

MedixSafe Solution:

Terms of Service

Welcome to MedixSafe and thank you for using our products and services. Our MedixSafe software solution (“Services”) is provided by MedixSafe Inc., which may include its affiliates (“MedixSafe LLC”) located at 12220 ITECH Haul Drive, Unit 201, Fort Myers, FL, 33913

Please read the following carefully. By using the Services, you are agreeing to be legally bound by these Terms of Service. If you do not agree with any of these Terms of Service, you should not use the Services. To the extent these Terms of Service differ from a Statement of Work, License Agreement or other signed document between MedixSafe and you that applies to the Services, the terms of the other document shall govern.

In order to use the Services, you will need hardware from MedixSafe, software from MedixSafe (the latest version often required and always recommended), and internet access (may incur fees). The performance of Services will be affected by the functionality of the hardware, software, and internet access. The relationship between MedixSafe and Customer is governed by these Terms of Service and the terms of the order form or other details accepted through a web portal or otherwise (the “Order Form”) when Customer ordered the Services.

Account Terms & Customer Responsibilities

1. The Services are a subscription service that must be initiated with an account in Customer’s name. Any obligation to provide the Services to Customer is dependent on Customer remaining current with their payment of all fees as required by MedixSafe.
2. The Services are provided by MedixSafe to enterprise customers only (the “Customer”) and not to individuals. Through its use of the Services, Customer adds and authorizes clients, employees or other individuals (“Users”) to use the Services. Customer is fully responsible for compliance with these Terms of Service by Users and any breach of these Terms of Service by a User is a breach by Customer.
3. Customer understands that the Services can be optionally linked together with Customer’s pre-existing third-party physical access system and/or a third-party mobile digital authenticator. The Services allow Customer to set rules to provide Users step-up authentication during physical access events. Both the physical access system and the third-party mobile digital authenticator(s) are third party products or services and MedixSafe has no control over those products or services and accepts no responsibility for them or for any loss or damage that may arise from Customer’s or Users’ use of them.

4. Customer will provide MedixSafe contact information for an administrative representative of the Customer (“Administrator”) who will have certain administrative rights within the Services. Customer will ensure that it always has an Administrator registered within the Services.

Hardware and Software

5. The Services require Customer to install hardware, may require Customer to download software.

6. The software may update automatically once a new version or feature is available. MedixSafe gives Customer a personal, worldwide, royalty-free non-assignable and non-exclusive license to use the software provided to Customer by MedixSafe as part of the Services. This license is for the sole purpose of enabling Customer to use and enjoy the benefit of the Services in the manner permitted by these terms. Customer cannot copy, modify, distribute, sell or lease any part of the Services or the software, nor may Customer reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or Customer has written permission.

7. Open source software is important to us. Some software within our Services may be offered under an open source license that MedixSafe makes available to Customers. You can obtain a list of open source software used in the Services by contacting us at privacy@medixsafe.com. MedixSafe reserves the right to amend that list from time to time. There may be provisions in the open source licenses that expressly override some of these terms.

8. No intellectual property rights or any ownership rights in the software are granted to you by MedixSafe, subject only to the express terms of any licenses set out in these Terms of Service. MedixSafe retains all ownership and intellectual property rights to the Services unless expressly granted here. MedixSafe retains copyright to the software, Specifications and these Terms of Service.

9. If the Services include the MedixSafe Link access control solution, the Link hardware is provided for free to Customer when Customer subscribes to the Services and payments remain current. MedixSafe retains title to the hardware and grants Customer the limited right to use the hardware in accordance with these Terms of Service and only so long as all payments owing by Customer to MedixSafe are paid on time. For other Services that include customer-purchased hardware (e.g., MedixSafe narcotics control safes), the title to the hardware is passed to the Customer at the time that the purchase is paid in full; title to the hardware reverts to MedixSafe in the event that MedixSafe agrees to issue the Customer a full or partial refund of the hardware purchase.

Fees

10. All fees for the Services are due and payable when invoiced by MedixSafe. Fees do not include taxes, which are Customer's responsibility. All fees due to MedixSafe are payable in the currency specified in the Order Form and must be paid in full. Any fees which are not paid in full within 30 days following its due date will bear interest at a rate of 1.5% per month (18% per year) or the maximum amount allowed by law (if less) on the unpaid portion until paid in full.

Support

11. Included with the Services is remote technical support for the Customer from MedixSafe's online library of resources, as well as support by phone or email from MedixSafe's help desk during regular help desk hours as determined by MedixSafe. Support resources and contacts are available at MedixSafe's website at www.medixsafe.com. Any additional support will be as agreed by MedixSafe at an additional cost. Access to support from MedixSafe requires that all Customer's fees have been paid on time and are current.

Customer Data

12. The Services will require Customer to share with MedixSafe certain information about its Users, including their name, email address, physical access card/fob number and/or PIN and/or biometric data, for the purposes of providing the Services. Before Customer authorizes a person to become a User of the Services, Customer is solely responsible for obtaining the consent of that person, in accordance with all applicable laws, to the use of User's information by MedixSafe.

13. "Customer Data" means personally identifiable data and content which the User or Customer uploads, stores or otherwise makes available to MedixSafe through the Services. As between MedixSafe and Customer, Customer retains all ownership rights to Customer Data. By using the Services, Customer agrees that MedixSafe can use Customer Data in accordance with these Terms of Service and grants MedixSafe the right to process, use, transmit, store, modify or disclose Customer Data in order to provide, promote or improve the Services, to ensure compliance with these Terms of Service and any other document between Customer and MedixSafe, to comply with any request of a governmental or regulatory body or as otherwise required by law.

14. MedixSafe takes privacy and security seriously. MedixSafe has ensured that the Services include encryption and protection mechanisms to secure private information. See the Specifications for more details. In order to protect Customer Data within the Services, all physical access credentials, PINs and biometric data remain on the Customer's premises and are only sent to MedixSafe's cloud and accessible to MedixSafe in an

encrypted form. As a result, MedixSafe is unable to recover, disclose or provide unencrypted copies of Customer PII (e.g., MedixSafe is unable to provide original, unencrypted PINs, card numbers or biometric data, even in response to a Privacy request or legal request); the responsibility to maintain unencrypted copies of this data, if required, is the responsibility of the Customer.

15. Customer agrees that MedixSafe may collect, use and disclose quantitative data derived from the use of the Services for industry analysis, benchmarking, analytics, product improvement, marketing and other business purposes. All such data will be in anonymous form only and will not identify Customer, Users or any Customer Data.

16. MedixSafe may provide product information, newsletters or other marketing material about MedixSafe to Customer and/or Users. Customer is solely responsible to ensure Users consent to receipt of such material.

17. All suggestions or feedback provided by Customer or Users to MedixSafe with respect to the Services shall be MediSafe's property and deemed confidential information of MedixSafe. Customer hereby assigns to MedixSafe all right, title and interest in and to any feedback provided to MedixSafe by Customer or Users.

18. Customer Data will be treated as confidential and may only be shared by MedixSafe with employees, agents or contractors with a need to know such information in order to provide the Services. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure. These obligations do not cover information that is required to be disclosed by law or any governmental agency.

Limited Warranties and Disclaimers

19. MedixSafe provides the Services using a commercially reasonable level of skill and care and we hope that Customers enjoy using them. But there are certain things MedixSafe does not promise about the Services. Other than as expressly set out in these terms of service, neither MedixSafe nor any of its suppliers or distributors make any specific promises about the Services and we provide the Services "as is" and make no commitments about the content within the Services, the specific functions of the Services or their reliability, availability or ability to meet the needs of our Customers and their Users. We exclude all implied warranties, whether relating to merchantability, fitness for a particular purpose, non-infringement or otherwise.

20. Customer acknowledges that the Services are controlled through the rules set by Customer. The Services are part of Customer's physical access control system and it is Customer's responsibility to determine whether the Services are fit for their purposes. Customer warrants that it will not use the Services on any doors, egresses or other physical

access points that are critical to the life or safety of its Users or any other persons. MedixSafe expressly rejects and disclaims any liability for Customer's breach of this warranty or failure to follow the safety and installation recommendations of MedixSafe, whether set out herein, in the Specifications or otherwise communicated by MedixSafe.

21. MedixSafe will not be responsible for lost profits, revenues, data losses, financial losses or indirect, special, consequential, exemplary or punitive damages. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF MEDIXSAFE FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING ANY IMPLIED WARRANTIES IF FOUND APPLICABLE, IS LIMITED TO THE AMOUNT CUSTOMER HAS PAID TO MEDIXSAFE TO USE THE SERVICES IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. The limitations in this Limited Warranties and Disclaimers section apply: (a) to liability for negligence, (b) regardless of the form of action, (c) even if Customer's remedies fail in their essential purpose and (d) even if MedixSafe is advised in advance of the possibility of the damages.

22. MedixSafe warrants to Customer that the software that is a component of the Services will be free of all known viruses at the time of first delivery and will perform substantially in accordance with the specifications relating to the software (the "Specifications") for 60 days from the date of first delivery. The Specifications can be found at <https://www.medixsafe.com> and while they may be amended from time to time by MedixSafe, the warranty contained in this section covers the Specifications in existence at the time of delivery of the software to Customer. It is important that Customer review the Specifications before using the Services.

23. MedixSafe warrants to Customer that the hardware will be free from defects in materials and workmanship under normal use in accordance with the Specifications for the period of time that Customer maintains a paid subscription (and Customer's account is in good standing), or from 90 days of the date of purchase, whichever is longer. This limited hardware warranty does not apply to damage caused by abuse, accidents, use other than as provided in the Specifications, disassembly or alterations or causes beyond MedixSafe's control (e.g., water damage, anomalies in the electrical supply, etc.).

24. The warranties contained in Sections 22 and 23 above do not apply if: (a) any change is made to the software or hardware, unless made by MedixSafe or as expressly approved by MedixSafe, (b) Customer fails to provide and maintain a suitable installation or operating environment for the software or hardware, (c) the software or hardware are installed or used by Customer other than as set out in the Specifications or otherwise communicated by MedixSafe to Customer, (d) Customer does not report a warranty claim to MedixSafe within the warranty period, or (e) Customer breaches the warranty set out in Section 20.

25. Customer's sole remedy, and MedixSafe's entire liability, for each breach by MedixSafe of the warranties in Sections 22 and 23 above is limited to requiring MedixSafe to repair or replace the software or hardware, at MedixSafe's sole discretion and within a commercially reasonable time, failing which MedixSafe will refund all fees attributable to the portion of the software or hardware giving rise to the breach. Repair is considered complete if MedixSafe directs Customer as to the commercially reasonable steps necessary for Customer to take in order to correct the breach. Any repaired or replaced hardware or software will continue to be warranted for the remaining time of the original warranty period. Repair or replacement may result in loss of data. To make a warranty claim, contact MedixSafe support. Customer will be required to provide a purchase receipt and payment of all fees must be current.

26. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS SECTION, MEDIXSAFE MAKES NO REPRESENTATIONS AND DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES. THE LIMITED WARRANTIES ARE ONLY VALID AND ENFORCEABLE IN LOCATIONS MEDIXSAFE'S PRODUCTS ARE SOLD AND WILL APPLY ONLY IF CUSTOMER PURCHASED IT FROM MEDIXSAFE OR ITS AUTHORIZED RESELLERS.

27. MedixSafe provides a guarantee that the Services will have 99.99% uptime. Customer's only remedy for MedixSafe's breach of this guarantee is a one-month credit applied to their account. Within 10 days of the end of the month in which the alleged breach has occurred, Customer must provide MedixSafe notice of its belief that the guarantee has been breached. If confirmed by MedixSafe in its sole discretion, MedixSafe will apply the one-month credit to the end of the Customer's then current term.

About these Terms of Service

28. Customer agrees to use the Services in compliance with all laws, including import and export laws of Canada, the United States and other countries. Customer represents that it is not, and is not acting on behalf of, any person who is a citizen, national or resident of (or who is controlled by) the government of any country to which the United States or Canada has prohibited export transactions, or any person or entity listed on the sanctions lists of either Canada or the United States.

29. MedixSafe may modify or replace these Terms of Service at any time with no notice. Updates may be available on MedixSafe's website and Customer may contact MedixSafe for an up-to-date version at any time. By continuing to access or use the Services after revisions become effective, Customer agrees to be bound by the revised terms. If Customer does not agree to the new terms, Customer must stop using the Services.

Customer agrees that these terms and all documentation relating to the Services will be in the English language.

30. Your right to use the Services (and these Terms of Services) automatically terminates if Customer ceases to pay fees for the Services to MedixSafe, either party gives the other party at least 90 days' notice of termination or Customer becomes insolvent, admits in writing its inability to pay debts or makes an assignment for the benefit of its creditors. Upon termination, Customer's and Users' rights to use the Services ends and Customer shall destroy all copies of the software in its possession, custody or control.

31. Any breach of these Terms of Service may cause MedixSafe irreparable damage for which recovery of money damages would be inadequate. In addition to any other remedy available, MedixSafe may therefore obtain timely injunctive relief to protect its rights under these Terms of Service.

32. These terms are governed by applicable law. Any dispute concerning these terms shall be brought in a court of competent jurisdiction. If any term is unenforceable, the rest of the terms still apply. We may waive compliance with these terms at any time without giving up our rights to enforce them later. These Terms of Service may not be assigned by Customer and only MedixSafe and Customer may enforce them. They do not grant rights to anyone else.

33. Any notice required by these Terms of Service must be provided in writing by mail, fax or email. If to MedixSafe, notice shall be provided to: Mail: 202-109 Atlantic Avenue, Toronto, ON M6K 1X4, Attention: Legal Department, Email: legal@medixsafe.com. Notice to Customer shall be to the last contact information on MedixSafe's records.

Disclaimer of warranties

The material contained on this website, including hyperlinks, are provided "as is" and "as available". Such material is displayed without warranty of any kind, either expressed, implied or statutory including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement of the intellectual property rights or any other third party rights, uninterrupted service, or freedom from computer viruses and other harmful components. MedixSafe shall not in any circumstances, regardless of whether advance notice is given of the possibility of damages, be liable to any person for any damages whatsoever, including but not limited to any special, incidental, indirect or consequential damages resulting from use of, or reliance upon, any material contained on this website.

The material contained on this website is believed to be accurate and complete at the time of posting. Although every attempt is made to ensure that all material remain current and accurate, MedixSafe does not warrant its accuracy, completeness or currency. MedixSafe reserves the right to make changes to the material displayed on this website at its sole discretion and without notice. No reference to any product or service of a third party should be construed as an endorsement or recommendation.

Idea submission and/or solicitation

MedixSafe and its employees do not accept or consider ideas or feedback, including those relating to marketing, new technologies, product naming conventions and the like, submitted by users of this website. MedixSafe cannot guarantee that any such ideas and related materials received shall be treated as confidential and MedixSafe is expressly authorized to use such ideas in the development of their marketing, technology or other activities. All such feedback or ideas become the property of MedixSafe upon their submission.

Breaches, governing law and jurisdiction: Where a user of the website is found to be in contravention of these terms and conditions, MedixSafe may pursue any and all remedies available to it, by operation of law or otherwise. Any failure by MedixSafe to pursue a remedy shall not act as a waiver.