

DENTALHQ PLATFORM CUSTOMER AGREEMENT

FOR DENTISTS/DENTAL PRACTICES

LAST REVISED: June 21, 2023

This DentalHQ Platform Customer Agreement (“**Agreement**”) provides information about how you can use the DentalHQ, LLC (together with its affiliates, successors, and assigns hereinafter referred to as “**DentalHQ**”, “**our**”, “**we**”, or “**us**”) Platform, as defined below, to create one or more dental membership plans (each a “**Dental Membership Plan**” or “**Plan**”) for your patients. To create a Dental Membership Plan using the Platform you must first enroll with DentalHQ at www.dentalhq.com, which includes completing the enrollment process for your practice(s) (“**Practice Enrollment Form**”) and agreeing to the terms of this Agreement. Upon enrollment, you will gain access to DentalHQ’s cloud-based software (“**Platform**”) and our Management Services, as defined below, which you may use to create, administer, and market one or more Dental Membership Plans for your patients. By joining one of your Dental Membership Plans and paying a recurring membership fee (the “**Membership Fee**”), a person (each, a “**Plan Participant**”) becomes eligible to receive the dental services that you decide to include under your Plan (the “**Included Services**”) at no additional cost. DentalHQ provides the Platform by which you may create and administer your Dental Membership Plan, utilize billing & payment processing services for the Membership Fees, financial tools and analysis, and additional marketing & management services (collectively, the “**Management Services**”) as further described herein.

1. DENTAL MEMBERSHIP PLANS.

After completing enrollment, you may use the Platform to create any number of Dental Membership Plans tailored for your practice and patients. You will determine the amounts of any Membership Fees for the Plans and which dental services may be Included Services under the Plans. Optionally, you may also add and promote additional benefits to your Members related to Non-Included Services, as described below. For your convenience, you may choose to use any of the recommended or preset plans included on the Platform, and by doing so you agree to the elements included in each of the preset plans you use. DentalHQ will process the Membership Fees and remit them to you as described herein.

The services that you advertise as Included Services must be provided at no additional charge to your Members. This is what constitutes a Dental Membership Plan. If a Plan Participant requires dental services that are NOT among the Included Services (any “**Non-Included Services**”), you may of your own accord provide those Non-Included Services to the Plan Participant at your then-current rates; OR you may of your own accord apply any Plan Participant cost reductions as a benefit that you may have decided to offer to Members on Non-Included Services. You are NOT required to provide any cost reductions for Non-Included Services. Payment for Non-Included Services is payable directly to you or your practice and is not made by the patient using the Platform. In the future, DentalHQ may offer treatment financing options with integrated partners through the Platform, at which point an additional set of terms would govern how you receive those payments.

DENTALHQ’S OPERATION OF THE PLATFORM PURSUANT TO THIS AGREEMENT COMPLIES IN ALL MATERIAL RESPECT WITH ALL APPLICABLE STATUTES, RULES, AND REGULATIONS (“**LAWS**”). BY ENTERING INTO THIS AGREEMENT AND/OR BY USING THE PLATFORM TO CREATE A DENTAL MEMBERSHIP PLAN FOR PLAN PARTICIPANTS, YOU ACKNOWLEDGE AND AGREE THAT DENTALHQ IS NOT AN INSURANCE COMPANY AND THAT ANY DENTAL MEMBERSHIP PLAN THAT YOU CREATE USING THE PLATFORM IS NOT A CONTRACT OF INSURANCE. A DENTAL MEMBERSHIP PLAN IS A PREPAID PACKAGE OF DENTAL SERVICES THAT YOU AGREE TO PROVIDE TO PLAN PARTICIPANTS IN EXCHANGE FOR THE MEMBERSHIP FEE. A DENTAL MEMBERSHIPS PLAN IS NOT A DISCOUNT PLAN AND DENTAL HQ IS NOT A DISCOUNT PLAN ORGANIZATION.

WE URGE YOU TO CONSULT WITH YOUR LEGAL ADVISORS AND YOUR STATE'S DENTAL BOARD TO DETERMINE THE LEGAL STATUS OF DENTAL MEMBERSHIP PLANS IN YOUR STATE AND TO CONFIRM THAT YOUR PROVISION OF SUCH PLANS COMPLIES WITH THE LAWS APPLICABLE TO YOU AND YOUR PRACTICE. DENTALHQ IS NOT LIABLE TO YOU, YOUR PRACTICE, OR TO ANY OTHER PARTY FOR THE COSTS OF SUCH LEGAL REVIEW, FOR THE COST OF DEFENDING AGAINST ANY LEGAL ACTION, OR FOR ANY FINE, SANCTION, FEE, OR PENALTY THAT MAY BE IMPOSED UPON YOU OR YOUR PRACTICE AS RESULT OF YOUR CREATION, OFFERING, AND/OR OPERATION OF A DENTAL MEMBERSHIP PLAN.

2. MANAGEMENT SERVICES, MANAGEMENT SERVICES FEES, REMISSION OF MEMBERSHIP FEES.

2.1 We may offer various levels and payment options for Management Services and when you sign up to use the Platform. You will be required to choose the level of Management Services you will receive. In consideration for giving you access to the Platform and for performing the Management Services, and subject to Section 2.4 below, you agree to pay DentalHQ the applicable fees for such Management Services (“**Management Services Fees**”). Management Services Fees are based on the level of Management Services you elect to receive when you sign up. We may invoice you monthly, annually, or both for Management Services Fees, depending on your payment preferences chosen during enrollment and checkout steps during sign up. The Management Services Fees may be represented in any of the following forms, such as setup fees, subscription fees, membership volume fees, merchant processing fees, or similar fees that will be indicated upon enrollment. Payment of invoices for Management Services Fees are due upon receipt and are not subject to refunds. Should you believe you are being charged in error, please contact us at support@dentalhq.com to remedy. We reserve the right to terminate your use of the Platform in the event that any Management Services Fees are not paid when due. We will provide not less than ten (10) days prior written notice of such termination. In the event that any amounts are not paid when due, you agree to pay us our legal fees other out-of-pocket expenses that we may incur in collecting such amounts.

2.2 You agree to provide us with valid bank account information and to ensure that such information is always updated as necessary (“**Payment Information**”). For payment of the recurring Management Services Fee and any other amounts due us hereunder, including without limitation payments due us under Section 5, **You authorize** us and our payment processors, as applicable, to use any Payment Information you provide to us at any time to automatically debit any and all amounts owed by you to us, from the designated account on the date the applicable amounts are due under this Agreement or other applicable agreements, if any. For the avoidance of doubt, you authorize us and our payment processors to use your Payment Information to satisfy your payment obligations for amounts owed to us under any agreement you have with us for any products or services you have subscribed to even if you ordered them under different accounts. You certify you are an authorized user of the designated account or that you have permission to designate the account for payment. You agree to follow NACHA rules applicable to ACH transactions. You agree that you will not dispute scheduled transactions with your bank so long as the transactions correspond to this Agreement (as updated from time to time in accordance with the terms herein), or any other agreement between you and us. You understand that because these are electronic transactions, funds may be withdrawn from the account immediately. If an ACH debit transaction is rejected for any reason, you understand we may continue to re-process the ACH debit transaction (for the amount due and any applicable cost or transaction fees) after the first ACH attempt. Further, you understand that we may also impose a fee for each declined transaction, as permitted by applicable law, and that fees for declined transactions may be in the amount of \$20.00 or higher per declined transaction. In the future, we may utilize other electronic means to debit any outstanding charges from your account, and you authorize us to do so. Our current procedure is to retry a declined transaction after 1 hour, after 24 hours and after 3 days. If any payment has not been received thirty (30) days after the due date, we may suspend your Dental Membership Plan(s).

2.3 DentalHQ currently uses a third-party payment processor to process Membership Fees. Our software securely integrates with our payment processor’s software to process all Membership Fees paid under your Dental Membership Plan. These Membership Fees, minus (i) payment/merchant processing fees, and (iii) refunds made by DentalHQ (as described below), will be remitted to you on the 1st business day of each month. Any remittance due you may be applied, in our sole discretion, to any amounts that you owe to us. If we apply such remittance to your payment obligations, we will notify you that we have applied such remittance, either directly through your contact information or through a posted transaction on your monthly statement. You agree that the bank account information you have provided us may be used for deposits from our payment processor and for debit transactions as set forth in Section 2.2 above.

Currently, Stripe is our third-party payment processor. Stripe's fee schedule for online payment processing can be found here: <https://stripe.com/us/pricing>. DentalHQ reserves the right to change its third-party payment processor(s) with not less than thirty (30) days prior notice to you. In the event of such change, you will be provided with a new fee schedule for any applicable fees regarding online payment processing. Any reference herein to Stripe means Stripe or our then-current payment processor.

2.4 You will be provided a detailed report of each payout to your bank account indicating the transactions included in that payout. Stripe makes payments available on a "2-banking-day rolling" basis. By way of illustration and example, payments processed on a Tuesday are available for payout on the following Thursday if both the following Wednesday and Thursday are banking days.

2.5 We may change the Management Services Fee or change or implement any other fees charged to you hereunder with not less than ninety (90) days prior notice. Notice may be provided by any electronic means, including via email or messages sent to you through the Platform. If you do not agree to the change or implementation, you may terminate your participation in this Agreement pursuant to the terms herein. Note that under Section 10.3 you may terminate this Agreement and your Plan by providing not less than thirty (30) days prior written notice to us. If you do not terminate this Agreement, you will be charged the new Management Services Fee and or other fees.

3. MARKETPLACE

DentalHQ may offer an online Marketplace through which you may increase your visibility to potential patients. This Marketplace provides information about your practice including: location, contact information, Dental Membership Plan pricing, services offered, and pictures. Participation in the Marketplace is entirely optional. If you do not wish to be listed in our Marketplace, you may indicate so by un-checking the corresponding box during your Practice Enrollment, within the Office Profile page from the Manage section of the dashboard, or contact us at: support@dentalhq.com.

The DentalHQ Marketplace is *not* a network of providers, and Plan Participants cannot transfer their membership or subscription between providers listed on the DentalHQ Marketplace. Your Dental Membership Plans are for your organization only.

4. BUSINESS ASSOCIATE AGREEMENT

You acknowledge and agree that as a precondition to this Agreement, you are required to enter into a Business Associate Agreement (the "BAA") with DentalHQ. The BAA shall be provided to you via a separate electronic means (e.g., email, DocuSign, etc.) upon execution of this Agreement. **YOU WILL NOT BE ALLOWED TO SIGN UP MEMBERS UNTIL YOU ENTER INTO THE BAA.** Notwithstanding the foregoing, your obligation to pay the Management Services Fee, whether monthly or annually, shall continue unless and until this Agreement is terminated in accordance with its terms.

5. REFUNDS

Each Plan Participant is enrolled for a one (1)-year period that commences on the Plan Participant's date of enrollment in the Plan. Enrollment automatically renews for successive one (1)-year period unless the Plan Participant terminates his or her enrollment pursuant to Plan Participant's membership terms and conditions (the "**Member Terms and Conditions**") or you terminate the Plan Participant's enrollment pursuant to the terms of this Agreement. Pursuant to the Member Terms and Conditions, a Plan Participant may terminate his or her enrollment at the end of any one (1)-year period by giving you notice of such termination at any time prior to the end of the then-current one (1)-year period.

In the event we refund any prepaid amounts to a Plan Participant, the refund will be deducted from your Stripe (or applicable payment processor) account on the day the refund is issued, along with any associated

transaction fees. Depending on your current Stripe account balance and the number of refunds requested at a given time, Stripe may debit your bank account to process Plan Participant refunds. By way of illustration and example, if you receive \$100.00 in Membership Fee payments but refund \$200.00 of prior payments, your Stripe account balance would be negative \$100.00. If no further payments are received to balance out the negative amount, we may debit your bank account as set forth in Section 2.2 herein, and you hereby authorize and direct us, at our option, to debit your bank account for such purposes.

6. COPYRIGHT/OWNERSHIP.

Title to the Platform, including the software, documentation and all intellectual property contained therein, remains with DentalHQ and its licensors at all times. Copyright notices and other proprietary rights notices in the software or documentation shall not be deleted or modified. The Agreement does not transfer any ownership rights. The source code for the software (“**Source Code**”) is not being provided and is a trade secret of DentalHQ and/or DentalHQ’s licensors. During the term of this Agreement and for one (1) year thereafter, you will not directly or indirectly, for yourself or for the benefit of any third party, develop any process, method, service, or software that competes with the business of DentalHQ or our software. In no event will you attempt to reverse engineer, copy, imitate, transfer or create a derivative work of our software or its documentation or related marketing materials.

If DentalHQ, in its sole discretion, determines that you have entered into an agreement with a company that directly or indirectly competes with DentalHQ, its software, the Platform, its products and/or services at any time during which you are using the Platform, DentalHQ may immediately terminate this Agreement and pursue any other available rights and remedies. Notwithstanding the foregoing, nothing in this Section 6 is to be construed as preventing you from using another company that provides a similar program, software, or services, in the operation of your dental practice.

7. PLATFORM ACCESS AND USE.

7.1 **Right to Access.** Subject to and conditioned on your and your employees’ and onsite contractors’ (“**Authorized Users**”) compliance with the terms and conditions of this Agreement, DentalHQ hereby grants you the right to access and use the Platform solely for use by Authorized Users for the purpose described herein. When we provide you with access to the Platform, we will provide you with one administrative user ID (the “**Admin User**”). The Admin user can issue multiple user IDs for other individual users to access and use the Platform and can assign permissions to each user ID. Each Authorized User must have its own unique User ID and password and may use only that User ID and password to access the Platform. A User ID may not be shared by individuals. You are responsible for all acts and omissions of all Authorized Users. The Admin User as well as each person issued a User ID are responsible for keeping their User IDs and passwords secret and confidential. You agree that you are responsible for any communications, transactions or use of the Platform that are made by or through your Authorized Users, together with any fees, charges, liability or other obligation that may result from such use. You are responsible for changing the password of an Authorized User if you believe that the password has been stolen or might otherwise be misused or compromised. Authorized Users will have no right to use the Platform except as expressly provided herein. Except as otherwise expressly provided in this Agreement, as between the parties, DentalHQ has and will retain sole control over the operation, provision, maintenance, and management of the Platform. We may provide technical support at various levels and via different channels (e.g., phone, email, etc.). The technical support that is provided to you will depend on the Management Services level you select when you sign up to use the Platform. The various levels of technical support that we provide for each level of Management Services may be found at www.dentalhq.com. We may amend our technical support terms at any time in our sole discretion by posting an update to the terms provided on our website and notifying you of the update.

7.2 Reservation of Rights. Except for the rights expressly granted to you in this Section 7, nothing in this Agreement grants any right, title or interest in or to (including any license under) any registered or unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, or any similar or equivalent rights or forms of protection, in any part of the world (“**Intellectual Property Rights**”) in or relating to the Platform, whether expressly, by implication, estoppel or otherwise. DentalHQ reserves the right, in its sole discretion, to make any changes to the Platform any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any technical or functional descriptions, requirements, plans or reports, that are provided or used by DentalHQ or any Subcontractor in connection with the Platform (“**DentalHQ Materials**”) that we deem necessary or useful to maintain or enhance DentalHQ’s services generally or to comply with applicable Laws.

7.3 Suspension or Termination of the Platform. DentalHQ may, directly or indirectly, suspend, terminate or otherwise deny you, any Authorized User’s, a Plan Participant, or any other individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity’s (each a “**Person**”) access to or use of all or any part of the Platform or the DentalHQ Materials, without incurring any resulting obligation or liability, if: (a) DentalHQ receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires DentalHQ to do so; or (b) DentalHQ believes, in its reasonable discretion, that: (i) you or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Platform beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) you or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of part of the Platform. This Section 7.3 does not limit any of DentalHQ’s other rights or remedies, whether at law, in equity or under this Agreement

7.4 Use Restrictions. You will not, and will not permit any other of your employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors or legal advisors (“**Representatives**”) to, access or use the DentalHQ Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, you will not, except as this Agreement expressly permits: (a) copy, modify or create derivative works or improvements of the DentalHQ Materials (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any DentalHQ Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the software included in the DentalHQ Materials, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the DentalHQ Materials other than by an Authorized User through the use of his or her own then-valid User ID and password (“**Access Credentials**”); (e) input, upload, transmit or otherwise provide to or through the Platform, any information or materials that are unlawful or injurious, or contain, transmit or activate any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code; (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Platform or provision of services to any third party, in whole or in part; (g) access or use the DentalHQ Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other DentalHQ customer), or that violates any applicable laws, rules or regulations; or (h) otherwise access or use the Platform or DentalHQ Materials beyond the scope of the authorization granted under Section 7.1.

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

You represent and warrant to DentalHQ that: (a) you are duly organized, validly existing and in good standing as an entity under the applicable laws, rules and regulations of the jurisdiction of your incorporation or other organization; (b) you have the full right, power and authority to enter into and perform your obligations under this Agreement; (c) the execution of this Agreement by your Representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of Platform Customer, enforceable against Platform Customer in accordance with its terms.

THE DENTALHQ PLATFORM, DENTALHQ MATERIALS, AND ALL SERVICES PROVIDED BY ON BEHALF OF DENTALHQ IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS." DENTALHQ SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, DENTALHQ MAKES NO WARRANTY OF ANY KIND THAT THE DENTALHQ PLATFORM OR DENTALHQ MATERIALS, OR ANY PRODUCTS OR SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE OR SYSTEM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO CERTAIN PROVISIONS OF THIS SECTION 8 MAY NOT APPLY TO YOU; HOWEVER, THEY APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNITY/LIABILITY WAIVER.

In no event will DentalHQ be liable to you for any indirect, consequential, exemplary, incidental, special or punitive damages, including damages for any lost profits arising from your use of DentalHQ's software or DentalHQ's actions hereunder, even if DentalHQ is aware or has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, to the fullest extent permissible under applicable law, the maximum aggregate liability of DentalHQ to you, whether arising in tort (including negligence, breach of statutory or other duty), misrepresentation, restitution, delay, failure to perform, or otherwise howsoever arising in relation to this agreement shall not exceed the management fees it has received in the six month period preceding the acts or omissions giving rise to the claim for damages.

You agree to defend, indemnify and hold DentalHQ harmless from and against any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of any claim, action, investigation or proceeding made or instituted by any third party due to or arising out of this Agreement or your Dental Membership Plan, excluding claims, actions, investigations or proceedings resulting from DentalHQ's gross negligence or willful misconduct.

10. GENERAL.

10.1 Compliance with the Law; Reformation for Change in Law; Severability. Each of the Parties hereto shall fully comply with all applicable laws. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the

transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.2 No Third-Party Billing. You expressly agree that the Membership Fee shall satisfy and discharge in full all of your claims for compensation with respect to the Included Services under any Dental Membership Plan and that, other than the Membership Fee, you will not bill the Plan Participant or any third party or parties for such Included Services.

10.3 Termination; Effect of Termination. This Agreement will commence on the date your dashboard on the Platform is activated and, unless terminated earlier pursuant to the terms hereof, will continue on a month-to-month basis until such time as either party terminates this Agreement by giving the other party not less than thirty (30) days prior written notice of termination. Notwithstanding the foregoing, should either party (a) commit a breach of its obligations hereunder, which is not capable of being cured, or if capable of being cured is not cured within thirty (30) days of receiving written notice thereof, (b) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (c) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Laws; (d) makes or seeks to make a general assignment for the benefit of its creditors; or (e) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business, the other party may, at its option, terminate this Agreement immediately upon written notice of termination, which notice shall identify and describe the basis for such termination. Please be advised that although you may terminate this Agreement and your use of the Platform at any time, you may still have Members paying monthly or annual membership fees through the Platform for the Dental Membership Plan that you are terminating. If the Plan is terminated without warning or without ample notice to all current Members that you are terminating the Plan, you may experience negative effects associated with Members who are paying or have paid for a Plan that is no longer offered. Consequently, we strongly encourage a minimum of three (3) months' written notice to all of your current Members prior to cancelling your participation in the DentalHQ Dental Membership Plan.

Following termination of this Agreement or cancellation of your Plan(s) for any reason, including termination under or pursuant to Sections 2.1, 2.4, 6, 7.3 and 10.9, you will be responsible for refunding your Plan Participants a pro rata portion of any monthly or annual membership fees paid to you or your practice, less any deductions you are entitled to retain hereunder.

Upon any termination of this Agreement for any reason, and except as expressly set forth herein, all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate; provided, however, that DentalHQ shall continue to provide you with access to the Platform billing page and reports for at least ninety (90) days so that you may wind down your Dental Membership Plan. Upon termination of this Agreement, and except as otherwise provided herein, DentalHQ shall cease providing Management Services and other related services hereunder. Upon the termination of this Agreement, each party will return or destroy all Confidential Information of the other party, provided, however, each party may retain the other party's Confidential Information stored on its backup, archives and disaster recovery systems until such Confidential Information is deleted in the ordinary course; provided all such Confidential Information will remain subject to all confidentiality, requirements of this Agreement. In no event will termination by either party relieve you of your obligation to pay any fees payable to DentalHQ for the period prior to the effective date of termination.

10.4 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 6, 7, 8, 9 and 10.

10.5 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or

other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party.

10.6 Public Announcements. Neither party will issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other party, provided, however, that DentalHQ may, without your consent, include your name and other indicia in its lists of DentalHQ's current or former customers of DentalHQ in promotional and marketing materials.

10.7 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

10.8 Assignment. You will not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without DentalHQ's prior written consent. No assignment, delegation or transfer will relieve you of any of your obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 10.8 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

10.9 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control that could not have been prevented by the non-performing party's reasonable precautions or commercially-accepted processes, or could not reasonably be circumvented by the non-performing party through the use of substitute services, alternate sources, work-around plans or other means ("**Force Majeure Event**"). Force Majeure Events do not include labor strikes by the workforce of the party subject to the failure or delay, or the non-performance of subcontractors or third-party suppliers of the non-performing party. The non-performing party shall notify the other party of a Force Majeure Event promptly after the occurrence of such event by giving written notice to the other party stating the nature of such Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect. Upon a party notifying the other party of a Force Majeure Event, the other party will have the right to terminate this Agreement upon written notice to the party providing notice of the Force Majeure Event.

10.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.11 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is agreed to by each party. Any amendment made by Facsimile or electronic copies of signatures (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or via consent by email will be legally binding for all purposes. At the request of any party to this Agreement, the other party will re-execute and re-deliver original forms of any amendment thereto. No party to this Agreement will raise the use of a facsimile machine or other electronic means (e.g., email, etc.) to deliver a signature or indicate assent, as a defense to the formation or enforceability of a contract and each party forever waives any such defense. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.12 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina, including its statutes of limitations, without giving effect to any choice or conflict of law provision or rule that would require or permit the

application of the laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case sitting in the city of Raleigh and County of Wake, North Carolina, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

10.13 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 6, 7, or 8 would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

10.14 Notices. Any notice, request, consent, claim, demand, waiver or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows. Notices sent in accordance with this Section 10.14 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

If to DentalHQ: DENTALHQ, LLC
 Attn: Customer Relations
 8311 Brier Creek Pkwy
 Ste 105 PMB 99
 Raleigh NC 27617

 Email: support@dentalhq.com

If to you: To the address that you provide in your Account Enrollment Information.