

MEDO™ Terms of Service

These Terms of Service (this “**Agreement**”) set out the terms on which Columbia Care LLC (“**Columbia Care**” “**we**” or “**us**”) will provide access to and use of the MEDO™ mobile application (the “**Application**”) which users (“**you**” or “**Users**”) can connect to a MEDO™ inhalation device (the “**Device**”) to control dispensation of medical cannabis through the Device (the “**Service**”). You should read this Agreement carefully. By indicating acceptance of this Agreement or by otherwise using the Service, you are entering into a legally binding agreement with us (and you hereby represent that you are of legal age in the jurisdiction you are accessing the Application from, and are otherwise fully able and competent, to enter into a binding agreement). We provide the use of the Application on the basis of this Agreement and subject to any rules or policies applied by any app store or provider or operator from whose site you download the Application. If you do not agree to these terms and conditions, you must not use the Service.

THIS AGREEMENT CREATES A BINDING LEGAL AGREEMENT BETWEEN YOU AND COLUMBIA CARE, AND INCLUDES AN ARBITRATION CLAUSE UNDER WHICH CERTAIN CLAIMS MAY NOT BE BROUGHT IN COURT OR DECIDED BY A JURY. PLEASE READ THIS AGREEMENT CAREFULLY.

1. Nature of the Service.

- a. *Medical Cannabis Dispensation Control Service.* Columbia Care will use reasonable commercial efforts to provide the Service described in and subject to these Terms of Service. The Service allows Users to use the Application to control the dispensation through the Device of the User’s dosage of medical cannabis.
- b. *Disclaimer re Medical Advice.* Columbia Care is not engaged in rendering medical or similar healthcare advice or services via the Service. The information provided via the Service should not be interpreted as a substitute for consultation, evaluation or treatment by qualified healthcare professionals, and the information made available on or through the Service should not be relied upon when making medical decisions or to diagnose or treat a medical or health condition. You are urged to seek the advice of a physician or a healthcare provider with any questions you may have regarding your health before beginning a treatment plan using medical cannabis or any other plans that may be referenced, discussed or offered under the Service. You should consult your medical, health or other competent professional before using the Service. Any reliance on the Service is at your own risk, and Columbia Care specifically disclaims all responsibility for any liability, loss or risk, personal or otherwise, that is incurred as a consequence, directly or indirectly, of the use of the Device or the Service.

THE SERVICE IS NOT DESIGNED TO PROVIDE MEDICAL ADVICE OR FACILITATE MEDICAL EMERGENCIES. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING YOUR HEALTH. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SERVICE. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. DO NOT RELY ON ELECTRONIC COMMUNICATIONS OR COMMUNICATION THROUGH THE SERVICE FOR IMMEDIATE, URGENT MEDICAL NEEDS.

- c. *Health Care Providers.* You understand and agree that by using the Service, you are not entering into a health care provider-patient relationship with Columbia Care. The Service is not meant to provide complete or exhaustive information about any individual User’s medical condition. You are strongly encouraged to consult with a qualified health care professional for answers to your personal questions.

2. Use of the Service.

- a. *Eligibility.* In order to use the Service, you must be a registered Columbia Care patient that has been recommended to use the Device by your physician (or the parent or legal guardian of a minor who meets such criteria). You must purchase the Device at a retail location, along with disposable cartridges which are inserted into the Device for delivery of the cannabis. You are responsible for providing all of the mobile telephone or handheld devices or other equipment necessary to access and use the Application and the Service and for all related third-party charges (e.g. telephone charges and internet service provider charges). You accept sole responsibility in accordance with this Agreement for, and Columbia Care will not be responsible for, your use of the Application or any Service on or in relation to the Device, and the mobile telephone or handheld device onto which the Application has been downloaded, whether or not it is owned by you.
- b. *Required Information.* At the time of purchase of the Device, you will be required to provide us with demographic and contact information including, but not limited to, your first name, last name, **gender**, date of birth, email address, **telephone number**, and Columbia Care identification number. You represent and warrant to us that you will provide us with accurate, current and complete information. We reserve the right to refuse any requests to purchase the Device and download the Application, without liability or justification. After this information is provided to us at the point of sale of the Device, you will receive an e-mail with instructions on how to download the Application. To use the Application, you will be required to create a password and register with us. You are responsible for your registration, and for all use of the Service using any User credentials or passwords issued to you or chosen by you. You will keep all such credentials and passwords confidential.
- c. *Products.* We strive to ensure that the information on our Service is complete and reliable. Nonetheless, the Service may contain typographical errors and other errors or inaccuracies for which we will not be liable to you or any other person, unless otherwise prohibited by law. We do not guarantee that the Device will be available to all individuals who desire to purchase the Device. We reserve the right to limit Device quantities purchased by Users.

3. Fees and Orders.

- a. *Payment Terms.* The Application is offered free of charge to Users who have purchased the Device. We will refund you in case for Devices returned to us, in unused condition, because they are defective or non-conforming with your order. Columbia Care reserves the right to change pricing and eligibility requirements for purchase of the Device at any time.

4. Your Representations and Warranties. You represent and warrant that you comply and will at all times comply with all applicable laws and regulations in your use of the Device and the Service.

5. Ownership Rights.

- a. *Columbia Care.* The Service, including all aspects of the Application and the Device, is the property of, and owned by, Columbia Care or its licensors. All the software, algorithms, functionality, inventions, designs, concepts, text, images, marks, logos, compilations, content and technology used to deliver the Service or otherwise embodied in, displayed through, or provided directly or indirectly (e.g., emails or other communications from us to you) via, the Service are “**Our Property.**” Except as otherwise expressly permitted by this Agreement, any use, copying, making derivative works, transmitting, posting, linking, deep linking, framing, redistribution, sale, decompilation, modification, reverse engineering, translation or disassembly of Our Property is prohibited. You acknowledge that Our Property has been created, compiled, developed and

maintained by us at great expense of time and money such that misappropriation or unauthorized disclosure or use of Our Property by others for commercial gain would unfairly and irreparably harm us in a manner for which damages would not be an adequate remedy, and you consent to our obtaining injunctive relief to restrain any breach or threatened breach of this Agreement, without any requirement to post bond. You may be subject to criminal or civil penalties for violation of this paragraph.

The marks COLUMBIA CARE, MEDO, and any associated logos, are registered or unregistered trademarks or service marks of Columbia Care or its licensors. You may not use them, or any of our other marks or logos, in any manner, including any use that is likely to cause confusion or that disparages or discredits us, without our consent. The Service may also feature the trademarks, service marks, and logos of third parties, and each owner retains all rights in such marks. Any use of such marks, or any others displayed on the Service, will inure solely to the benefit of their respective owners.

Subject to the terms and conditions herein, we grant you the non-exclusive, non-transferable, limited, revocable right to access and use Our Property solely to the extent necessary for you to use the Service, as permitted by this Agreement, solely for your personal non-commercial use (or, for the personal, non-commercial use of your minor child, if you are the parent or legal guardian of such a minor who is a registered Columbia Care patient and whose physician has recommended use of the Service for such minor). We reserve all other rights. For clarity and without limiting other obligations herein, Users shall not distribute or otherwise commercialize Our Property.

- b. *User.* Except as provided herein, you retain all rights and title in and to the information you provide to us when you register with us when you purchase your Device. You hereby grant to Columbia Care the right to collect and store, in encrypted form, certain non-personal, anonymized information related to your usage of the Device, including the time and date of usage and the dosage dispensed during usage session, and a perpetual, irrevocable, worldwide, royalty-free right and license to use, reproduce and modify such information, which has been de-identified or aggregated, to improve its products, services and processes.
- c. Use of the Service. You must comply with all rules and policies about use of the Service in this Agreement and that we publish from time to time. These rules and policies will be available on the Service. Certain features or content within the Service may contain supplemental terms of use, to which you must agree in order to use the relevant features or content. You must not: (a) harvest or otherwise collect information about others from the Service; (b) take any action that imposes or may impose an unreasonable or disproportionately large load on the Service or its infrastructure, or bypass any measures we may use to prevent or restrict access to any portion of the Service (or other accounts, networks or services connected thereto); (c) use manual or automated software, devices, or other processes to “crawl”, “scrape” or “spider” any of the Service or otherwise to copy, obtain, propagate, distribute or misappropriate any information or other content from the Service, including any of Our Property; (d) distribute or otherwise make available any information or other content obtained through the Service to any third party, except as expressly permitted herein; (e) otherwise interfere in any manner with the use or operation of the Service; or (f) use the Service in the development, directly or indirectly, of any product, software or service that offers any functionality substantially similar to, or competitive with, the Service. We reserve the right (but are under no obligation) to investigate any claim that use of the Service does not conform to the terms and conditions of this Agreement, and to terminate your use of the Service for breach of this Agreement.

6. Feedback. If you provide to us (directly or indirectly, and by any means) any comments, feedback, suggestions, ideas, or other submissions related to the Service (collectively “*Feedback*”), the Feedback will be the

sole property of Columbia Care. We will be entitled to use, reproduce, disclose, publish, distribute, and otherwise exploit in any manner, all Feedback, without restriction and without compensating you in any way. We are and shall be under no obligation to maintain any Feedback in confidence, or to respond to any Feedback.

7. Warranty Disclaimers and Limitations of Liability. THE SERVICE IS PROVIDED “AS IS”, WITH ALL FAULTS. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (A) ALL WARRANTIES RELATED TO THE SERVICE; (B) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND (B) THAT THE SERVICE, THE DEVICE OR OUR PROPERTY WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR (I) THE ACTS OR OMISSIONS OF ANY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THIRD PARTY SERVICE PROVIDERS, AND (II) THE DEVICE, HOW YOU MAY USE THE DEVICE, AND ANY EFFECTS OF THE DEVICE ON YOU OR ANY THIRD PARTY. We may pause or interrupt the Service at any time, and you should expect periodic downtime for updates to the Service. No advice or information, whether oral or written, obtained by you from us or through the Service will create any other warranty.

WE HEREBY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USERS OF THE SERVICE OR THIRD PARTIES.

UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM US ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR OUR PROPERTY, EVEN IF WE HAVE BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE, OR OUR PROPERTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID BY YOU TO US FOR THE SERVICE INCLUDING THE DEVICE IN THE PRIOR YEAR (OR, IF YOU ARE A NON-FEE PAYING USER, TO THE AMOUNT OF \$10).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

8. Third Party Services. Without limitation of the disclaimers and limitations of liability set forth in Section 8, you acknowledge and agree that Columbia Care provides the Service using third party service providers, including for determining eligibility to use the Service, for sales of the Device, and as otherwise described in the Privacy Policy. Columbia Care does not endorse, and hereby disclaims all liability or responsibility to you or any other person for, any third party services. We reserve the right to change the terms of any third party service provider relationship or terminate your access to the Service at any time upon notice to you due to a change necessitated by unforeseen circumstances that may arise after the date hereof, regulatory changes or changes imposed or required by a third party service provider.

9. Indemnity. You will indemnify us, our affiliates, and our and their respective partners, members, trustees, directors, officers, employees, and licensors against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs, expenses and attorneys’ fees (“*Liabilities*”) arising out of or related to (a) your breach of this Agreement, or (b) your use of the Device or Service (but excluding any Liabilities to the extent caused by our negligence or willful misconduct). We reserve the right to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which you are obliged to indemnify us. You will cooperate with us with respect to such defense and settlement.

10. Our Privacy Policy. We operate the Service under the Privacy Policy published at www.col-care.com/privacy (the “*Privacy Policy*”), which is hereby incorporated into this Agreement. Each party shall comply with the Privacy Policy.

11. Suspension and Termination. You may terminate this Agreement at any time by ceasing to use the Service. We reserve the right to suspend your access to the Service at any time if we believe you are in breach of this Agreement. We reserve the right to terminate this Agreement or to cease to offer the Service at any time on written notice to you (including by posting on the Application) for any reason or no reason. If this Agreement is terminated for any reason or no reason, you agree that we shall not be liable to you, or any third party, for compensation, reimbursement, or damages in connection with termination of this Agreement. Upon termination, your account registration information will be deactivated and may no longer be retrievable by you. Please note, however, that information you have provided to Columbia Care is backed-up and saved on a server and as such, we cannot guarantee that information that has been deleted from Columbia Care account will not be available elsewhere. Sections 1 and 4 through 18, any accrued obligations and remedies hereunder, and any other provisions that by their nature should reasonably survive, shall survive the termination or expiration of this Agreement.

12. Modification of Service and Agreement. We reserve the right to modify the Service at any time, without notice to you. We may also from time to time amend this Agreement prospectively. If we do so, we will notify you by posting on the Application. You agree that your continued use of the Service constitutes your agreement to the amended Agreement. If you do not agree to any amended Agreement that we publish, you must terminate your account and cease using the Service. Except as set forth above, this Agreement may be amended or modified only by an express writing signed by Columbia Care.

13. Children. The Service is not directed to users under the age of 18. The Service does not knowingly collect personal information from children under the age of 13. If you are under 18, you are not permitted to use the Service or to send personal information to Columbia Care; a minor child who is a registered Columbia Care patient and for whom use of the Service has been recommended by his or her health care provider may access and use the Service only under the supervision of his or her parent or legal guardian.

14. Applicable Law. You and we each agree that all disputes or other matters arising from or relating to this Agreement, or the use or operation of the Service, will be governed by the substantive laws of the State of New York, U.S.A., without regard to its or any other jurisdiction’s conflicts of laws principles that would apply another law. Any action or proceeding by you relating to any claim arising from or relating to the Service or this Agreement must commence within the shorter of the applicable statute of limitations or one year after the cause of action has accrued. The United Nations Convention for the International Sale of Goods is hereby disclaimed.

15. Arbitration. We will attempt to resolve disputes with Users to their satisfaction. If, however, a matter arises that cannot be resolved promptly between you and us, you agree that any disputes arising out of or relating to the Service, your purchase or receipt of the Products or this Agreement (including the validity and scope of the agreement to arbitrate and any disputes with other users of the Service) shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association (“AAA”) under the Federal Arbitration Act, and shall be conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by the AAA (for information on the AAA and its rules, see adr.org). You agree that the arbitration shall be held in New York, New York unless the AAA or the arbitrator shall determine that venue in such city is unreasonably burdensome, in which case the AAA or the arbitrator shall select a venue that is not unreasonably burdensome to both you and us. You agree that, if the AAA shall be unavailable or decline to administer the arbitration, and the parties do not agree on a substitute, a substitute administrator or arbitrator shall be appointed by the court. The arbitrator may render early or summary disposition of some or all issues, after the parties have had a reasonable opportunity to make submissions on these issues. At Columbia Care’s option, this provision shall not apply to claims of patent, trademark, or copyright infringement or misappropriation of trade secrets (collectively, “*IP Claims*”). With respect to any IP Claims that are not subject to arbitration under the above provision, you hereby consent to non-exclusive jurisdiction and venue in any federal or state court located within New York, New York,

U.S.A., with respect to any suit, claim or cause of action arising from or relating to the Service or this Agreement, and you shall not bring any such suit, claim or cause of action except in a court located within New York, New York, U.S.A. You agree that any arbitration shall not permit claims on a class, mass, representative, or private attorney general basis. You further agree that no claims of other parties may be consolidated with your or our claims in the arbitration without both your and our consent. **YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS, MASS, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED ACTION AGAINST US.** If any part of this Arbitration clause is later deemed invalid as a matter of law, then it shall be severed and the remaining portions of this section shall remain in effect, with the exception that if the preceding paragraph is deemed invalid, then this entire section shall be deemed invalid and the arbitration clause shall be void.

16. Force Majeure. Columbia Care will not be liable for lost or destroyed Devices, or delay or non-performance of any of its obligations hereunder or its performance of the Service to the extent that such performance is prevented, prohibited or delayed, or such loss or destruction is caused, by any circumstance for reasons beyond its control including without limitation, labor disputes, fire, flood, natural disaster, war blockade, military operations, riot, civil commotion, plant breakdown, power outage, computer or other equipment failure or non-delivery or delays in delivery by any other suppliers of goods or services utilized in the performance of services under this Agreement, provided that Columbia Care completes performance of the Service within a reasonable time after such circumstances are resolved.

17. Geography. We provide the Service from the United States. The Service is available for use only in those states in the United States where cannabis for medical use is legal. We make no claims that the Service is accessible or appropriate in all locations inside the United States or outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the U.S. states where cannabis for medical use is legal or outside of the United States, you do so on your own initiative and are responsible for compliance with local laws.

18. Miscellaneous Provisions. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by us of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein. No waiver will be binding on us unless made in an express writing signed by us. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between us and you regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. Your registration, this Agreement and your rights and obligations hereunder are not assignable, or otherwise transferable or delegable, by you to any third party without our prior written consent in our sole discretion. Any purported assignment, transfer or delegation without such consent will be null and void. We may assign or otherwise transfer or delegate this Agreement (including any rights or obligations hereunder), including to any purchaser of our business, from time-to-time in our sole discretion. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a "signing" for all purposes. As used herein and unless the intent is expressly otherwise in a specific instance, the terms "include," "includes" or "including" shall not be limiting and "or" shall not be exclusive. Any section headings herein are for convenience only and do not form a part of, and will not be used in the interpretation of, the substantive provisions of this Agreement. You agree that email to your email address on record will constitute formal notice under this Agreement.

Version: June 25 2019