

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4534635

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONSULTING SERVICES AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARWAN HILMI	06/01/2011
RECEIVING PARTY DATA	
Name:	CURVE DENTAL LTD.
Street Address:	1109 17TH AVENUE SW
Internal Address:	SUITE 303
City:	CALGARY
State/Country:	CANADA
Postal Code:	T2T 5R9
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15229559
CORRESPONDENCE DATA	
Fax Number:	(650)815-2601
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(650)815-2600
Email:	svpatents@sheppardmullin.com
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Address Line 1:	379 LYTTON AVENUE
Address Line 4:	PALO ALTO, CALIFORNIA 94301
ATTORNEY DOCKET NUMBER:	28CA-208841
NAME OF SUBMITTER:	WILLIAM F. AHMANN
SIGNATURE:	/William F. Ahmann/
DATE SIGNED:	08/03/2017
Total Attachments: 6	
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THIS CONSULTING SERVICES AGREEMENT made this 24th day of May, 2011.

BETWEEN:

Curve Dental Ltd.

[303, 1109 17th Avenue SW, Calgary, AB, T2T 5R9]

(hereinafter referred to as "CURVE")

- and -

Marwan Hilmi

75 Elm Avenue, Suite 17, Beaconsfield, Quebec, H9W 6C6

(hereinafter referred to as the "Consultant")

WHEREAS, CURVE is in the business of providing Internet-based data management and processing services to various clients; and

WHEREAS, Consultant has represented its ability to assist in certain activities of significant importance to CURVE;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Performance

- A.** Consultant shall diligently pursue such assignments as the Consultant may be given by CURVE from time to time hereafter, concerning the subject matter set forth in the Description of Work ("Exhibit A") attached hereto, supplying all necessary professional services, technical knowledge and analytical manpower as necessary or incidental thereto, except as otherwise expressly provided for herein.
- B.** It is understood that Consultant personally will render the services provided for herein and that this Agreement shall not be assignable in whole or in part by Consultant nor shall it be effective in any respect beyond any time at which for any reason Consultant does not personally render these services without the express prior written approval of CURVE.
- C.** Consultant, when on the premises of CURVE or CURVE customer (Client), shall abide by all rules and regulations, including security rules pertaining to conduct of employees and outside personnel on that premise. This shall include signing and abiding by CURVE's Confidentiality Agreement (Exhibit B) and CURVE's HIPAA Compliance Policy (Exhibit C).

2. Payment

Consultant shall commence its work hereunder promptly on receipt of each assignment. Amount and timing of payment shall be as set forth in Exhibit A. Consultant will submit signed/approved twice-monthly time sheets and twice-monthly invoices for the services referencing this agreement. These timesheet are to be submitted to CURVE within two (2) days of the 15th and the end of each month. CURVE agrees to pay these monthly invoices in net 10 days.

3. Confidentiality

- A. During the course of its performance hereunder, Consultant will be exposed to and otherwise become privy to a variety of information and material both verbally or in documents of CURVE and/or Client relating to CURVE's and/or Client's business and/or technical operations and/or activities, all of which CURVE considers to be of a confidential and/or proprietary nature ("Confidential Information"). The identity of CURVE customers and prospective CURVE customers with whom CURVE has made initial contact shall also be considered Confidential Information. Consultant acknowledges that such Confidential Information and material will be received, preserved, and protected as confidential and/or proprietary to CURVE and/or Client and represents and warrants that will not use, rely upon, or disclose the existence, source, content, or substance thereof other than:
- i. for the purpose of furthering and serving the interests of CURVE and/or Client in connection with the project described above;
 - ii. to individuals responsible to the undersigned who must have such knowledge in order to pursue their assigned responsibilities (such individuals may at Client's request, be required to execute Client's standard form of non disclosure agreement); and
 - iii. information which:
 - a) at the time of disclosure by CURVE or Client was already known to the undersigned;
 - b) after disclosure by CURVE and/or Client, is received by the undersigned from an independent source entitled to disclose such;
 - c) has been independently developed by the undersigned;
 - d) has been approved for release by written authorization executed by an authorized officer of CURVE and Client; or
 - e) any portion thereof which CURVE and/or Client acknowledges in writing for the undersigned as being generally known in the trade.
- B. In no event shall Consultant be deemed, by virtue hereof, to have acquired any right or interest in or to the Confidential Information. All Confidential Information and/or documents shall remain the property of CURVE and/or Client, shall not be duplicated or otherwise updated, reproduced, or preserved, and shall be surrendered to CURVE and/or Client upon request.
- C. Any and all notes, records, reports, drawings, customer lists, inventions, creations, works, devices, models, works-in-progress, deliverables and computer programs (source code, object code and listing), (collectively "Proprietary Information") devised, made or kept by Consultant in the course of its performance hereunder or in connection with any inventions made or conceived by Consultant which belong to CURVE and/or Client pursuant to Paragraph 6 shall be and are the exclusive property of CURVE and/or Client. Consultant hereby assigns to CURVE and/or Client all of its right, title and interest in and to all works prepared pursuant to this Agreement, and acknowledges that CURVE and/or Client has the sole right to obtain copyrights upon any such writings. Consultant agrees that upon the request of CURVE and/or Client it will place all such Proprietary Information in CURVE's or Client's possession and will not retain or take with it, without the written consent of CURVE and/or Client, any Proprietary Information relating to or made in the course of its performance.

4. Reports

Consultant agrees that it will from time to time during the term of this Agreement or any extension thereof keep CURVE advised as to Consultant progress in performing the services hereunder, and that it will, as requested by CURVE, prepare written reports with respect thereto.

5. Conflicting Obligations

Consultant certifies that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying with the provisions hereof, and further certifies that it will not enter into any such conflicting agreement during the term of this Agreement. Consultant further certifies that it will not disclose to CURVE any confidential, secret, and/or proprietary information which is the property of others and which Consultant is not authorized to disclose.

6. Intellectual Property

- A. All intellectual property, including inventions, improvements, developments, trade secrets, copyrightable works, ideas and discoveries conceived, or discovered, or first actually reduced to tangible work product by Consultant (whether or not patentable) solely or in collaboration with others in the course of its performance hereunder, is property of CURVE and/or Client. Consultant agrees to assign and does hereby assign fully to CURVE and/or Client all such intellectual property, including, but not limited to, title to any patent and copyright applications and patents and copyrights. Consultant agrees to promptly (1) execute and deliver to CURVE or Client any and all documents necessary to vest title thereto in CURVE and/or Client upon presentation and (2) disclose all related information which has been originated, in whole or in part, by Consultant. Work done hereunder by Consultant shall be deemed work for hire.
- B. During and after the term of this Agreement, Consultant shall assist CURVE and/or its nominees and/or Client in every reasonable way, at CURVE's expense, to document, secure, maintain and defend for CURVE's and/or Client's own benefit, in any and all countries, all copyrights (including audio-visual copyrights), patent rights, mask work rights, trade secret rights and other proprietary rights in and to the Proprietary Information.
- C. To the extent that Consultant incorporates any third party software into any CURVE or Client software, hardware or other property in the course of performing this Agreement, which third party software is not licensed to or owned by CURVE or their Client, Consultant warrants that it has the right to distribute the third party software for such use, free of any royalty or other obligation of CURVE and/or Client to any third party.
- D. Consultant shall indemnify, hold harmless and, at CURVE's and/or Client's request, defend CURVE, its subsidiaries and affiliates and/or Client from and against all claims, liabilities damages, losses and expenses, including, but not limited to reasonable attorney's fees and costs of suit, arising out of or in connection with all claims that the use or disclosure of the third party software by CURVE or any of its subsidiaries, affiliates or Client violates any third party rights.

7. Term and Termination

- A. The Per Diem rate discussed and approved at the signing of the contract will not vary until final completion of the said contract. Upon completion of contract, revision of Per Diem rate can be discussed and approved by both parties. Per Diem rate is described in Exhibit A.
- B. This Agreement shall commence on the Effective Date set forth above and unless sooner terminated, shall continue for the period described in Exhibit A.
- C. **Termination for Cause:**
CURVE shall be entitled to terminate this agreement without notice and without compensation, if any of the following occurs:
- a) If the Consultant participates in, or acquiesces in, any theft of property from CURVE or any fraud upon CURVE,
 - b) If there is personal conduct on the Consultant's part which is of such serious and substantial nature that it would injure the reputation CURVE if the Consultant were to remain with CURVE,
 - c) If the Consultant is not deemed to be performing to the standards of CURVE,
 - d) If the Consultant does anything else which is considered at law to be sufficient grounds for terminating this Consultant's agreement without notice or compensation in lieu thereof.
- The parties understand and agree that the giving of notice or payment of compensation in lieu of notice by CURVE to the Consultant on the termination of this Consultant's agreement shall not prevent CURVE from alleging cause for the termination.
- D. If Consultant unilaterally terminates this Agreement, without a reasonable cause, Consultant will be liable for compensating CURVE of all costs arising from such termination.
- E. The terminating party should provide a two weeks prior written notice of such termination to the other party.
- F. In the event of any termination hereof, Consultant shall forthwith deliver and surrender to CURVE possession and title to all work in process initiated under this Agreement. Except for termination due to default or material breach by Consultant, upon receipt thereof, CURVE shall pay Consultant for all work performed prior to the effective date of termination which accords with the assignment given Consultant hereunder on the basis of time expended at the applicable contract rate, but in no event exceeding the maximum payment specified herein. The obligations of the parties under Paragraphs 3, 6, and 8 shall survive any such termination.
- G. No illegal, improper, or unethical payment or other activities shall be made or undertaken by Consultant in connection with service to be performed for CURVE. If CURVE becomes aware of any such payments or activities, CURVE may immediately terminate this Agreement.

8. Relationship of Parties

It is agreed that Consultant's services are made available to CURVE on the basis that Consultant shall retain its status as an independent contractor to CURVE and not as CURVE employee. Consultant shall use Consultant's own discretion in performing the tasks assigned, subject to the general direction of CURVE and subject to the express condition that Consultant shall at all times comply with applicable law.

As an independent contractor, the Consultant agrees that any levies, income tax, or the like that are levied against the Consultant by a municipal, provincial, state or federal tax agency for performing the duties of this Consultancy Services Agreement are the sole responsibility of the Consultant.

The Parties agree that at no time does an employer = employee relationship arise out of the performance of this Consultancy Services Agreement.

9. Indemnity for Consultant's Acts

Consultant shall indemnify, hold harmless and, at CURVE's request, defend CURVE, its subsidiaries and affiliates from any, and against all claims, liabilities, damages, losses and expenses, including, but not limited to reasonable attorney's fees and costs of suit, arising out of or in connection with any negligent, malicious or willful act or any negligent, malicious or willful omission of Consultant, its employees, agents, suppliers or subcontractors, including but not limited to, liability arising from any injury or death to persons or loss of, or damages to, property resulting from Consultant's failure to fulfill any obligation under this Agreement.

10. Non-Competition

A. In order that CURVE be able to enjoy the full benefit of its Trade Secrets and in order to protect the value and utility to CURVE of same and all of CURVE's rights hereunder, Consultant hereby agrees and consents to the limitations and obligations imposed by this article 10.

B. If the Consultant resigns, Consultant hereby agrees that for the period of twelve months thereafter, Consultant will not be employed or otherwise be directly or indirectly engaged by any government department, firm or corporation for whom CURVE has provided the professional services of Consultant if such engagement by the Consultant by that government department, firm or corporation is to provide "Competing Services", which are defined for the purpose of this Agreement as services that:

- i. CURVE is contracted to provide to that entity at the time of the Consultant's resignation; or
- ii. Which are the subject of a contract CURVE is negotiating with that entity at the time of the Consultant's resignation

C. The Consultant hereby agrees that the Consultant shall not:

- i. During the term this agreement and for a period of twelve months thereafter directly or indirectly induce any individual who is then employed by CURVE to leave the employ of CURVE or to be employed in any manner by the Consultant or any person, firm, association, syndicate, partnership or company in any manner associated with the Consultant without the prior written consent of CURVE;
- ii. If Consultant resigns, for a period of twelve months thereafter, directly or indirectly induce any person, firm, association, syndicate, partnership or company that is a client of CURVE (or that is at the time of the Consultant's resignation in negotiations with CURVE for the purposes of or with the intention of becoming a client of CURVE) to become a client of the Consultant (or a client of any person, firm, association, syndicate, partnership or company in any manner associated with the Consultant) for Competing Services (as defined in section 10.B above), without the prior written consent of CURVE

D. The restrictions contained in this Article 10 are recognized and acknowledged by the parties hereto as being reasonable and necessary in the circumstances.

11. General

A. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, and any purported assignment without such consent shall have no force or effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their successors and assigns.

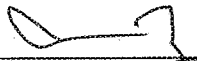
B. No failure or delay by either party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall it be deemed to be a waiver of any of the other terms and conditions of this Agreement.

C. The validity, performance and construction of this Agreement shall be governed by the laws of the Province of Alberta, Canada (excluding its conflict of laws provisions).

- D.** Because Consultant shall have access to and become acquainted with Confidential Information and Proprietary Information of CURVE, Consultant acknowledges that a breach of any of the provisions of this Agreement by it shall result in irreparable harm to CURVE, and Consultant agrees that CURVE shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that CURVE may have.
- E.** All notices or communications to be given under this Agreement shall be in writing and shall be deemed delivered upon hand deliver, upon acknowledged telex, or facsimile communication, or three (3) days after deposit in the mail of the home country of the party, postage prepaid, by certified, registered or first class mail, or one (1) business day after the date of deposit with Federal Express or similar overnight courier, addressed to the parties at their addresses set forth above.
- F.** In the event that any provision of this Agreement is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of the Agreement.
- G.** The terms and conditions of this Agreement may not be superseded, modified, or amended except in writing which states that it is such a modification, and is signed by an authorized representative of each party thereto. Consultant agrees to obtain from all agents or employees of Consultant participating in the rendition of the services called for under this Agreement an agreement to effectuate the terms and conditions of this Agreement.
- H.** The provisions of Section 3, 6, 8, 9, 10 and 11 hereof shall survive termination of this Agreement.
- I.** This Agreement, including exhibits, constitutes the entire agreement between the parties as to the subject matter hereof, and supersedes and replaces all prior or contemporaneous agreements, written or oral, regarding such subject matter, and shall take precedence over any additional or conflicting terms which may be contained in either party's purchase orders or order acknowledgment forms. Consultant represents that it is and will remain in compliance with all applicable laws, regulations, and orders.

Accepted and Agreed:

CURVE

Signature: 

Name: *Ian Z. Puskas*
Title: *Chief Operating Officer*

Date: *06/01/11*

Consultant

Signature: 

Name: Marwan Hilmi
Title: Computer Engineer

Date: June 1st, 2011