

Local Server End User Licence Agreement

This End User Licence Agreement, including the Proposal which by this reference is incorporated herein (this "**Agreement**"), is a binding agreement between ABELDent Inc. ("**Licensor**") and the person or entity identified on the Proposal as the licensee of the Software ("**Licensee**").

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE "ACCEPT" BUTTON YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENCE THE SOFTWARE TO LICENSEE AND YOU MUST NOT USE THE SOFTWARE OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENCE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

1.1 "**Authorized Users**" means Licensee's employees, consultants, contractors, and agents (i) who are authorized by Licensee to access and use the Software under the rights granted to Licensee pursuant to this Agreement; and (ii) for whom access to the Software has been purchased hereunder.

1.2 "**Confidential Information**" has the meaning set forth in Section 10.1.

1.3 "**Disclosing Party**" has the meaning set forth in Section 10.1.

1.4 "**Documentation**" means user manuals, technical manuals and any other materials provided by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.

1.5 "**Intellectual Property Rights**" means any and all registered and 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, and all similar or equivalent rights or forms of protection, in any part of the world.

1.6 "**Licence Fees**" means the licence fees, including all taxes thereon, paid or required to be paid by Licensee for the licence granted under this Agreement.

1.7 "**Licensee**" has the meaning set forth in the preamble.

1.8 "**Licensor**" has the meaning set forth in the preamble.

1.9 "**Person**" means an individual, corporation, partnership, joint venture, governmental authority, unincorporated organization, trust, association, or other entity.

1.10 "**Proposal**" means the order form filled out and submitted by or on behalf of Licensee, and accepted by Licenser, for Licensee's purchase of the licence for the Software granted under this Agreement.

1.11 "**Receiving Party**" has the meaning set forth in Section 10.1.

1.12 "**Representative**" means, with respect to a party, that party's employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

1.13 "**Software**" means the software programs for which Licensee is purchasing a licence, as expressly set forth in the Proposal.

1.14 "**Term**" has the meaning set forth in Section 11.

1.15 "**Third Party**" means any Person other than Licensee or Licenser.

1.16 "**Update**" has the meaning set forth in Section 7.2.

2. Licence Grant and Scope. Subject to and conditional on Licensee's payment of the Licence Fees and Licensee's strict compliance with all terms and conditions set forth in this Agreement, Licenser hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited licence during the Term to use, solely by and through its Authorized Users, the Software and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 4 or elsewhere in this Agreement. This licence grants Licensee the right, exercisable solely by and through Licensee's Authorized Users, to:

2.1 Download, copy, and install in accordance with the Documentation one (1) copy of the Software on each of the number of computers set forth on the Proposal owned or leased, and controlled by, Licensee. All copies of the Software made by the Licensee:

- (a) will be the exclusive property of the Licenser;
- (b) will be subject to the terms and conditions of this Agreement; and
- (c) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

2.2 Use and run the Software as properly installed in accordance with this Agreement and the Documentation, solely as set forth in the Documentation and solely for Licensee's internal business purposes. Such use is permitted only on the computer(s) on which the Software is installed, at the physical location thereof, or by remote access to the computer(s) on which the Software is installed.

2.3 Download or otherwise make one (1) copy of the Documentation per copy of the Software permitted to be downloaded, made, and installed in accordance with this Agreement and use such Documentation solely in support of its licensed use of the Software in accordance herewith. All copies of the Documentation made by Licensee:

- (a) will be the exclusive property of Licensor;
- (b) will be subject to the terms and conditions of this Agreement; and
- (c) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

2.4 Transfer any copy of the Software from one computer to another, provided that the number of computers on which the Software is installed at any one time does not exceed the number permitted under Section 2.1 (each an “**Excess Workstation**”). Where Licensee uses the Software on an Excess Workstation, Licensor shall notify Licensee of the unauthorized use and Licensee shall have thirty (30) days to terminate access to the Software on the Excess Workstation. Where Licensee continues to use the Software on one or more Excess Workstations, Licensor reserves the right to adjust the License Fees and/or Support Fees accordingly.

3. Third-Party Materials. The Software may include software, content, data, or other materials, including related documentation, that are owned by Persons other than Licensor and that are provided to Licensee on licensee terms that are in addition to and/or different from those contained in this Agreement ("Third-Party Licences"). A list of all materials, if any, included in the Software and provided under Third-party Licences, and the applicable Third-party Licences are accessible via links therefrom. Ownership of all Intellectual Property Rights in such Third-Party Materials remains with the respective owners thereof. Licensee is bound by and shall comply with all Third-party Licences. Any breach by Licensee or any of its Authorized Users of any Third-party Licence is also a breach of this Agreement.

4. Use Restrictions.

4.1 Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:

- (a) use (including make any copies of) the Software or Documentation beyond the scope of the licence granted under Section 2;
- (b) provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Software or Documentation;
- (c) except as expressly set forth in Section 2.1 and Section 2.3, copy the Software or Documentation, in whole or in part;
- (d) modify, correct, translate, adapt, enhance, further develop, or otherwise create derivative works, enhancements or improvements, whether or not patentable, of the Software or Documentation or any part thereof;
- (e) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (f) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (g) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights or other symbols, notices, marks, or serial numbers on

or relating to any copy provided on or with the Software or Documentation, including any copy thereof;

- (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software and Documentation, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service (SaaS), cloud, or other technology or service;
- (i) use the Software or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage;
- (j) use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or that violates any applicable law;
- (k) use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or in violation of any applicable law, regulation, or rule; or
- (l) use the Software or Documentation for purposes of benchmarking or competitive analysis of the Software, developing, using, or providing of a software product or service that competes with the Software or any other purpose that is to the Licensor's commercial disadvantage.

4.2 No Implied Rights. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any Intellectual Property Rights or license, nor other right, title, or interest in or to the Software or Documentation, and Licensor's Confidential Information.

5. Responsibility for Use of Software.

5.1 Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software or Documentation, whether such access or use is permitted by or in violation of this Agreement.

5.2 Licensee acknowledges that the Software is not a clinical decision-making tool. Any clinical decision made on behalf of a patient is the responsibility of the legally responsible clinical service provider, notwithstanding that the practice may use the Software to store and display information about a patient.

5.3 Licensee is responsible for:

- (a) the setup and maintenance of the financial reporting and recording aspects of the Software and must ensure that such settings are inputted in accordance with the Documentation to ensure consistent financial reporting;
- (b) Ensuring that data is backed up and saved on a consistent basis;
- (c) Ensuring that all authorized workstations contain adequate virus and malware protection;
- (d) Ensuring that all authorized workstations remain connected to the internet to ensure that the Software is able to install updates and communicate with Licensor servers as necessary; and
- (e) Ensuring that Licensee's staff are adequately trained with respect to the use of the Software and exercise sufficient care to ensure that the Software and data are used and inputted correctly.

6. Compliance Measures.

6.1 The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Section 4. Licensee shall not, and shall not attempt to, remove, disable, bypass, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

6.2 During the Term, Licensor may, in Licensor's sole discretion, audit Licensee's use of the Software to ensure Licensee's compliance with this Agreement on a regular and consistent basis through the use of system monitoring tools. Licensor also may, in its sole discretion, audit Licensee's systems within six (6) months after the end of the Term to ensure Licensee has ceased use of the Software and removed all copies of the Software from such systems as required hereunder. The Licensee shall fully cooperate with Licensor's personnel conducting such audits and provide all reasonable access requested by the Licensor to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. Licensor may conduct audits only during Licensee's normal business hours and in a manner that does not unreasonably interfere with the Licensee's business operations.

6.3 If any of the measures taken or implemented under this Section 6 determines that the Licensee's use of the Software exceeds or exceeded the use permitted by this Agreement, then:

- (a) Licensee shall, within thirty (30) days following the date of such determination by Licensee or Licensor's written notification thereof, pay to Licensor the retroactive Licence Fees for such excess use and obtain and pay for a valid licence to bring Licensee's use into compliance with this Agreement. In determining the Licensee Fee payable in accordance with the foregoing, (i) unless Licensee can demonstrate otherwise by documentary evidence, all excess use of the Software shall be deemed to have commenced on the commencement date of this Agreement or, if later, the completion date of any audit previously conducted by Licensor hereunder and continued uninterrupted thereafter, and (ii) the rates for such licences shall be determined without regard to any discount to which Licensee may have been entitled had such use been properly licensed before its commencement (or deemed commencement).

Licensor's remedies set forth in this Section 6.3 are cumulative and are in addition to, and not in lieu of, all other remedies the Licensor may have at law or in equity, whether under this Agreement or otherwise.

7. Maintenance and Support.

7.1 The licence granted hereunder entitles Licensee to the basic software maintenance and support services described in the Proposal. Such support services shall be provided on the terms and conditions set forth in this Agreement.

7.2 Maintenance and support services will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, "**Updates**") as Licensor makes generally available free of charge to all licensees of the Software then entitled to maintenance and support services. Licensor may develop and provide Updates in its sole discretion, and Licensee agrees that Licensor has no obligation to develop any Updates at all or for particular issues. Licensee further agrees that all Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. Licensee acknowledges that Licensor may provide some or all Updates via download from a website designated by Licensor and that Licensee's receipt thereof will require an internet connection, which connection is Licensee's sole responsibility. Licensor has no obligation to provide Updates via any other media. Maintenance and support services do not include any new version or new release of the Software that Licensor may issue as a separate or new product, and Licensor may determine whether any issuance qualifies as a new version, new release or Update in its sole discretion.

7.3 Licensor will provide (a) training, installation, data extraction, transformation, loading ("**ETL**") and setup services (collectively, "**Implementation Services**"), and/or (b) training and support services ("**Support Services**"), as specified in the Proposal and in accordance with the Support Policy in effect on the date such Implementation or Support Services are provided, so long as Licensee is currently entitled to use the Software and Services. Unless otherwise specified in the Proposal, Licensee is responsible for payment for any Implementation or Support Services at Licensor's then-current hourly rates. Notwithstanding any work or assistance provided by Licensor with respect to configuring or setting up the Software, Licensor will not be responsible for the performance, operation, or maintenance of Licensee's system unless agreed-to in a separate agreement. Licensee assumes all responsibility for providing its staff with sufficient training with respect to the ongoing use of the Software and must exercise sufficient care to ensure that the system, software, and data are inputted correctly and used properly.

8. Collection and Use of Information.

8.1 Licensee expressly, irrevocably, unconditionally and absolutely agrees that the Software is designed for users to have user accounts which contain Personal Information related to the Licensee's use of the Software. In order so to permit, Licensee expressly, irrevocably, unconditionally and absolutely agrees to: (i) provide; and (ii) consents to the collection, storage, processing and use of Licensee's Personal Information by Licensor exclusively for the provision of the Software. Licensor's Privacy Policy can be accessed at <https://www.abeldent.com/terms/cs/Privacy%20Policy.pdf> and provides information about how Licensor collects, uses and protects its Customers' Personal Information.

8.2 Licensee consents to receiving commercial electronic messages from Licensor, subject to Licensee's ongoing right to withdraw such consent at anytime upon notice to Licensor via the unsubscribe mechanism provided in such communications.

9. Intellectual Property Rights. Licensee acknowledges and agrees that the Software and Documentation are provided under licence, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the licence granted and subject to all terms, conditions, and restrictions under this Agreement. Licensor reserves and shall retain their entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this Agreement. Licensee shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software and fully cooperate with Licensor in any legal action taken by Licensor to enforce its Intellectual Property Rights.

10. Confidential Information.

10.1 In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. The parties agree to hold each other's Confidential Information in confidence during the term of the Agreement and for two years after termination of the Agreement, subject to any legal obligations imposed on the Licensee by freedom of information and privacy legislation. In the event that either party is requested or required for the purposes of legal, administrative, or arbitration to disclose any Confidential Information, the party receiving such disclosure request will provide the other party with immediate written notice of any such request or requirement so that such party may seek an appropriate protective order or other relief.

11. Payment. All Licence Fees and Support Fees are payable in advance in the manner set forth in the Proposal and are non-refundable. Any renewal of the licence or maintenance and support services hereunder shall not be effective until the fees for such renewal have been paid in full.

12. Term and Termination.

12.1 This Agreement and the licence granted hereunder shall remain in effect for the term set forth on the Proposal or until terminated as set forth herein (the "**Term**").

12.2 Licensee may terminate this Agreement upon sixty (60) days notice (the "Notice Period") by ceasing to use and destroying all copies of the Software and Documentation. Licensee is responsible for all License Fees, Support Fees, and other Fees detailed in the Proposal during the Notice Period.

12.3 Licensor may terminate this Agreement, effective upon written notice to Licensee, if Licensee, materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after Licensor provides written notice thereof.

12.4 Licensor may terminate this Agreement, effective immediately, if Licensee files an assignment in bankruptcy or has a bankruptcy order made against it under any bankruptcy or insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or

applies for, or consents to, the appointment of a trustee, receiver, receiver-manager, monitor, or custodian for all or a substantial part of its property.

12.5 Upon expiration or earlier termination of this Agreement, the licence granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation, and permanently erase or cause to be erased from its and its Authorized Users' computer systems, files, and storage media all copies of the Software and Documentation of Licensor obtained, made or authorized to be made by Licensee or on Licensee's behalf. No expiration or termination shall affect Licensee's obligation to pay all Licensee Fees and Support Fees that may have become due before such expiration or termination, or entitle Licensee to any refund, in each case except as set forth in **Section 12.3(b)**.

12.6 On Termination by either party:

- (a) Licensor will retain all Licensee data for a period of sixty (60) days from the effective termination date (the “**Retention Period**”), during which time Licensee may request a final copy of any Licensee Data that is hosted or stored on Licensor servers (the “**Final Copy**”). Licensor shall provide the Final Copy to Licensee, by way of a secure method of file transfer to be agreed upon by the parties, within ten (10) business days from receipt of the Licensee’s request for same. The Final Copy shall be provided to Licensee in a format and type which may, in some cases, only be accessed through the use of the Software, and Licensor takes no responsibility for transforming or altering the data into any other format. For greater certainty, the Licensee shall be responsible for any format conversion of the Final Copy.
- (b) Licensee acknowledges that any and all Licensee Data is permanently deleted upon expiration of the Retention Period and that such data may be unrecoverable at any time thereafter. Licensee agrees and acknowledges that Licensor has no obligation to retain Licensee Data following the expiration of the Retention Period and may delete such Licensee Data in accordance with applicable legislation and data retention policies without prior notice.

12.7 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 1**, **Section 8.1**, **Section 10**, **Section 12.5**, **Section 12.7**, **Section 13**, **Section 14**, **Section 15** and **Section 16**.

13. **Limited Warranties, Exclusive Remedy, and Disclaimer/Warranty Disclaimer.**

13.1 Solely with respect to Software for which Licensor receives a Licence Fee, Licensor warrants that, throughout the Term of the License:

- (a) any media on which the Software is provided will be free of material damage and defects in materials and workmanship under normal use, or that such defects shall be cured within a commercially reasonable amount of time following Licensor’s discovery of such defect; and
- (b) the Software will substantially contain the functionality described in the Documentation and, when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith.

THE FOREGOING WARRANTIES DO NOT APPLY, AND LICENSOR STRICTLY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS.

13.2 The warranties set forth in **Section 12.1(a)** and **Section 12.1(b)** will not apply and will become null and void if Licensee materially breaches any material provision of this Agreement, or if Licensee, any Authorized User, or any other Person provided access to the Software by Licensee or any Authorized User, whether or not in violation of this Agreement:

- (a) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by Licensor in writing;
- (b) modifies or damages the Software, or the media on which it is provided, including abnormal physical or electrical stress; or
- (c) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by Licensor in writing.

13.3 If, during the period specified in **Section 13.1**, any Software covered by the warranty set forth in such **Section** fails to perform substantially in accordance with the Documentation, and such failure is not excluded from warranty under the **Section 12.2**, Licensor will either repair or replace the Software, provided that Licensee provides Licensor with all information Licensor requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure

If Licensor repairs or replaces the Software, the warranty will continue to run from the initial date specified on the Proposal and not from Licensee's receipt of the repair or replacement. The remedies set forth in this **Section 12.3** are Licensee's sole remedies and Licensor's sole liability under this Agreement.

13.4 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN **Section 13.1**, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT CONDITION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, THE LICENSOR PROVIDES NO CONDITION, WARRANTY, OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

14. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

14.1 IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR: (a) ANY: (i) USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; (ii) LOST REVENUES OR PROFITS; (iii) DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; (iv) LOSS OR CORRUPTION OF DATA; (v) LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; (vi) FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; (vii) FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; (viii) SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; (ix) BREACHES IN SYSTEM SECURITY; OR (b) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, IN EACH CASE WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF LICENSOR AND ITS AFFILIATES, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE.

14.3 THE LIMITATIONS SET FORTH IN **SECTION 13.1** AND **SECTION 13.2** SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. Export Regulation. The Software and Documentation may be subject to Canadian export control laws. The Licensee shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside Canada.

16. Miscellaneous.

16.1 Governing Law. This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario.

16.2 Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to this Agreement, including all statements of work,

exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

16.3 Force Majeure. Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labour disputes, civil disturbances, riot, rebellion, invasion, hostilities, war, terrorist attack, embargo, natural disaster, epidemics, pandemics, including the 2019 novel coronavirus disease (COVID-19) pandemic, acts of God, flood, tsunami, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.

16.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the fifth (5th) day after the date mailed, by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Proposal (or to such other address as may be designated by a party from time to time in accordance with this Section).

16.5 Entire Agreement. This Agreement, together with the Proposal, all schedules and exhibits attached hereto and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

16.6 Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this **Section 15.5** is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance under this Agreement without Licensee's consent. This Agreement is binding upon and enures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.7 Successors and Assigns; No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and

nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16.8 Amendments and Modifications. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

16.9 Waiver. No waiver by any party of any of the provisions hereof shall 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 right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall 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.

16.10 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16.11 Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to Sections and Exhibits refer to the Sections of, and Exhibits attached to, this Agreement; (ii) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Proposal and all Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. Unless otherwise stated, all dollar amounts referred to in this Agreement are stated in Canadian dollars.

16.12 Language. The parties confirm that it is their express wish that this Agreement, as well as any other documents related to this Agreement, including notices, schedules, and authorizations, have been and shall be drawn up in the English language only. *Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, incluant tous les avis, annexes, et autorisations, soient rédigés en langue anglaise seulement.*

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

ANNEX 1

AUTHORIZED USER TERMS OF USE

These Software Terms of Use ("**Terms of Use**") govern your use of the ABELDent software (the "**Software**"), including all user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the Software or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to a software licence agreement (the "**Software Licence Agreement**") between ABELDent Inc. ("**Licensor**") and your employer or other person or entity who owns or otherwise lawfully controls the computer on which the Software is installed ("**Licensee**").

BY CLICKING THE "ACCEPT" BUTTON/ YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY LICENSEE TO ACCESS AND USE THE SOFTWARE; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CLICK THE "ACCEPT" BUTTON AND YOU WILL HAVE NO LICENCE TO, AND MUST NOT ACCESS OR USE, THE SOFTWARE.

1. Licence Grant. Subject to your strict compliance with these Terms of Use, Licensor hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited licence to use the Software solely in accordance with the Documentation, as installed on the equipment provided by Licensee and for Licensee's internal business purposes. The foregoing licence will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Software Licence Agreement between Licensor and Licensee; or
- (b) your ceasing to be authorized by Licensor to use the Software for any or no reason.

2. Use Restrictions. You shall not, directly or indirectly:

- (a) use the Software or Documentation except as set forth in Section 1;
- (b) copy the Software or Documentation, in whole or in part;
- (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;
- (d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Software or Documentation, including any copy thereof;
- (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Software or any features or functionality of the Software, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection

with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(h) use the Software or Documentation in violation of any law, regulation, or rule; or

(i) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to the Licensor's commercial disadvantage.

3. Compliance Measures. The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against use of the Software:

(a) beyond the scope of the licence granted to under Section 1;

(b) prohibited under Section 2.

You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

4. Data Accuracy

Licensee is responsible for the accuracy of the inputs to and the outputs from the Software, as well as ensuring the parameters of the Software are set correctly for the administration, processing of data and calculations in accordance with any legal, accounting, or tax requirements.

LICENSEE ACKNOWLEDGES THAT THE PROVISION OF CARE TO ITS PATIENTS IS SOLELY AND EXCLUSIVELY ITS RESPONSIBILITY, AND THAT THE SOFTWARE IS INTENDED TO BE USED AS A SUPPLEMENT ONLY TO LICENSEE'S EXISTING PROCESSES AND PROCEDURES. LICENSEE WILL NOT RELY ON THE SOFTWARE FOR THE PROVISION OF PROPER CARE TO ITS PATIENTS. LICENSEE'S PROCESSES AND PROCEDURES WILL BE ESTABLISHED TO ENSURE ITS PROPER FULFILLMENT OF ITS OBLIGATIONS TO ITS PATIENTS.

5. Collection and Use of Information.

(a) Licensor may, directly or indirectly through the services of others, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, by means of (i) providing maintenance and support services and (ii) security measures included in the Software as described in Section 3.

(b) You agree that the Licensor may use such information for any purpose related to any use of the Software by you, including but not limited to: (i) improving the performance of the Software or developing updates; and (ii) verifying compliance with the terms of this Agreement and enforcing Licensor's rights, including all intellectual property rights in and to the Software.

5. Intellectual Property Rights. You acknowledge that you do not acquire any ownership interest in the Software under this Agreement, or any other rights to the Software other than to use the Software in accordance with the licence granted under this Agreement, subject to all terms, conditions, and restrictions. Licensor reserves and shall retain their entire right, title, and interest in and to the Software and all intellectual property rights arising out of or relating to the Software, subject to the licence expressly granted to the Licensee in this Agreement. You shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

6. Disclaimer of Liability. IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE. YOU ARE PROVIDED THE SOFTWARE UNDER THE SOFTWARE LICENCE AGREEMENT BETWEEN LICENSOR AND LICENSEE, SOLELY FOR THE BENEFIT OF LICENSEE AND AT LICENSEE'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THAT AGREEMENT INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR LICENSORS OR SERVICE PROVIDERS, MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SOFTWARE SHALL BE SOLELY TO LICENSEE UNDER THAT AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

7. Export Regulation. The Software may be subject to Canadian export control laws. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Software available outside Canada.

8. Governing Law. These Terms of Use are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.