

## FREEMIUM AGREEMENT

Cortico Health Technologies Inc. having an address at **6548 Hastings Drive, Vancouver, BC V5B 1S2** ("Cortico") provides an online patient engagement platform that enables digital communication between patients and their healthcare providers in a software-as-a-service environment ("Service").

**IMPORTANT: PLEASE READ THIS AGREEMENT BEFORE YOU CLICK ON THE "YES" BUTTON AT THE END OF THIS DOCUMENT OR BEGIN USING A FREE VERSION OF THIS SERVICE. BY EITHER USING THIS SERVICE OR CLICKING ON THE "YES" BUTTON, YOU ARE CONSENTING TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK ON THE "NO" BUTTON AND DO NOT USE THIS SERVICE.**

The person seeking to use a free version of the Service ("Free User") agrees to the following terms:

1. There is no charge for this free version.
2. Any technology associated with the Service is the exclusive property of Cortico.
3. You obtain limited access to a limited feature set of the Services at no charge, for free. These include the Services described in appendix to this agreement
4. Cortico grants Free User, access to the Service in order to assess and trial the Services.
5. You, the Free User, agree that it is your sole responsibility to comply with privacy, professional and ethical obligations with respect to health records confidentiality & safe-keeping, and any other laws that apply to your use of the Services whether they be federal, provincial, state or otherwise.
6. The Services and any other information associated with the services (for example login credentials, scripts etc) are considered to be confidential information of Cortico and will be treated as confidential by the Customer. **DO NOT SHARE YOUR LOGIN CREDENTIALS. YOU ARE RESPONSIBLE FOR ANY SECURITY BREACHES, LEAKAGE OF CONFIDENTIAL INFORMATION OR BREACH OF HEALTH RECORDS PRIVACY ASSOCIATED WITH YOUR LOGIN CREDENTIALS**
7. Cortico shall not be liable for any consequences arising out of the use of the Service by you, the Free User. you, the Free User acknowledge that this is a free version of the Services and not to be used for commercial purposes or in a commercial environment.
8. **THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH YOU, THE FREE USER. CORTICO STANDARD WARRANTIES WILL ACCOMPANY THE SERVICES WHEN SAME IS LICENSED BY THE LICENSEE.**
9. This Agreement supersedes any other previous understandings, written or oral, expressed or implied.
10. Following the trial period, you, the Free User may no longer use the Services without the consent of Cortico. At any time during or after the trial period you may choose to enter, at your option, into an agreement to use the full functionality of the Services.
11. This Agreement is governed by the laws of the Province of British Columbia, Canada. All disputes arising out of or in connection with this Agreement, shall be referred to and finally resolved by arbitration or mediation under the rules of the British Columbia International Arbitration Centre. The place of arbitration of mediation shall be Vancouver, British Columbia, Canada

## SERVICES DESCRIPTION

- Manage clinic directory profile
- Send and receive secure messages (no attachments) to/from patients and providers
- Make use of free features in the Cortico EMR Add-On browser extension