SOFTWARE-AS-A-SERVICE AGREEMENT

This Software-as-a-Services Agreement ("**Agreement**") dated as of the signed sales quote, is made and entered into by and between PDDS Buyer, LLC ("**PDDS**"), a Delaware Limited Liability Company, and customer ("**Client**") (each, individually a "**Party**" or collectively, the "**Parties**"). For purposes of this Agreement, "**PDDS Party**" means any affiliate of PDDS that may provide products or services hereunder or in connection with this Agreement. In consideration of the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows.

By completing the steps to execute this Agreement, Client hereby accepts this Agreement, and represents that it has the authority to bind itself or the Client company to this Agreement.

1. ACCESS TO SERVICES.

1.1. Services; License. Subject to the terms of this Agreement, PDDS grants to Client a limited (during the Term), non-exclusive, non-transferable right and license ("**License**") to access and use the software services (the "**Services**") set forth in an applicable order form executed by and between PDDS and Client (each, an "**Order**") for its internal business purposes. The Services may include PDDS's online dental practice management, imaging, or patient communication software, and/or any other software services or other offerings made generally available by PDDS to its customers (including, for each, any subsequent updates, modifications, enhancements, or new versions).

1.2. Ancillary Services. Included in the Services, and subject to the terms of this Agreement, PDDS shall provide certain ancillary services including (i) standard customer support services as set forth on the attached Exhibit B – Support; (ii) initial training as set forth on the attached Exhibit D – Training; (iii) data conversion services as set forth on the attached Exhibit C – Data Conversion; and (iv) such other services as PDDS may, in its sole discretion, deem appropriate to offer to Client ("**Ancillary Services**"). Client may opt to purchase enhanced Ancillary Services or may incur additional charges in accordance with the rates set forth in the applicable Exhibits and/or Documentation.

1.3. Additional Terms. Additional terms governing Client's use of the Services may be set forth in an Order. Client understands and agrees that it may only access and use the Services in a manner pursuant to PDDS's published user guides, manuals, instructions, and/or specifications provided or made available to Client (the

"**Documentation**"). PDDS may update, modify, or improve the Services and/or Documentation at any time and at PDDS's sole discretion. In order to access the Services, Client may be required to agree to additional on-line terms and conditions, including the Website Terms of Use (published at https://www.planetdds.com/terms-of-use/) and Privacy Policy (https://www.planetdds.com/privacy-policy/) (collectively, the "**Web Terms**"). Client hereby agrees to the Web Terms, the terms of which are incorporated by reference as if fully set forth herein. PDDS may revise and update these Web Terms from time to time in our sole discretion. All changes are effective immediately when posted and apply to all access to and use of the Website thereafter. Client's continued use of the Website following the posting of revised Terms of Use means that Client accepts and agrees to the changes.

2. CLIENT OBLIGATIONS.

2.1. Use Restrictions. Client acknowledges and agrees that, in the use of the Services, it will not:

(a) use the Services or permit the Services to be used to perform any file storage or other services for any third party;

(b) upload or permit the Services to be used to upload any data that (i) infringes the intellectual property rights or other proprietary rights of any third party, (ii) is unlawful or objectionable material, or (iii) contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots;

(c) use or permit the use of any software, hardware, application or process that (i) interferes with the Services, (ii) interferes with or disrupts servers, systems or networks connected to the Services, or violates the regulations, policies or procedures of such servers, systems or networks, (iii) accesses or attempts to access another customer's accounts, servers, systems or networks without authorization, or (iv) harasses or interferes with another PDDS customer's use and enjoyment of the Services;

(d) tamper with or breach the security of the Services;

(e) modify, port, adapt, translate or create any derivative work based upon the Services or the Documentation;

(f) reverse engineer, analyze, decompile, disassemble, or otherwise derive or attempt to derive the source code of the Services,

(g) copy, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, use, offer on a service bureau basis, deliver or otherwise transfer the Services or Documentation, in whole or in part;

(h) delete or in any manner alter any notices, disclaimers or other legends contained in the Services or Documentation appearing on any screens, documents, reports, numeric results or other materials obtained by Client through use of the Services;

(i) ship, transmit, transfer, or export the Services into any country not expressly approved by PDDS or use the Services in any manner prohibited by United States export laws, restrictions, or regulations; and

(j) access the Services by any method that violates the protocols of Exhibit A to this Agreement (including as such may be supplemented or otherwise modified in writing by PDDS.

2.2. Notwithstanding the foregoing, Client may make copies of the Documentation for its own internal use in connection with its use of the Services. Client may print out, or otherwise make, printed copies of the reports, numeric results, and other information or materials generated from Client's access and use of the Services for internal business purposes only.

2.3. Client shall, in its use of the Services, abide by and comply with all applicable local, state, national and international laws and regulations ("**Applicable Laws**"), including, for the avoidance of doubt, the US Health Insurance Portability and Accountability Act of 1996 and all current laws, rules and regulations relating thereto, and the TCPA and CAN-SPAM, and all relevant implementing rules, orders, and regulations of the Federal Trade Commission and Federal Communication Commission. Client agrees and acknowledges that it, not PDDS, is responsible for any applicable vertical or industry-specific regulation compliance. In addition, Client is solely responsible for: (a) collecting and maintaining your subscriber lists and other customer data in accordance with Applicable Laws; (b) providing notice and obtaining consent from any customer, prospective customer, or any other individual who interacts with Client, its affiliates, or agents in connection with the Service as required under Applicable Laws for your use of the Services, including sending text messages; and (c) ensuring that all marketing and promotional activities that you conduct through the Services comply with Applicable Laws, including the content of your messages and campaigns. To the extent PDDS provides advice, guidance, templates, or suggestions via the Services, Ancillary Services, or otherwise, the foregoing are provided solely for convenience and PDDS does not assume any responsibility for your obligations under this Section, and you remain solely responsible for your own compliance. You should confer with your own independent legal counsel to determine whether marketing

activities and content are sufficient for your purposes and meet your obligations under Applicable Laws.

3. OWNERSHIP. As between PDDS and Client, Client agrees that the Services, as well as all related technology, software code, services, trademarks, service marks, logos, and all content displayed in the Services, as well as all of the Documentation (collectively, the "**PDDS Materials**"), constitute the intellectual property of and are owned by PDDS. As between PDDS and Client, Client agrees that PDDS retains title to and ownership of all right, title, and interest in the PDDS Materials, including all intellectual property and other proprietary rights therein (subject to the applicable limited licenses expressly granted by PDDS to Client under this Agreement). All rights not expressly granted herein are reserved by PDDS.

4. DISCLAIMERS. CLIENT UNDERSTANDS THAT THE PDDS MATERIALS AND ANY OTHER SERVICES ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDDS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES INCLUDING ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5. LIMITATIONS ON LIABILITY. THE TOTAL AND ENTIRE LIABILITY OF PDDS AND THE PDDS PARTIES IN THE AGGREGATE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR CLIENT'S USE OF THE SERVICES WILL BE LIMITED TO THE LESSER OF (i) FEES RECEIVED FROM CLIENT UNDER THIS AGREEMENT IN THE MOST RECENT THREE (3) MONTH PERIOD; OR (ii) FIFTY THOUSAND DOLLARS ($50,000). PDDS AND THE PDDS PARTIES SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER OR NOT PDDS, THE PDDS PARTIES AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE). PDDS AND THE PDDS PARTIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM ANY ALTERATION, DESTRUCTION OR LOSS OF ANY DATA OR INFORMATION INPUT, GENERATED OR OBTAINED FROM ACCESS AND/OR USE OF THE SERVICES, INCLUDING ANY REPORTS OR NUMERIC RESULTS, WHETHER OR NOT PDDS AND THE PDDS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES AND LIABILITIES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PDDS AND CLIENT, AND THE PRICING FOR THE LICENSE REFLECTS SUCH LIMITATIONS.

6. REGISTERED AND LICENSED USERS. In order for Client to access and use the Services, Client shall register an account with PDDS, provide PDDS with an email address, complete the online signup process (to include providing valid credit card information), and obtain a unique password for accessing the Services ("Password"). Upon receiving an initial system Password, Client may issue unique User IDs and passwords, as provided for in Exhibit A hereto, to its authorized employees and agents ("Licensed Users"), if applicable, as provided for in Exhibit A hereto. PDDS may obtain email addresses from Licensed Users upon their accessing and using the Services for the express purpose of supporting Client. Client is responsible and wholly liable

for all acts or omissions committed under Client's Password and any and all accounts issued by Client to Licensed Users.

7. CLIENT DATA.

7.1. As between Client and PDDS, Client owns and will remain the sole and exclusive owner of all information and data it (or a Licensed User) inputs into the Services (the "**Data**"). Client hereby grants to PDDS (and its service providers) a limited, non-exclusive, worldwide license to access and use the Data in order to provide the Services. In addition, Client permits PDDS to access any reports or numeric results, and prior to Client's submission of Data, reports and numeric results, for the purpose of ensuring proper access and use of the Services by Client in accordance with this Agreement and to maintain and troubleshoot the Services. PDDS will maintain reasonable technical, physical, and administrative measures to safeguard the confidentiality of the Data. For Clients located in Alberta, PDDS shall, on request of Client, provide Client with information necessary to monitor compliance with this agreement including providing a description of safeguards in place for the security and protection of the Data. In the event of any loss or damage to Client's Data, reports or numeric results, Client's sole and exclusive remedy shall be for PDDS to use commercially reasonable efforts to replace or restore the lost or damaged data from the latest backup of such Data, reports, or numeric results which PDDS has maintained in accordance with its standard archival procedures.

7.2. Security of Customer Data. PDDS will host Data in secure, U.S. based facilities. PDDS shall be deemed to have exercised reasonable care in the maintenance, custody and preservation of Data in Company's possession if such Data is treated substantially the same as Company treats its own like data.

7.3. In addition, Client agrees that PDDS may use such Data to compile and distribute statistical analyses, benchmarking and reports utilizing Aggregated Data derived from the Data in accordance with applicable law (including, but not limited to "**HIPAA**" defined as the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and any regulations issued pursuant thereto). For purposes of this Agreement, "**Aggregated Data**" means data and information gathered or obtained by PDDS in connection with the Services, in an aggregated, de-identified form that does not contain or reveal personally identifiable information of Client or any of Client's customers and does not reveal any information that would allow for the identification of Client and/or Client's customers.

7.4. Nothing in this Section limits Client's responsibility to (i) maintain the confidentiality of the its credentials, passwords and encryption keys associated with its and its Licensed Users' accounts, (ii) properly configure and use the Services as required by Client and take its own steps to maintain appropriate security, protection and backup

of the Data, (iii) all activities that occur with respect to its accounts regardless of whether the activities are undertaken by Client, its Licensed Users, its employees or a third party (including its contractors or agents), (iv) Client's access and use of the Services in compliance with this Agreement and the applicable Documentation, (v) all Data, and (vi) ensuring that the storage of Data on the Services system is compliant with applicable privacy law requirements including obtaining patient consent for transfer of information outside of their jurisdiction where applicable/required. PDDS is not responsible for any alteration, compromise, corruption, or loss of Data that arises from any access to, sharing or use of your accounts, credentials, passwords or encryption keys.

8. CONFIDENTIALITY.

8.1. Confidential Information. Client acknowledges that the Services as well as PDDS's and PDDS Parties' technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information, and other materials constitute and contain confidential, proprietary, and copyrighted information and subject matter of PDDS and PDDS Parties ("**Confidential Information**"). Confidential Information shall not include information that is shown by competent evidence: (i) is in or enters the public domain without breach of this Agreement; (ii) was possessed by Client prior to first receiving it from PDDS or an PDDS Party; (iii) was developed by Client independently and without use of or reference to the Confidential Information; or (iv) was received by Client from a third party without restriction on disclosure and without breach of a nondisclosure obligation. The terms and conditions of this Agreement (including any Order) are deemed to be PDDS Materials, and, to the extent not publicly available, are deemed to be Confidential Information of PDDS.

8.2. Protection of Confidential Information. Client agrees to not, directly or indirectly, without PDDS' prior written consent, use the Confidential Information for any purpose other than as expressly permitted under this Agreement; divulge, discuss, provide, transmit, copy, make available or otherwise communicate the Confidential Information to a third party; or permit any third party to use such Confidential Information. Notwithstanding the foregoing, each Party shall be permitted to disclose Confidential Information of the other Party if such disclosure is required by law, provided that the Party required to disclose Confidential Information of the other Party shall (i) give prompt notice of such requirement to the other Party so it will have the opportunity to seek a protective order or other appropriate remedy; and (ii) cooperate in the other Party's attempts to obtain confidential treatment of such Confidential Information.

9. TRADE NAMES AND TRADEMARKS. Each Party hereby agrees that it shall not use or permit any third party to use, at any time, the other Party's trademarks, trade names, or logos without written permission of the other Party, although, each Party may use the other Party's

trademarks, trade names, and logos in a nominative, non-trademark sense in connection with its marketing materials and/or public client lists.

10. NON-SOLICITATION OF EMPLOYEES. Client acknowledges that PDDS has extended significant time and energy recruiting, training, and retaining its employees. Client agrees to not, directly or indirectly, during the term of this Agreement and for a period of twelve (12) consecutive months immediately following the termination of this Agreement by either Party for any reason, solicit for employment any employees of PDDS or any person who had been employed by PDDS during the then-prior three (3) month period, or otherwise interfere with the employment relationship between PDDS and any of its employees. This Section 10 does not preclude Client from hiring any such employee of PDDS who responds to a general solicitation of employment through an advertisement not targeted specifically at PDDS or its employees.

11. INJUNCTIVE RELIEF.

11.1. Each Party acknowledges that a violation of Sections 1, 2, 3, 7, 8, 9, or 10 of this Agreement would cause irreparable harm to the other party for which no adequate remedy at law exists and each Party therefore agrees that, in addition to any other remedies available, the aggrieved Party shall be entitled to seek injunctive relief to enforce the terms of Sections 1, 2, 3, 7, 8, 9, or 10. The prevailing Party shall be entitled to recover all cost and expenses, including reasonable attorney's fees incurred because of any such legal action.

11.2. In the event of a violation or breach by Client of Section 10, Client will pay to PDDS an amount equal to $135,000. The Parties agree that such amount is a negotiated agreement as a reasonable estimate of actual damages that would be incurred by PDDS in the event of any such breach or violation and the Parties intend for such amount to be an enforceable liquidated damages remedy. The amount is reasonable and not intended to be, nor shall it be deemed to constitute, a penalty and is not greatly disproportionate to the significant business loss likely to be sustained by PDDS in connection with any such breach or violation.

12. HARDWARE AND SERVICE REQUIREMENTS. Client is solely responsible for acquiring, servicing, maintaining, and updating adequate equipment, computers, software, communications services (such as internet connectivity charges) and all other technology and services not owned or operated by or on behalf of PDDS, that enable Client to access and use the Services, and for all expenses relating thereto (plus any applicable taxes). Client agrees to access and use the Services in accordance with any and all operating instructions or procedures that may be issued by PDDS and amended by PDDS from time to time.

13. AVAILABILITY. Client acknowledges that functionality of the Services may at times be unavailable and outages may occur. PDDS will use commercially reasonable efforts to make the Services available to Client twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime (typically during weekend off-hours) and (ii) unplanned downtime beyond

PDDS's reasonable control. Notwithstanding the foregoing, PDDS reserves the right, in its sole discretion, to make unscheduled updates or upgrades to the Services.

14. INDEMNITY.

14.1. Indemnification by PDDS.

(a) Except as provided in this Section, PDDS will defend and indemnify Client from and against any damages, liabilities, costs and expenses (including reasonable attorney's fees) ("**Losses**"), arising out of any claim that the Services infringe a valid United States patent or copyright, or misappropriates a trade secret, of a third party.

(b) If any part of the Services used by Client becomes, or in PDDS's opinion is likely to become, the subject of any injunction preventing its use as contemplated herein, PDDS will at its option: (a) procure for Client the right to continue using the Services; (b) replace or modify the Services, so that it becomes non-infringing without substantially compromising its principal functions; or, if (a) and (b) are not commercially reasonable, then (c) terminate Client's license to allegedly infringing part(s) of the Services and provide a refund on a pro rata basis to Client of any monies prepaid by Client for the of the infringing part(s) of the Services.

(c) PDDS will have no liability or obligation to Client hereunder with respect to any claim for United States patent or copyright infringement or trade secret misappropriation, based upon: (i) use of the Services in an application or environment or on a platform or with devices for which the Services was not designed or contemplated; (ii) modifications, alterations, combinations or enhancements of the Services not created by PDDS; or (iii) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Client by or on behalf of PDDS. This Section 14 states the entire liability of PDDS with respect to infringement of any intellectual property rights by the Services or any part thereof or by its use or operation.

14.2. Indemnification by Client. Client shall indemnify, defend, and hold harmless PDDS, its subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns from and against any and all Losses incurred thereby as a result of any third-party claim to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from:

(a) Any materials or information (including Data) provided by or on behalf of Client to the extent prepared without contribution by PDDS;

(b) Client's breach of any covenant or obligation under this Agreement or violation of applicable law;

(c) negligence or more culpable act or omission (including recklessness or willful misconduct) by Client, any Licensed User, or any third party on behalf thereof, in connection with this Agreement.

14.3. Indemnification Procedure.

(a) Each party seeking indemnification ("**Indemnitee**") shall promptly notify the other party in writing of any claim or proceeding ("**Action**") and shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense.

(b) Indemnitor shall, at its own sole cost and expense, promptly assume control of the defense employing counsel reasonably acceptable to Indemnitee; provided, however, that Indemnitor shall not settle any Action in any manner that adversely affects the rights of any Indemnitee without such party's prior written consent, which shall not be unreasonably withheld or delayed.

(c) Failure to perform any obligation under this Section will not relieve either party of its obligations except to the extent that such party can demonstrate that it has been materially prejudiced as a result thereof.

15. U.S. GOVERNMENT CLIENTS. The Services and Documentation are "**Commercial Items**", as that term is defined at 48 C.F.R. §2.101, consisting of "**Commercial Computer Software**" and "**Commercial Computer Software Documentation**", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

16. LICENSE FEE AND TERM.

16.1. In exchange for Client's right to use the Services, Client shall pay PDDS licensing and other fees set forth in the applicable Order. Client shall pay all undisputed amounts due to PDDS within thirty (30) days of receipt of the applicable invoice. Payment shall be paid monthly in US dollars via credit card or automated clearing house, or as mutually agreed by the Parties at time-of-service activation. Client shall be responsible for the payment of all applicable sales, use or other consumer taxes, unless a valid exemption certificate is provided.

16.2. The License to the applicable Services shall remain in effect for a term commencing on the Effective Date and for one year thereafter, and unless otherwise set forth on the applicable Order, will continue month-to-month thereafter until terminated (the "**Term**"). After the initial one-year Term, Company may make reasonable adjustments to the pricing set forth in this Agreement.

16.3. The "**Effective Date**" of this Agreement shall be determined based on: (i) the date of first use; (ii) the date of first on-premises installation; (iii) sixty (60) days from the date this Agreement is executed; or (iv) as set forth on the applicable Order, whichever occurs earliest. If this determined date occurs from the 1st–15th of the month, the Effective Date shall be the 1st of that month. Should the determined date occur between the 16th-end of month, then the effective date shall be the 1st of the following month.

17. TERMINATION.

17.1. Termination. Either Party may terminate this Agreement immediately upon notice if the other Party breaches a material term of this Agreement and fails to remedy that breach within five (5) business days after written notice, which may be electronic (subject to Section 18.7), from the terminating Party.

17.2. Effect of Termination. Upon termination of this Agreement, all rights, including the license granted to Client under this Agreement will cease and Client's access to the Services may be disabled.

(a) Data Export. It shall be Client's sole responsibility to extract a copy of the Data from PDDS' data repositories prior to termination of this Agreement. Client may also request, at any time prior to or within ten (10) business days after termination of this Agreement, that PDDS transmit all Data to a secure site from which Client shall have access to the Data until thirty (30) days after termination of this Agreement. Client must purchase the XVWeb Data Extract ($995 per extract/download) to receive an export of their complete XVWeb server patient and imaging data via a secure download link. If hardware is required due to database size or Customer restrictions (i.e., internet bandwidth, local storage space, etc.), Customer must provide and ship hardware to Apteryx, and pay for return shipping. PDDS may charge a reasonable fee for exports of other PDDS Services. Additional terms may apply as set forth in the applicable Order. PDDS may retain Data (including in its backups, archives, and disaster recovery systems) to comply with applicable law or internal business policies and procedures until such Data is deleted in the ordinary course.

(b) Early Termination Fee. If Client terminates this Agreement for convenience before expiration, or if PDDS terminates this Agreement due to Client's material breach as authorized by this Section 17, then, in addition to any outstanding fees

owed at termination, Client shall pay PDDS an "**Early Termination Fee**" equal to the anticipated Fees for the remainder of the Term for one (1) location. The Parties acknowledge that the Early Termination Fee is reasonable and not intended to be, nor shall it be deemed to constitute, a penalty, and is negotiated compensation for the advance work by PDDS in setting up the Services for Client.

(c) XVWeb Data Export Blackout Period. Client is not entitled to an export of converted data from XVWeb until after the initial one-year Term. PDDS will only provide new data captured during the initial one-year Term.

17.3. Survival. Upon termination or expiration of this Agreement, Sections 2, 3, 5, 6, 7, 8, 9, 10, 11, and 16 of the Agreement along with all payment obligations under this Agreement, including any outstanding fees, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, shall survive such termination or expiration.

18. MISCELLANEOUS.

18.1. Complete Agreement. This Agreement, including any Exhibits attached hereto and any executed Orders that reference this Agreement, constitute the complete and exclusive statement of the agreement between Client and PDDS, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be modified by Client except upon mutual agreement by the Parties in writing. The Agreement may be modified by PDDS as set forth herein. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (a) the body of this Agreement; (b) the exhibits, schedules, attachments, and appendices attached hereto; (c) Orders (except as expressly agreed to by the Parties that an Order provision supersedes the Agreement); (d) the Web Terms and any other documents incorporated herein by reference; and (d) the Documentation.

18.2. Assignment. The Agreement shall bind the Parties and their respective successors and assigns. PDDS may assign the Agreement to a third party without Client's prior written consent. Client may assign the Agreement to an affiliate or due to a change of control or corporate reorganization upon prior written notice to PDDS.

18.3. Force Majeure. Neither Party will be responsible for any failure to perform due to causes beyond its reasonable control, including acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like, except that this provision shall not limit Client's obligation to make payments under the Agreement.

18.4. Governing Law and General Provisions. This Agreement will be governed by the laws of the State of Delaware, USA, excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms. The words "and" as well as "or" shall be interchangeable to provide the broadest interpretation, and the word "including" shall mean "including without limitation" and "including but not limited to" to provide the broadest interpretation. The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. PDDS' failure to exercise or enforce any right or power under this Agreement shall not constitute a waiver of such right or power.

18.5. Non-Disparagement. The Parties agree not to disparage to any other person or entity each other or any of their business or businesses, business ventures, business transactions, or business operations, marketing, management, or any other business related activities whatsoever, or anything else about any or all of them, whether learned before, on or after the date of this Agreement.

18.6. Third Parties. Nothing contained in this Agreement is intended to confer upon any person other than the Parties hereto and their respective successors and permitted assigns, any benefit, right or remedy under or by reason of this Agreement, except with respect to PDDS Parties who shall be deemed third party beneficiaries under this Agreement but solely with respect to those terms that specifically reference a PDDS Party or the PDDS Parties.

18.7. Notices. Any notice or communication from one Party to the other is to be in writing and either personally delivered or sent via facsimile or certified mail, postage prepaid and return receipt requested to the addresses in the applicable Order. In addition, the Parties may use e-mail for notice, provided that the receiving Party acknowledges receipt of the e-mail in writing, such acknowledgment not to be unreasonably withheld. All notices are to be in English and will be effective upon receipt or, in the case of e-mail notice, upon written acknowledgment. To be clear, an automatically generated e-mail response, such as one designed to alert recipients that the sender is out of the office and unable to respond to e-mails, shall not constitute acknowledgment for purposes of this Section.

EXHIBIT A - LICENSED USER LIMITATIONS

1. "Dummy", generic and/or shared Licensed User IDs and passwords are prohibited.

2. Each issued Licensed User ID and password shall be assigned to a single, unique and individually named person. For example, a Licensed User ID shall be issued for the individual "Joan Smith", not "Nurse 1."

3. Except where otherwise set forth in the applicable Order, a Licensed User is restricted to accessing the Services via a single device and may not maintain active sessions on multiple devices simultaneously. Inactive sessions may be auto-terminated as an added security precaution.

EXHIBIT B - SUPPORT

1. Enterprise-Level Support.

1.1. Client shall provide a person(s) or team(s) of Level 1 Support personnel to act as its internal Help Desk(s).

1.2. Level 1 Support, provided by Client's internal Help Desk, is the first line of support for all Licensed Users of Client, responsible for resolving issues raised by its Licensed Users, except those of an unusual, technical or defective nature.

1.3. If Client's Help Desk cannot, after a reasonable expenditure of time and effort, resolve an issue raised by its Licensed Users, the issue may then be escalated to Level 2 Support. Level 2 Support is provided by PDDS.

1.4. PDDS shall provide unlimited Level 2 Support to Client's Help Desk. Level 2 Support will be provided during PDDS' normal business hours. PDDS shall provide Client's Help Desk with electronic contact information by which Client can access PDDS Emergency Level 2 Support.

1.5. Level 2 Support typically addresses issues of an infrequent, unusual, technical, or defective nature, issues that are not typically encountered.

1.6. Level 2 Support shall support Client's Help Desk but will not directly support Client's Licensed users.

1.7. A resolution by Level 2 Support may require the assistance of Client's Help Desk. Any resolution of an issue by Level 2 Support shall be propagated by Client's Help Desk to the appropriate Licensed User(s).

1.8. Should PDDS determine that some portion of the Level 2 Support it is providing to Client is in fact training or Level 1 Support, PDDS reserves the right to bill Client for these services at the Training Rate therefor

2. Practice-Level Support

2.1. Client shall designate a person or team to act as its Support Contact.

2.2. PDDS shall provide unlimited Level 1 and 2 Support via Client's Support Contact. Support will be provided during PDDS' normal business hours. PDDS shall provide Client's Support Contact with electronic contact information by which Client can access PDDS Emergency Level 2 Support.

2.3. Should PDDS determine (in its sole discretion) that some portion of the Support it is providing to Client is in fact training, PDDS reserves the right to bill Client for these services at the Training Rate therefor.

EXHIBIT C – DATA CONVERSION

1. Up to 10 years of historical data will be converted within the bundled services fee. Additional data will require additional charges.

2. Custom programming to complete non-standard conversion work is $175 per hour.

3. Perio chart conversions are considered additional scope and will be charged at a fee of $350 per location.

4. Any conversions completed post go-live, or data uploads required post go-live (including but not limited to perio charts and progress notes) will incur an additional fee of $750 per location.

5. Late Fees may apply for data provided by the customer after specified delivery dates.

EXHIBIT D – TRAININGS

1. All single instances of training will be included in your onboarding package. Any repeat trainings will be subject to additional charges. A complete list of trainings was provided to you upon sale and is included below.

2. Virtual trainings- No-show and late cancellation (less than a 24-hour notice) fees will apply (fee of $170).

3. Virtual Go Live Support is sold separately. A minimum of two hours is required.

4. Onsite training and onsite go live support are sold separately. A two-day minimum is required, and the days must be consecutive.

5. All Onsite Training and Support must be scheduled at least 6 weeks in advance. Changes cannot be made within 2 weeks of any scheduled onsite visit. Any cancellations or changes made within 2 weeks of the scheduled visit will result in additional fees.

6. Standard Training Package Includes the Trainings set forth on the applicable Order.

7. Additional Add-On Trainings Available Upon Request (contact your account manager for a list of available courses)

- Conducted remotely
- $150 per hour
- No show and late cancellation (less than a 24-hour notice) client will be charged $170

8. Go-Live Onsite Support

- Onsite Go Live Prep/Gap Data
    - Typically takes place on Sunday
    - Average of 6 hours, time dependent upon size of office and conversion date
- Go Live Support
    - Two days - Monday and Tuesday
    - 8 hours per day

EXHIBIT E - OVERJET AI ADD-ON

If Client has purchased Apteryx XVWeb AI or Apteryx XVWeb AI Integration, the terms of this Exhibit E - Overjet AI Add-On ("Exhibit E") will apply to such services. To the extent there is any conflict between this Exhibit E and the Agreement, this Exhibit E will control. All terms used and not defined herein will have their respective meanings as set forth in the Agreement.

1. AI Features. This Exhibit E governs Client's use of the clinical artificial intelligence software functionality and documentation ("AI Features") made available by PDDS' licensor, Overjet, Inc. a Delaware corporation with its principal place of business at 560 Harrison Avenue, Suite #403, Boston, Massachusetts 02118 ("Overjet"). During the term of this Exhibit E, PDDS will provide Client with access to the AI Features and deliver to Client through the Services the results of automatic clinical data analysis (the "Results") of digital dental images submitted by Client to the Services ("Scan(s)"). For purposes of this Exhibit E, the Services will include the AI Features and the Data will include the Scan(s).
2. Data License. Client hereby grants to PDDS a limited, worldwide, non-exclusive, royalty-free, fully paid up, non-transferable (except in connection with a permitted assignment of this Exhibit E) right and license (with right of sublicense to third party service providers in connection with providing the Services) during the term of this Exhibit E (i) to use, reproduce, host, store, process, transmit, manipulate and display the Data and Results solely in connection with providing the Services to Client; and (ii) to anonymize the Data and Results and aggregate the same with other anonymized data and results such that the identity of Client or any individual cannot be determined or reverse engineered (such anonymized and aggregated data, "Anonymized Data"). For clarity, Anonymized Data is not Data.
3. Pilot Subscriptions. Notwithstanding anything to the contrary herein, the warranties, indemnities and other obligations of PDDS and its licensors in the Agreement and this Exhibit E shall not apply to trials, evaluations or beta functionality of the AI Features, all of which are provided "as is" and "as available."
4. Client Obligations. In addition to Client's obligations set forth in the Agreement, Client shall not (and shall require that its Licensed Users do not) and shall not allow any third party to: (i) use the Services for the benefit of any unauthorized third party or for any other purpose not expressly permitted by PDDS or its licensors; (ii) use any robot, spider, scraper or other automated means to access the Services in an unauthorized manner, or engage in any scraping, data-mining, harvesting, data aggregating or indexing of the Services; (iii) create Internet "links" to or from the Services or "frame" or "mirror" any content forming part of the Services, other than on Client's own intranets or otherwise for its own internal business purposes, or access or search the Services by any means other than the publicly supported interfaces of PDDS and its licensors; (iv) access or use the Services to create a new or competitive product or service or build a new or competitive add-on, module, or enhancement to an existing product or service; or (v) publicly disseminate information regarding the performance of the Services or Results.

5. Term and Termination. The "Effective Date" of this Exhibit E shall be determined based on: (i) the date of first use; (ii) the date of first on-premises installation; (iii) sixty (60) days from the date this Exhibit E is executed; or (iv) as set forth on the applicable Order, whichever occurs earliest. If this determined date occurs from the 1st–15th of the month, the Effective Date shall be the 1st of that month. Should the determined date occur between the 16th-end of month, then the Effective Date shall be the 1st of the following month. This Exhibit E shall remain in effect for a term commencing on the Effective Date and for one year thereafter, and unless otherwise set forth on the applicable Order, will continue month-to-month thereafter until terminated. Either Party may terminate this Exhibit E immediately upon notice if the other Party breaches a material term of this Exhibit E and fails to remedy that breach within five (5) business days after written notice, which may be electronic, from the terminating Party. On termination of this Exhibit E, all rights granted to Client under this Exhibit E will cease and Client's access to the AI Features may be disabled. If Client terminates this Exhibit E for convenience before expiration, or if PDDS terminates this Exhibit E due to Client's uncured material breach then, in addition to any outstanding fees owed at termination, Client shall pay PDDS an "Early Termination Fee" equal to the anticipated fees applicable to Client's use of the AI Features for the remainder of the term of this Exhibit E for one (1) location. The Parties acknowledge that the Early Termination Fee is reasonable and not intended to be, nor shall it be deemed to constitute, a penalty, and is negotiated compensation for the advance work by PDDS in setting up the AI Features for Client. Upon termination or expiration of this Exhibit E, Sections 6 through 8 of this Exhibit E, and the sections identified in the Agreement as surviving, as incorporated into this Exhibit E, shall so survive.
6. Data Security. Client acknowledges and agrees that Overjet will have no responsibility for errors in transmission, unauthorized third-party access, loss, corruption, destruction, alteration, or unauthorized disclosure of or access to Data which occurs outside of Overjet's reasonable control. Client acknowledges and agrees that Overjet does not provide an archiving or data backup service. Overjet expressly disclaims all other obligations and liability with respect to storage and data backup.
7. Ownership and Feedback. As between Overjet and Client, Overjet owns all right, title and interest in and to the AI Features, including all intellectual property and other property rights therein, and Overjet expressly reserves all rights to the AI Features not expressly granted to Client herein. To the extent Client submits any feedback to Overjet with respect to the AI Features or other Overjet products or services, Client grants to Overjet a worldwide, nonexclusive, royalty-free, fully paid, perpetual, irrevocable, transferable license (with right of sublicense) to use, reproduce, modify, translate, distribute, adapt, translate, publicly perform and display, import, sell, license, offer for sale, make, have made and otherwise commercially exploit the feedback in any form, media, or technology, whether now known or hereafter developed, without restriction or obligation of any kind.

8. **Warranty Disclaimers and Limitation of Liability**.

(a) Disclaimers. THE AI FEATURES AND RESULTS ARE PROVIDED "AS-IS" AND PDDS AND ITS LICENSORS DO NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT THERETO. PDDS AND ITS LICENSORS HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE AI FEATURES AND RESULTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTY ARISING THROUGH COURSE OF PERFORMANCE OR USAGE OF TRADE. NEITHER PDDS NOR ITS LICENSORS NOR ITS OR THEIR EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, REPRESENTATIVES OR CONSULTANTS SHALL HAVE ANY RESPONSIBILITY TO CLIENT OR CLIENT'S USERS WHO USE THE AI FEATURES, OR ANY THIRD PARTY, FOR DIAGNOSIS, TREATMENT, OR MEDICAL PROCEDURES OR PRESCRIPTIONS FOR OR WITH RESPECT TO ANY PATIENT, OR OTHER PROVISION OF HEALTH CARE SERVICES. PDDS AND ITS LICENSORS DO NOT WARRANT THAT CLIENT'S USE OF THE AI FEATURES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, NOR DO PDDS AND ITS LICENSORS WARRANT THAT THE RESULTS WILL BE ACCURATE OR RELIABLE. PDDS AND ITS LICENSORS DO NOT WARRANT THAT THEY WILL REVIEW THE DATA SUBMITTED TO THE AI FEATURES FOR ACCURACY OR THAT THEY WILL PRESERVE OR MAINTAIN THE DATA WITHOUT LOSS OR CORRUPTION. PDDS AND ITS LICENSORS SHALL NOT BE LIABLE FOR THE RESULTS OF ANY COMMUNICATIONS SENT OR ANY COMMUNICATIONS THAT WERE FAILED TO BE SENT USING THE AI FEATURES. PDDS AND ITS LICENSORS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PDDS AND ITS LICENSORS. PDDS AND ITS LICENSORS EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT CLIENT'S USE OF THE AI FEATURES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. CLIENT IS SOLELY RESPONSIBLE FOR ENSURING THAT CLIENT'S AND ITS USERS' USE OF AND ACCESS TO THE AI FEATURES IS IN ACCORDANCE WITH APPLICABLE LAW. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PDDS' AND ITS LICENSORS' LIABILITY UNDER ANY IMPLIED OR STATUTORY WARRANTY, CONDITION, TERM, REPRESENTATION, UNDERTAKING OR GUARANTY WHICH CANNOT BE LEGALLY EXCLUDED IS LIMITED IN RESPECT OF THE AI FEATURES. PDDS and its licensors are not engaged in the practice of dentistry, and the AI Features and Results provided under this Agreement shall not be considered medical advice. Client acknowledges that the AI Features and any Results are not standalone clinical decision tools. Analytics or Results produced by the AI Features are not intended to be medical advice or instructions for medical diagnosis, treatment or care of persons and are designed to be used in conjunction with other processes and procedures used by Client or its users to provide care to patients under the supervision of appropriate healthcare professionals. The AI Features and Results and analytics derived from use of the AI Features are intended as a reference

and a supplement to, and not a substitute for, the knowledge, expertise, skill and judgment of a licensed medical professionals and should not be used to diagnose, treat, cure or prevent medical conditions without supervision of licensed medical professionals and under no circumstances represent the recommendations of PDDS or its licensors. Client acknowledges and agrees that the AI Features or Results shall not be used in connection with rendering patient care by anyone other than an appropriately licensed medical professional exercising professional judgment.

(b) Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, OVERJET WILL NOT BE SUBJECT TO ANY LIABILITY TO CLIENT OR ITS USERS IN CONNECTION WITH THIS EXHIBIT E. WITHOUT LIMITING THE FOREGOING, OVERJET SHALL IN NO EVENT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, INCLUDING CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (WHICH MAY INCLUDE, WITHOUT LIMITATION, LOST PROFITS, REVENUE OR BUSINESS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OR COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES) ARISING UNDER OR RELATED TO THIS EXHIBIT E, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THAT ANY PROVISION OF THIS EXHIBIT E FAILS ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT AND SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE

Updated February 21, 2023