

Partner Network Agreement - Terms & Conditions

Last Updated: May 15, 2014

THESE PARTNER NETWORK AGREEMENT TERMS & CONDITIONS (these "Terms") contain the terms and conditions that govern participation in the PointClickCare Partner Network Program.

1. Purpose

The Program exists to help connect our clients with a growing ecosystem of PCC partners who represent best-of-breed solutions for senior care. Our partners include technology, professional services, supply and purchasing companies. Together with our partners, we are developing innovative solutions that solve complex business problems and create new revenue opportunities.

2. Program

2.1 Joining the Program. To join the Program, you must execute the PNA and be accepted into the Program by PCC. Participation in this Program does not authorize you to resell or sublicense our services.

2.2 Program Administration. We may from time to time send you email updates about the Program, including information about related events and training opportunities, invitations to participate in surveys and research opportunities, and other information supporting your efforts to deliver solutions based on PCC technologies.

2.3 Program Changes. We may change or discontinue the Program, Program Benefits or any component at any time. We will post information about the change on this site or send you an email using the email address provided to us in your PNA. Any changes to the Program will become effective at the time we post information about the change on this site or expressly state otherwise in a notice.

3. Partner Tiers

The Program is tiered with three levels of membership described in the Partner site.

4. Qualifying Points

You may earn Qualifying Points as set forth in the Partner site.

5. Benefits

The Partner Program includes certain Program Benefits described in the Partner site. You may be required to sign certain documents or provide certain information in order to obtain the Program Benefits.

6. Term of Agreement and Renewal

This Agreement is in full force for the Initial Term unless sooner terminated pursuant to Section 7 and shall automatically renew for subsequent Renewal Terms so long as Partner has remained compliant with the PNA and all Schedules. Schedules attached to the PNA may have separate provisions relating to term and renewal specified therein.

7. Termination

7.1 **By Either Party.** Where no Schedule remains in effect (other than the Confidentiality and Non-Disclosure Schedule), either party may at its sole discretion terminate the PNA at any time, with or without cause, upon written notice to the other at least 30 days prior to the proposed termination date.

7.2 **By PCC.** PCC may at its sole discretion terminate the PNA at any time and without notice to Partner if, in PCC's sole determination, Partner's association with PCC materially discredits PCC or is materially detrimental to the reputation, character, goodwill, or standing of PCC.

7.3 **Effect of Termination.** Following the termination of the PNA: (i) each Party will, upon written request, return or destroy all of the other Party's tangible Confidential Information in its possession; (ii) Partner will immediately cease use of, and remove from its site, all Program materials; and (iii) Partner will no longer identify itself or hold itself out as a Program participant or PCC partner.

8. Intellectual Property

In accordance with the Partner's Tier and where set out in a Schedule attached to the PNA, Partner may have certain logo usage rights. All logo usage must be exercised in accordance with the usage guidelines set forth in the Partner site. Each Party acknowledges that its use of the other Party's or its licensors' (as applicable) Marks will not create in it, nor will it represent that it has, any right, title or interest in or to such Marks. We may provide you with the Materials. We shall at all times retain all rights, title, and interest, including intellectual property rights, in the Materials.

9. Privacy

Each of PCC and Partner shall comply with each other's privacy policy. Each of PCC and Partner shall comply with any additional privacy requirements relating to use or exchange of personal information or personal health information and all applicable laws.

10. Disclaimers

Other than set out in any Schedules, we make no express or implied warranties or representations with respect to the Program or any benefits or other materials that we may offer through the Program, including increased revenue or profit.

11. Limitation of Liability

NEITHER YOU NOR US WILL BE LIABLE FOR, NOR WILL THE MEASURE OF DAMAGES ARISING IN CONNECTION WITH THE PROGRAM, THE POINTCLICKCARE PARTNER PROGRAM LOGOS, OR ANY BENEFITS OR OTHER MATERIALS WE MAY OFFER THROUGH THE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR

AGGREGATE LIABILITY ARISING WITH RESPECT TO THE PROGRAM, THE POINTCLICKCARE PARTNER NETWORK LOGOS OR ANY BENEFITS OR OTHER MATERIALS WE MAY OFFER THROUGH THE PROGRAM WILL NOT EXCEED \$100.

12. Modification.

We may modify these Terms at any time by posting a revised version on this site or sending you an email using the email address provided to us in your PNA. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing your participation in the Program after the effective date of any modifications to these Terms, you agree to be bound by the modified terms. It is your responsibility to check this site regularly for modifications to these Terms. We last modified these Terms on the date listed at the beginning of these Terms.

13. General.

13.1 Partner Account Manager. We will assign to you a Partner Account Manager responsible for managing your participation in the Program, including responding to inquiries, collaborating on joint initiatives, and administering Program Benefits..

13.2 Notices. Any demand, notice or other communication to be given in connection with the PNA must be given in writing and will be given by personal delivery, by registered mail or by electronic means of communication addressed to the person identified in the PNA or their delegate.

13.3 Assignment. Neither Party may assign the PNA except in conjunction with a corporate reorganization or sale of all or substantially all its assets or undertaking and by providing the other party with notice.

13.4 Independent Contractor. Partner shall operate as an independent contractor and nothing in these Terms or the PNA shall be construed so as to make the parties partners, joint venturers or agents or to render either of them liable for the debts and obligations of the other or so as to make Partner an employee of PCC.