

ACCEPTABLE USE POLICY

FOR CORTEX ARCHIVE

January 16, 2018

1 SUMMARY

This Acceptable Use Policy (this “Policy”) establishes the acceptable use requirements for Cortex Archive services (the “Services”) offered by Leafsprout Technologies Inc. (“Leafsprout”).

“We” and “us” mean Leafsprout Technologies Inc. “You” and “your” refer to a Customer Organization or its End Users.

The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the Cortex website (www.cortexarchive.com). By using the Services or accessing the Cortex website, you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Services.

2 DEFINITIONS

“Cortex Share” means a time-limited episode of medical record sharing executed via Cortex Archive.

“Customer Data” means all data that are provided to us by or on behalf of you through your use of the Services.

“Customer Organization” means an enterprise, company, agency, institution or organization that has issued an Order to receive Cortex Archive services and has accepted the Terms of Service

“End User” means any person permitted by a Customer Organization to access Customer Data hosted in Cortex Archive or otherwise use the Services.

“Order” means an enrollment for the Services for a defined term signed by both Customer Organization and Leafsprout.

“Services” means one or more of the Cortex Archive services or features made available to you under the Terms of Service and your existing Order with Leafsprout and identified on the Cortex Archive website.

“Terms of Service” means the terms that govern specific features within the Services and customer support for the Services, and are published at www.cortexarchive.com or an alternate site we identify or form an agreement executed between you and Leafsprout.

“We” and “us” mean Leafsprout Technologies Inc.

“You” and “your” refer to a Customer Organization or its End Users.

3 SCOPE AND APPLICATION

This Policy applies to all Customer Organizations and End Users.

4 ACCOUNTABILITY

If you are a Customer Organization, you are responsible for any access or use of the Services made by any End User who obtained his or her passwords, PIN numbers, secure tokens, digital certificates or any other identifiers (“Credentials”) to access the Services from you or at your direction. Credentials which must be uniquely assigned to named individuals. If you are an End User you are responsible for safeguarding your Credentials.

If you are a Customer Organization, you control access by End Users, and you are responsible for their use of the Services in accordance with this Policy. You are responsible and liable for any use of the Services through End User accounts. Note that if the End User is an external entity that you choose to share clinical information with via Cortex Archive, you are accountable for ensuring that the End User in question has the right to view that clinical information.

You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Services to you without violating the rights of any third party or otherwise obligating Leafsprout to you or to any third party. Leafsprout does not and will not assume any obligations with respect to Customer Data or to your use of the Services other than as expressly set forth in this Policy or as required by applicable law.

5 ACCEPTABLE USE

We grant you the right to access and use the Services subject to the terms of this Policy and as further described in your Cortex Archive Order and Terms of Service. We reserve all other rights.

You are permitted to use the Services solely for the purpose of providing health care, or such other purposes as may be described in your Order.

6 INAPPROPRIATE AND UNACCEPTABLE USES

You may not use or assist anyone else to use the Services in any manner that constitutes an inappropriate or unacceptable use.

6.1. Intellectual Property

You may not reverse engineer, decompile, disassemble the Services; or share non-public System features or content with any third party; or access the Services in order to build or help to build a competitive product or

service, to build or help to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System.

6.2. Resale or Redistribution of Services

You may not resell or redistribute the Cortex Archive Services without the express written consent of Leafsprout, except for the practice of charging a fee to recipients of a Cortex Share, which is permitted under this Policy.

6.3. Circumventing or Disabling Mechanisms in Services

You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Services.

You may not wilfully bypass or subvert Leafsprout's physical, logical or procedural safeguards such as firewalls, web-filtering software or other access controls.

You may not attempt to disrupt, degrade, impair or violate the integrity or security of the Services (e.g., "hacking", denial of service attacks), including any activity that typically precedes attempts to breach security such as scanning, probing, vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of Leafsprout's IP space.

6.4. Credentials

You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Services. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials or any security incident related to the Services.

You may not: (a) allow anyone else to use your login credentials on any Cortex Archive system; (b) leave your user accounts logged in at an unattended and unlocked computer; (c) use someone else's login credentials to access Cortex Archive; (d) leave your login credentials unprotected (e.g., write them down).

6.5. Unauthorized Use

You may not: (a) perform any unauthorized changes to Cortex Archive's systems or information; (b) attempt to access data or any system that you are not authorized to use or access; (c) exceed the limits of your authorization or specific business need to interrogate the system or data; (d) give or transfer data or software from Leafsprout or Cortex Archive to any person or organization without authority to do so.

6.6. Illegal, Harmful or Fraudulent Activities

You may not violate any applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

You may not transmit, distribute or store information, as reasonably determined by Leafsprout, as inappropriate, obscene, defamatory, threatening, abusive, advocating violence, or which violates a law, regulation or public policy. You may not commit acts of vandalism, which is defined as any malicious attempt to harm or destroy the information of another user, Cortex Archive, the Internet or other networks;

You may not send anonymous messages or unsolicited bulk email messages (“spam”) or impersonate any other person.

You may not perform any other activity that may expose Leafsprout to civil liability.

7 BREACHES OF THIS POLICY

7.1. You must report all breaches of this policy of which you are aware to Leafsprout. If you are an End User you must do so through the help desk from which you receive technical support. If you are a Customer Organization you must contact Leafsprout directly.

7.2. Leafsprout reserves the right to investigate suspected breaches of this policy, and you must cooperate when asked to assist in any such investigation.

7.3. Leafsprout may, in its sole discretion, suspend or revoke your access to Leafsprout’s products, services, or technology infrastructure, including Cortex Archive, should you breach this policy.

7.4. If you are a Customer Organization you will cooperate with Leafsprout on the management of breaches of this policy. This responsibility includes, but is not limited to, assisting with the development and distribution of communications regarding breaches or incidents.

7.5. Breaches of this policy may result in criminal prosecution or civil liability.

7.6. Leafsprout may report breaches of this Policy committed by an End User to the Customer Organization responsible for that End User’s actions.

7.7. Leafsprout assumes no liability for enforcing or not enforcing this policy, and any failure by Leafsprout to enforce any part of this policy shall not constitute waiver by Leafsprout of any right to do so at any time.

7.8. If any provision of this policy is found to be invalid or unenforceable, then that provision will be enforced to the extent permissible, and all other provisions will remain in full force and effect.