

IMPORTANT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY. BY CLICKING ON “AGREE” BELOW AND INSTALLING THE SOFTWARE PACKAGE, YOU ARE EXECUTING THIS LICENCE AGREEMENT AND ACKNOWLEDGE AND ACCEPT TO BE BOUND BY THE TERMS AND CONDITIONS HEREOF. THIS SOFTWARE LICENSE AGREEMENT IS SUBJECT TO MODIFICATION AND AMENDMENT BY ATLAS, IN ITS SOLE AND ABSOLUTE DISCRETION, WITHOUT PRIOR NOTICE. IT IS LICENSEE’S RESPONSIBILITY TO REVIEW THE AGREEMENT FROM TIME TO TIME AT THE FOLLOWING LINK:

<https://www.atlaschirosys.com/licenseagreement.pdf>

The Licensee acknowledges that it shall be bound by the acts of its agents, representatives and employees who are given access hereto, including any modification or amendment to this Software Licensee Agreement. Employees of the Licensee shall be deemed to have the authority to act for the Licensee, to enter into this Software Licensee Agreement and to review and accept any modifications or amendments hereto, and the Licensee hereby ratifies same and agrees that it shall be responsible for the performance hereof. Atlas shall not be liable for the acts of agents, representatives and employees of the Licensee who act outside their actual or apparent authority.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “**Agreement**”) is a legal agreement by and between Atlas Chiropractic System Inc. (“**Atlas**”), a corporation duly incorporated under the laws of the Province of Ontario and you (either an individual or a corporate entity) (the “**Licensee**”).

WHEREAS as a result of the expenditure of substantial time, effort and money, Atlas has developed: (i) a proprietary paperless office system software entitled “Atlas Chiropractic System” designed for, *inter alia*, chiropractors, naturopaths and massage therapists, designed as an all-in-one office and patient management system providing paperless solutions for scheduling, patient financials, insurance billing, patient check-in system, patient visit notes, patient education, e-commerce and marketing (the “**Software**”); and (ii) a substantial and secret body of valuable information, data and know-how in connection with methods, procedures and guidelines (which may be changed, improved or further developed by Atlas) for the use and servicing of the Software; and

WHEREAS Licensee desires to acquire from Atlas, and Atlas is desirous of granting to Licensee, the right and license during the Term (as hereinafter defined) to use: (i) the Software; and (ii) the Video Content (as hereinafter defined), the whole subject to the terms and conditions more fully set forth herein;

NOW, THEREFORE, for good and valuable consideration, Atlas and Licensee hereby agree as follows:

1. DEFINITIONS

- 1.1 **“Documentation”** means the technical publications relating to the Software, as the case may be, such as reference, user, installation, systems administrator and technical guides, delivered or made available by Atlas to Licensee, as these may be amended and updated by Atlas from time to time;
- 1.2 **“Intellectual Property Rights”** means patent rights (including but not limited to rights in patent applications or disclosures and rights of priority), copyright (including but not limited to rights in audiovisual works and moral rights), trade secret rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction.
- 1.3 **“Updates”** means Software improvements, releases, corrections, revisions, enhancements, fixes, upgrades or other modifications to the Software made available to licensees of the Software from time to time.
- 1.4 **“Person”** means any individual, body corporate, partnership, limited liability company, joint venture, trust, association, unincorporated organization or any other entity recognized by law.
- 1.5 **“Support”** means telephone support, e-mail support, live chat, and remote access support, weekdays (except on statutory holidays), Monday to Thursday from 8:00 AM to 7:30 PM EST and Fridays from 8:00 AM to 4:30 PM EST; and Updates.
- 1.6 **“Video Content”** means proprietary Atlas video clips or other audio-visual works uploaded by Licensee in connection with or contained in the Software and intended as peripheral educational information and/or demonstration tools and data for Licensees.

2. **GRANT OF LICENSE**

2.1 Subject to the terms and conditions of this Agreement, Atlas hereby grants Licensee a non-exclusive, non-assignable, non-transferable (unless otherwise expressly approved by Atlas in writing) license: (i) to use and display the Software, solely for the purposes contemplated in this Agreement; and (ii) to use and display Video Content solely for the purpose of enabling Licensee to use the Software during the Term.

2.2 This license permits the installation of the Software on a single server or network (servicing such number of work stations as may exist at the time of installation of the Software) belonging to or under the direct and exclusive control of Licensee, at a single location (identified as the Licensee’s principal place of business). Commercial time-sharing, rental, consignment or service bureau use of the Software is prohibited. For greater certainty, it is understood and agreed that this grant is valid for a single location only and if Licensee currently has or later will have multiple places of business, all such additional locations which desire to use the Software or Video Content shall be required to acquire a separate license for each such location.

2.3 Notwithstanding anything herein, Licensee shall not modify or merge the Software with any other software nor shall Licensee modify any Documentation without the prior written

consent of Atlas, which consent may be withheld in Atlas' sole and absolute discretion. Without limiting the generality of the foregoing, any permitted modification or merger shall not in any way diminish Atlas' rights, title and interest in and to the Software and Documentation or constitute a waiver of any rights in the Software or Documentation. This license does not permit the use of the Software for creation of new versions or products.

2.4 Nothing contained in this Agreement shall in any way prevent or hinder Atlas or any of its Affiliates from using or granting to any Person additional rights and licenses as it may deem desirable to use its Software or Video Content or sell its Software or to engage in a business using the Software.

2.5 Licensee shall not be entitled to appoint any sub-Licensees or otherwise assign its license hereunder to any third party, without Atlas' prior written consent, in its discretion. Any unauthorized sub-license, assignment or transfer shall immediately void this Agreement and terminate any grant of rights hereunder. Any permitted transfer shall be subject to a transfer fee to be determined by Atlas at that time.

3. TERM

3.1 The term of this Agreement will continue in perpetuity unless it is terminated earlier in accordance with the provisions hereof.

4. LICENSE RESTRICTIONS

4.1 Licensee will not disassemble, modify, make copies of, merge or include with other software, decompile, or reverse engineer the Software to its source code, in whole or in part, nor shall Licensee create derivative works from the Software, nor shall it cause or permit third parties to do so. In addition, Licensee shall not: (i) use or export the Software in violation of any applicable laws and regulations; (ii) use third party Software in conjunction with the Software without Atlas' prior written consent; (iii) delete, fail to reproduce or modify any copyright or other proprietary rights notices which appear on or in the Software or Documentation; and (iv) directly or indirectly sell, sub-license, relicense, distribute, rent or lease the Software or any portion thereof to any third party.

4.2 Licensee's rights in the Software will be limited to those expressly granted in this Agreement. All rights not expressly granted to Licensee hereunder are reserved to Atlas.

4.3 This license is valid only for the current version of the Software, subject to any new versions or Updates purchased by the Licensee, in which case such new versions and/or Updates shall be subject to the provisions of this Agreement. Subsequent versions or Updates not purchased, if any, must be acquired separately or as otherwise expressly set forth herein. The installation of new versions or Updates of the Software shall be charged to the Licensee for a license fee to be determined by Atlas.

4.4 Licensee shall not permit the distribution of copies of the Software or Documents to any Person;

4.5 Licensee shall not grant a hypothec, mortgage, lien or other security interest in its right and license and shall keep the Software in its possession, as the case may be, free and clear of any encumbrance.

5. TECHNICAL SUPPORT AND TRAINING

5.1 Subject to the payment of a package fee, plus applicable taxes, Atlas makes various additional technical support packages available to licensees from time to time, including: (i) Support packages; (ii) Update packages; and (iii) combined Support and Update packages. Such additional Support and/or Update packages are payable in advance by licensees which subscribe to such packages on a yearly basis and renew automatically and without formality, unless either party terminates the service upon written notice at least thirty (30) days prior to the expiration of the then current service period.

5.2 Subject to the payment of a daily fee, plus applicable taxes, Atlas makes training service available to licensees from time to time, including on-site training at licensees' places of business. The applicable daily fee varies in accordance with the geographical distance separating the licensees' and Atlas' places of business. Any travel by training personnel outside the Province of Ontario is subject to additional fees to cover reasonable travel and accommodation expenses.

5.3 Atlas reserves the right to discontinue, replace, modify or otherwise alter any additional Support and/or Update packages and training services without prior notice, provided that any prepaid packages or services shall be honoured by Atlas until expiration thereof.

6. PROPRIETARY RIGHTS

6.1 The Software (including, without limitation, source and object codes), and any Updates, the Documentation, Video Content and all goodwill attaching thereto are and will remain the sole and exclusive property of Atlas. Atlas' rights under this subsection include, but are not limited to, all Intellectual Property Rights in and to the Software, Documentation, Video Content, none of which may be reproduced without Atlas' prior written consent in each instance, in Atlas' sole and absolute discretion, except as otherwise expressly set forth herein.

6.2 Licensee will not delete or in any manner alter the Intellectual Property Rights notices of Atlas appearing on the Software as delivered to Licensee.

6.3 Licensee will take customary measures in the marketing and advertising of its business to protect Atlas' Intellectual Property Rights in the Software and will, to the extent lawful, report promptly to Atlas any confirmed, suspected or alleged infringement of such rights of which Licensee becomes aware.

6.4 Atlas reserves the sole and exclusive right in its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the Software.

7. REPRESENTATIONS & LIMITED WARRANTIES

7.1 Each party represents and warrants to the other party and acknowledges such other party's reliance upon such representations, that: (i) this Agreement has been duly authorized, executed and delivered by its representative; and (ii) it has the power and authority to enter into and perform its obligations under this Agreement.

7.2 Atlas represents and warrants to Licensee that it has the power and authority to grant any and all Intellectual Property Rights in the Software it purports to so grant hereunder, free and clear of all encumbrances.

7.3 Atlas warrants that the Software will perform substantially in accordance with its specifications and the Documentation for a period of one (1) year from the date the Software is installed on the Licensee's server (the "**Warranty Period**"), provided that: (i) Licensee is using the Software in accordance with the Documentation and Atlas guidelines; (ii) any performance issue, error or defect does not relate to third party software; and (iii) Licensee notifies Atlas of the error or defect within the Warranty Period. This warranty is void if Licensee or any third party changes or modifies the Software without the prior written consent of Atlas. The liability of Atlas under this Section 7.3 and Licensee's sole remedy for any breach of this warranty is limited to the correction of any defect by Atlas at its sole expense or, at Atlas' option, in its sole and absolute discretion, a refund in an amount equal to: (i) one (1) monthly installment of the licensee fee if said fee is paid by installment under a software lease agreement, as the case may be; or (ii) five hundred dollars (\$500) if said licensee fee is paid in one lump sum; and/or termination of this Agreement by Licensee upon written notice thereof.

7.4 Licensee accepts full responsibility for its system configuration, design and requirements, Software installation, data conversion, and any unauthorized modifications, changes or alterations to the Software.

7.5 Licensee acknowledges that any organization that works in the healthcare industry in the United States must comply with the Health Insurance Portability and Accountability Act (HIPAA) security rule and that HIPAA regulations apply to any Canadian healthcare organization or business associate that interacts with centers for Medicare and Medicaid services or any other United States covered entity. Therefore, Licensee undertakes, represents and warrants that, to the extent that it interacts with the U.S. healthcare industry, it is (or shall become prior to collecting patient information) compliant with all applicable guidelines and requirements of HIPAA and The Health Information Technology for Economic and Clinical Health Act (HITECH) and that all the required physical, network, and process security measures are in place and followed to ensure the protection of sensitive patient data. The Licensee acknowledges that the HIPAA Privacy Rule addresses the saving, accessing and sharing of medical and personal information of any individual, while the HIPAA Security Rule more specifically outlines national security standards to protect health data created, received, maintained or transmitted electronically, also known as electronic protected health information (ePHI). Licensee hereby releases and forever discharges Atlas, its representatives, successors, shareholders, directors and assigns (hereinafter collectively referred to as the "**Releasees**") and shall indemnify and hold the Releasees harmless from any and all liability arising directly or indirectly as a result of Licensee's breach or default of the undertakings, representations and warranties made under this provision.

8. DISCLAIMER AND LIMITATION OF LIABILITY

8.1 EXCEPT FOR THE REPRESENTATIONS AND LIMITED WARRANTIES CONTAINED IN SECTIONS 7 AND 9 OF THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ATLAS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, DOCUMENTATION AND SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUIET POSSESSION OR CORRESPONDENCE TO DESCRIPTION. ATLAS DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL SOFTWARE ERRORS CAN OR WILL BE CORRECTED. ALL ERROR CORRECTIONS OR BUG-FIXES PROVIDED TO LICENSEE WHICH ARE NOT MADE GENERALLY COMMERCIALY AVAILABLE AS PART OF AN UPDATE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. ANY SUPPLEMENTS OR UPDATES TO THE SOFTWARE INCLUDING, WITHOUT LIMITATION, ANY FIXES OR ERROR CORRECTIONS PROVIDED AFTER THE EXPIRATION OF WARRANTY PERIOD EXPRESSLY SET FORTH HEREIN IS NOT COVERED BY ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY.

8.2 UNDER NO CIRCUMSTANCES SHALL ATLAS BE LIABLE TO LICENSEE FOR ANY ACT OR OMISSION, CONCERNING PERFORMANCE OR NON-PERFORMANCE BY ATLAS OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL ATLAS BE LIABLE FOR DAMAGES, INCLUDING ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AS WELL AS FOR LICENSEE'S LOSS OF REVENUE OR PROFITS, LOSS OF DATA, OR ANY DAMAGES CLAIMED AGAINST LICENSEE BY ANY OTHER PARTY EVEN IF ATLAS HAS BEEN ADVISED, IN ALL CASES, OF THE POSSIBILITY THEREOF. LICENSEE ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SOFTWARE HEREIN WOULD BE HIGHER.

8.3 Licensee hereby acknowledges and agrees that the Video Content is intended for educational and promotional purposes only and is not intended nor may it be interpreted as a substitute for professional medical advice, medical diagnoses, opinion, treatment or services to the Licensee, Licensee's patients, Licensee's staff or any third parties for whom Licensee is responsible at law. Licensee hereby releases and forever discharges Atlas, its representatives, successors, shareholders, directors and assigns (hereinafter collectively referred to as the "**Releasees**") and shall indemnify and hold the Releasees harmless from any and all liability arising directly or indirectly as a result of Licensee's use of Video Content.

8.4 It is understood and agreed that Licensee shall be solely responsible for: (i) obtaining informed patient consent for treatment and for the collection, use and disclosure of personal information in accordance with applicable privacy legislation and industry-standard privacy protection protocols; (ii) obtaining express opt-ins from patients in accordance with applicable anti-spam legislation in the event that Licensee elects to send electronic communications to its

patients or other third parties; and (iii) obtaining informed consent of patients in connection with the use of apps and web-based products that may link with the Software. Licensee hereby unconditionally and irrevocably releases and forever discharges Releasees and shall indemnify and hold the Releasees harmless from any and all liability arising directly or indirectly as a result of : (a) Licensee's collection, use, disclosure and storage of personal third party information; (b) third party hacking, theft, use, disclosure or manipulation of personal third party information in Licensee's possession or control; or (c) Licensee failure to obtain required consents and opt-ins and/or failure to respect opt-out requests, as required by applicable privacy and anti-spam legislation. For greater certainty, under no circumstances shall the Releasees be liable to Licensee and to any third party claimant for any act or omission by the Licensee of its legal obligations arising under applicable privacy or anti-spam legislation.

8.5 At Licensee's written request, Atlas shall, free of charge, for a period of one (1) week, as case may be, assist Licensee with its Software installation and data conversion for the purposes hereof. Atlas does not represent or warrant that the data conversion process shall be error-free nor that Licensee's data shall be convertible. Licensee may be required to manually convert its own data. Licensee acknowledges that its data may not be convertible and hereby releases and forever discharges Atlas from any and all liability in connection therewith. Licensee hereby unconditionally and irrevocably releases and forever discharges Atlas and shall indemnify and hold Atlas harmless from any and all liability arising directly or indirectly from any data conversion, including the loss, theft or inadvertent disclosure of patient information.

8.6 Any referral or reward program in place from time to time may be cancelled or modified by Atlas, without notice, in its sole and absolute discretion.

8.7 Atlas may provide and integrate various third party services and software in conjunction herewith including, without limitation, text messaging services, third party credit card processing and/or automatic debit processing services, electronic file transfer, and integrated third party software notes, macros and other supporting materials. Licensee acknowledges and agrees that such services are owned, operated, controlled and maintained by third parties and any access to or information, products or other services made available by such third parties are provided "as is" and without representations or warranties by Atlas of any nature or kind whatsoever, whether express or implied. Atlas assumes no responsibility whatsoever for the acts or omissions of third party proprietors of such services and software nor for those of the Licensee in using or operating same and over which Atlas has no control, ownership or oversight. To the fullest extent permissible by law, Atlas disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Atlas does not warrant that the functions contained in the services will be uninterrupted or error-free, that defects will be corrected, or that third party internet sites or servers that make text messaging, credit card processing and automatic debit processing services available, and electronic file transfers, are free of viruses or other harmful components. Atlas does not warrant or make any representations regarding the use or the results of the use of the materials in third party internet sites or third-party services in terms of their correctness, accuracy, timeliness, reliability or otherwise. Licensee assumes the entire cost of all necessary maintenance, repair or correction in respect of text messaging to the full and complete exoneration of Atlas. Licensee hereby unconditionally and irrevocably releases and forever discharges Atlas and shall indemnify and

hold Atlas harmless from any and all liability arising directly or indirectly from the current or future integration with any and all third party services and software. To the extent that Atlas operates, controls, stores, possesses and/or maintains any access to personal patient information including, without limitation, credit card information and bank account information to the fullest extent permitted by law, Atlas shall not be liable for, and Licensee hereby unconditionally and irrevocably releases and forever discharges Atlas and shall indemnify and hold Atlas harmless from any and all liability arising directly or indirectly from third party hacking, theft, use, disclosure or manipulation of such personal patient information.

8.8 Licensee hereby expressly grants Atlas permission to disclose Licensee's contact information solely to third party businesses and integrated services providers which deliver services, products and/or software in conjunction herewith (such as, without limitation, text messaging services, third party credit card processing and/or automatic debit processing services and integrated third party software notes, macros and other supporting materials). It is understood and agreed that such third party providers may use such contact information to communicate directly with Licensee. This consent may be revoked by Licensee at any time upon written notice to Atlas.

9. INFRINGEMENT INDEMNITY

9.1 Atlas represents and warrants that the Software was independently developed. Atlas will indemnify Licensee against, and will defend or settle at Atlas' own expense, any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Software as licensed in this Agreement infringes any copyright in Canada or any other country in which Atlas or its affiliates directly license or distribute the Software as of the Effective Date or in the future, infringes any patent, or that the Software incorporates any misappropriated trade secrets.

9.2 Atlas will have no obligation under this Section as to any action, proceeding, or claim unless: (i) Atlas is notified of it promptly; (ii) Atlas has sole control of its defense and settlement; and (iii) Licensee provides Atlas with reasonable assistance in its defense and settlement.

10. INJUNCTIONS

10.1 If Licensee's use of the Software under the terms of this Agreement is, or in Atlas' opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 9 above, then Atlas shall, either:

(i) procure for Licensee the right to continue using such Software under the terms of this Agreement; or

(ii) replace or modify such Software so that they are non-infringing and substantially equivalent in function to the enjoined Software; or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Atlas, then Atlas shall both:

(A) terminate Licensee's rights and Atlas' obligations under this Agreement with respect to such Software, and

(B) refund to Licensee all advance payments made by Licensee to Atlas hereunder for future use of the Software (but not payments made for prior use of the Software).

10.2 THE FOREGOING ARE ATLAS' SOLE AND EXCLUSIVE OBLIGATIONS, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

10.3 Atlas will have no obligations under this Section 10 with respect to claims of infringement or misappropriation arising from: (i) modifications to the Software that were not authorized by Atlas; (ii) Software specifications requested by Licensee; or (iii) the use of the Software in combination with third party software not approved by Atlas, if such claims would not arise but for such combination.

11. TERMINATION

11.1 Atlas will have the right to terminate this Agreement if: (i) Licensee breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after written notice. Notwithstanding the foregoing, Atlas shall have the right to immediately terminate this Agreement upon written notice to Licensee: (i) in the event Licensee breaches the provisions of sections 2, 4, 6, 7, 8.4, 8.5, 13 or 14 hereof; or (ii) if Licensee becomes insolvent or the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors. Without limiting the foregoing, if Licensee breaches, or informs Atlas of its intention to prospectively breach, any of its payment obligations hereunder, in addition to any rights and remedies available to Atlas hereunder, Atlas shall be entitled to disable the Licensee's access and use of the Software without prior notice.

11.2 Once Licensee has installed the software package, Licensee shall not be entitled to terminate this Agreement, except as otherwise expressly permitted herein or by applicable law. In the event of permitted termination hereof by Licensee, Atlas shall not be bound to refund any fees or payments made by Licensee hereunder, except as otherwise expressly set forth in this Agreement.

12. EFFECTS OF TERMINATION

12.1 Upon termination of this Agreement, Licensee will immediately return to Atlas or (at Atlas's request) destroy all copies of the Software and other Confidential Information in its possession or control, and an officer of Licensee will certify to Atlas in writing that Licensee has done so and any grant of rights or license herein shall terminate *ipso facto* and be of no further force or effect.

12.2 The rights and obligations of the parties contained in Sections 4 (License Restrictions), 6 (Proprietary Rights), 7 (Representations and Warranties), 8 (Disclaimer and Limitation of Liability), 9 (Infringement Indemnity), 10 (Injunctions), 11 (Termination), 12 (Effects of Termination), 13 (Confidentiality), 14 (Non-Disparagement) and 15 (General) will survive the termination of this Agreement.

13. **CONFIDENTIALITY**

13.1 Licensee agrees that it will not disclose to any third party or use the Software, Documents or other Confidential Information disclosed to it by Atlas, except to carry out its rights and obligations under this Agreement, and that it will take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Confidential Information includes all information designated by Atlas as confidential or proprietary within a reasonable time of its disclosure or which a reasonable person would expect to be treated as confidential including the terms of this contract.

13.2 "**Confidential Information**" will not include information that: (i) is in or enters the public domain without breach of this Agreement; or (ii) is required by law to be disclosed, provided that Licensee gives prompt written notice of such requirement prior to disclosure.

13.3 Licensee acknowledges that the improper disclosure of Atlas's Confidential Information could cause substantial harm to Atlas that could not be remedied by the payment of damages alone. Accordingly, Atlas will be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of this Agreement or misuse of Confidential Information by Licensee.

14. **NON-DISPARAGEMENT**

14.1 At all times during the term hereof, or following the early termination of the term for any reason, Licensee hereby undertakes, represents and warrants, without reservation, that it shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including online blogs or posts) that are disparaging, deleterious or damaging to the integrity, reputation or goodwill of, or that brings public ridicule, contempt or censure upon, Atlas, its affiliates, directors, officers, shareholders, employees, successors, licensees and assigns. Licensee hereby acknowledges that the breach of the foregoing undertaking, representation and warranty shall result in serious and irreparable harm to Atlas and Atlas may, in addition to its right to terminate this Agreement as set forth in Section 11 above, seek injunctive or other equitable relief in the event of breach or threatened breach of this Section 14.

15. **GENERAL**

15.1 It is acknowledged and agreed that this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sales of Goods.

15.2 The preamble and all schedules and exhibits hereto shall be deemed and integral part of this Agreement as if recited at length herein.

15.3 This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

15.4 *Les parties ont expressément exigé que ce contrat soit rédigé en anglais.* The parties have expressly requested that this Agreement be drafted in English.

15.5 This Agreement shall be interpreted in accordance with and governed by and interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

15.6 The parties hereby attorn to and agree irrevocably to submit to the exclusive jurisdiction of the Courts of the Province of Ontario. Notwithstanding the foregoing, Atlas shall be entitled to seek provisional or interlocutory injunctive relief, including without limiting, a temporary restraining order in the jurisdiction in which the defendant has a place of business at the date of the application by Atlas. Any dispute, controversy or claim arising out of or relating to this contract including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it shall be referred to and finally resolved by arbitration under the ADR Chambers International Arbitration Rules and shall not be subject to any appeal to the courts or otherwise. The place of the arbitration shall be Toronto, Ontario. There shall be one (1) arbitrator. The parties shall agree on the appointment of the one (1) arbitrator within (3) days of the receipt of the notice of arbitration, failing which the ADR Chambers Appointing Committee shall appoint the one (1) arbitrator in accordance with Rule 5.2 of the ADR Chambers International Arbitration Rules. The language of the arbitration shall be English. The Province of Ontario's rules of civil procedure in effect at the time of the commencement of the arbitration shall apply with respect to pre-hearing disclosure of documents and examinations for discovery.

15.7 If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force.

15.8 Except for payments due under this Agreement, neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "**Force Majeure**"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, or fuel crises, power failures or inclement weather, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty days.

15.9 All notices under this Agreement will be deemed given when delivered personally, sent by confirmed facsimile transmission, or sent by certified or registered mail or nationally-recognized express courier, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this section.

15.10 The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

15.11 No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

15.12 This Agreement and its exhibits are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement is subject to modification and amendment by Atlas, in its sole and absolute discretion, without prior notice. It is Licensee's responsibility to review the Agreement from time to time for such changes.

The parties have caused this Agreement to be executed by their duly-authorized representatives as of the Effective Date.

ATLAS CHIROPRACTIC SYSTEM COMPANY NAME
INC. (Licensee)

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____