

ABELDent Software License - Terms and Conditions

- a) These terms and conditions, together with such further terms and conditions set forth in the Proposal to which these terms and conditions are attached (the "Proposal"), constitute the final and complete agreement (the "Agreement") between ABELDent Inc., an Ontario Corporation ("ABEL") and the customer named in such Proposal (the "Customer"; the words "you", "You", "Your" and "your" refer to the Customer) pursuant to which ABEL will license to you the software specified in such Proposal (the "Software") and provide training, installation and set-up services as specified in the Proposal ("Training Services") and provide support services as specified in the Proposal ("Support Services"). No prior or subsequent purchase order or other form of written document or communication from you and no subsequent acceptance or acknowledgment hereof by you shall be effective to the extent any such prior or subsequent purchase order, other form of written document or communication or subsequent acceptance or acknowledgment varies the terms hereof or proposes additional or different terms of any nature whatsoever. ABEL's obligations hereunder and otherwise to you are hereby expressly conditioned upon your consent to all of the terms, provisions, covenants and conditions contained in such Agreement.
- b) Subject to the payment of the license fee specified in the Proposal, ABEL hereby grants you a personal, non-exclusive and non-transferable license to use the Software on the number of workstations, or by the number of health care providers, specified in the Proposal. Use of the Software by additional providers, or on additional workstations, requires additional licenses and the payment of additional license fees. Please notify ABEL if you wish to purchase additional licenses. You shall not provide, copy, transfer or otherwise make the Software available to others without ABEL's written approval, except for back-up purposes.
- c) You shall not modify or alter the Software without ABEL's approval.
- d) The hardware and the operating system software needed in order to operate the Software are set forth on ABEL's websites (www.abeldent.com under "System Requirements"). These requirements change over time as new features are added to the Software. ABEL communicates any updates to System Requirements while providing software upgrades/updates to customers. ABEL will make reasonable attempts to inform you of changes in System Requirements if such changes are not associated with a software upgrade/update. You are responsible for ensuring that your hardware and other system software are kept current to meet all System Requirements as from time to time specified. ABEL is prepared to provide additional support services requested by you or your hardware/system provider; you are responsible for payment for any such services at ABEL's then current hourly rate. ABEL is also prepared to provide certain hardware, operating system and third-party software for use with the Software, pursuant to a separate Hardware Sale Agreement. Notwithstanding any work or assistance provided by ABEL in configuring or setting up your system, ABEL shall not be liable or responsible for the performance, operation or maintenance of your hardware, operating system or any third-party software unless agreed in a separate Hardware Maintenance Agreement.
- e) For customers paying for the software under the subscription model, should you choose to stop paying the subscription fees (without reasonable cause), ABEL requires that you stop actively using the Software and if and when you start to use the Software again, you must pay retroactively for any missed payments along with the then current fee to reactivate your status as an active Customer with ABEL.
- f) The monthly fee will commence on the day of delivery. It must be paid by VISA, MasterCard or Pre-authorized payment and will automatically be processed thereafter, on the first of each month or the next business day.
- g) Training Services can be provided either in your office (with travel and lodging expenses of ABEL's personnel to be borne by you), in ABEL's office, by telephone, over a modem or an Internet connection. Any training required beyond the hours of Training Services specified in the Proposal may be purchased at ABEL's current rate; any Training Services hours purchased but not used may be used for later support.

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- h) ALL SOFTWARE, TRAINING SERVICES AND SUPPORT SERVICES ARE PROVIDED ON AN “AS-IS” BASIS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED IN RESPECT TO THE SOFTWARE, TRAINING SERVICES AND SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR YOUR PURPOSE OR SYSTEM INTEGRATION. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR QUIET ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT. THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY AND SUITABILITY OF THE SOFTWARE, TRAINING SERVICES AND SUPPORT SERVICES AND THE CUSTOMER’S HARDWARE, OPERATING PLATFORM AND OPERATING ENVIRONMENT, AND ABEL SHALL HAVE NO LIABILITY THEREFOR.
- i) The Customer assumes full responsibility for providing its staff with sufficient training, both on initial installation and on an ongoing basis.
- j) In order to provide cost-effective on-site support including training and implementation services, ABEL works with numerous resellers. It is the Customer’s responsibility to ensure that payments are made after satisfactory receipt of products and services purchased from them and to report any dissatisfaction with their products and services as quickly as possible so that ABEL can take appropriate remedial actions. In the event of any conflict between the terms of this Agreement and that of a reseller of ABELDent licenses, the terms of this Agreement shall be controlling.
- k) The Customer must exercise sufficient care in the proper use of its system, including hardware, peripherals, the Software, third-party software and databases (for example, drug information tables). To prevent loss of data and to comply with the privacy and security laws, proper data backup and encryption procedures must be followed. It is the Customer’s responsibility to establish and follow proper procedures for the use of the system and protection of the data from becoming corrupt as a result of defective media, and to obtain fire, liability and any other appropriate insurance coverage.
- l) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ABEL BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATING TO ANY

FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY IN THE DELIVERY OF THE SOFTWARE OR IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL ABEL BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ABEL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. ABEL’S LIABILITY TO THE CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO PROVIDER BY CUSTOMER DURING THE ONE (1)-YEAR PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION

- m) The Proposal and the price(s) therein will automatically expire 30 days from the date thereof.
- n) Unless expressly stated in the Proposal, the prices specified do not include any sales, use or other taxes which may be applicable. In the event that any taxes are payable upon the license of the Software or the sale of any services hereunder, the Customer shall promptly either pay such taxes to ABEL in accordance with any invoice therefore or remit such taxes directly to the appropriate taxing authorities (provided, however, that the foregoing shall not apply to any taxes based on ABEL’s income). The Customer further agrees to indemnify ABEL (and its officers, directors, shareholders and employees) from and against any and all liabilities, claims, expenses, suits, proceedings or judgments (including reasonable attorneys’ fees and any interest or penalties incurred in connection therewith) arising from the Customer’s failure to promptly pay or remit any such taxes.
- o) Confidentiality: Each party acknowledges and agrees that any and all information concerning the other’s business is “confidential and proprietary information”. Each party agrees that it will not permit the duplication, use or disclosure of any such confidential and proprietary information to any person unless such use is to accomplish the project and for no other purpose. ABEL agrees to abide by the Personal Health Information Protection Act, 2004.
- p) Third Party Beneficiaries: All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Customer and ABEL and not for the benefit of any other party. Nothing contained in this agreement shall create a contractual relationship with or a cause

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of action of a third party against either Customer or ABEL.

- q) Dispute Resolution: Customer and ABEL agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation.
- r) Force Majeure: No party shall be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause, including but not limited to acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond either party's reasonable control.
- s) Unless otherwise specifically provided in the Proposal, all amounts payable hereunder shall be paid in Canadian Dollars.
- t) The Customer is responsible to ensure security of the Customer's data. Such security includes but is not limited to physical security, following current best practices with respect to password use, firewalls, protection from viral threats and malware, encryption of data where appropriate, and security of backup media. ABEL is responsible to ensure that its offering will be compliant with the prevailing privacy and security standards.
- u) The monthly subscription and/or ongoing maintenance fees, includes use of the Software, Software updates and Flat Rate Software Telephone Support as quoted. This support provides minimal procedural instruction and support for undocumented features and functions not found in the electronic Help system. It provides the Customer with telephone and email service for questions or problems associated with the general operation of the Software applications and day-to-day assistance in problem solving with respect to the Customer's use of the Software. Flat Rate Software Support is not provided for training on topics that are covered in ABEL's standard training materials and Help documentation. If the Customer's use of telephone support exceeds the standard needs of trained users, ABEL may require that the Customer receive additional training.
- v) ABEL additionally offers the services listed below, which can be provided through ABEL's Software Help Desk, however, these extend outside the scope of the Flat Rate Software Support coverage plan and are subject to billing at ABEL's current fee schedule unless stipulated otherwise in the proposal.
 - Assistance with diagnosing hardware problems, Operating System issues,

networking problems, or repeated system data corruption related to the above.

- System data recovery assistance following the resolution of hardware errors
 - Software migration assistance/services to new hardware
 - Software customizations beyond the default configuration of the system such as split databases and custom changes to forms/letters.
 - Assistance with non-ABEL, third party applications
 - Purging of unnecessary files or data for database maintenance or to free hard drive space
 - Analysis / investigation of data for possible fraudulent activities
 - ABEL software training
 - Practice Management Consultation
- w) Where Flat Rate Telephone Support is included in the Proposal, it provides procedural instruction and support for undocumented features and functions not found in Software documentation. It provides you with telephone and email assistance in problem solving with respect to your use of the Software. If your use of support exceeds the typical needs of trained users, ABEL may recommend that you obtain additional training. Flat Rate Software Support is available to ABEL Software Maintenance Subscribers at a fixed monthly cost. The following services are covered under Flat Rate Software Support
- All Software Support by telephone, email or fax related to the normal use of ABEL
 - Remote access to your system using electronic means for demonstration and troubleshooting
 - Troubleshooting and support related to failures of ABEL to perform as designed
 - Enquiries about integration with third-party software and services
 - Reporting of requests for ABEL enhancements and new features
- x) The following services are not covered under Flat Rate Software Support coverage and are subject to billing at ABEL's then-current support rates:
- ABEL training including: Initial training for new clients; training for new employees; training on major software features (e.g. charting); and new update training
 - Hardware support including: diagnosis/correction of hardware problems; repair data corruption resulting from hardware/ network problems; recovery following hardware failure; integration of new hardware

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- Software customization including: creation of custom forms/letters/labels/reports; database merging/splitting/ change of ownership
- Assistance with third-party software
- Database/Backup Maintenance
- Data analysis to uncover misuse/fraudulent activity at practice request
- Practice Management Consulting
- Assistance installing updates/fee guides when detailed instructions have been provided
- System and data recovery assistance following the resolution of hardware errors.
- Software migration to new hardware
- Purging of files or data for database maintenance or to free hard drive space.

Payment for Excluded Services: Training and other excluded services are available at ABEL's then-current Training or Service rates. ABEL Application Support Analysts will inform the client at the time of delivering the service that the service is not covered by the client's Flat Rate Software Support plan.

Differentiation between Software Support and Software Training: Support is the answering of a question or questions related to specific features or capabilities of the ABEL application. Support is typically provided to a single user and spans 5-20 minutes. Training is the provision to one or more users of detailed instruction on using a major functional area or spanning multiple features of the software. Training typically spans 20 or more minutes.

Methods of Support Delivery: Most support is initiated by the end user and services are provided by telephone. ABEL reserves the right to meet support requests using other methods including email, remote electronic connection (with permission from user), paper or electronic documentation, video or online knowledge repositories.

- y) This Agreement and the rights granted hereunder may not be transferred or assigned by you without the prior written consent of ABEL.

- z) This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.
- aa) Neither this Agreement nor any provision hereof may be waived, modified or amended orally or by any course of conduct, but only by a written instrument executed by the party sought to be bound thereby.
- bb) ABEL reserves the right to verify the working status of part-time Providers and the User Role of non-physician Providers using the data entered into ABELDent.
- cc) ABEL and its heirs and assignees are committed to supporting its current software technology or, where it not possible to do so, to providing an upgrade path to a more modern technology, developed by ABEL or a third party, that provides the same, or richer, functionality as long as the customer continues to uninterruptedly subscribe to ongoing ABEL software update maintenance and telephone support.
- dd) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered via electronic facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.
- ee) During the term of a lease or a long-term maintenance agreement, there shall be no fee increases. Excepting the aforementioned situation, fee increases shall be limited to no more than 5% per year on a cumulative basis.
- ff) The client can terminate the contract with a 3 month notice after the expiry of the minimum committed lease/rental term, if any.
- gg) At the termination of contract, ABEL will provide the client a copy of their data in a format that can be reused in another Dental software.

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Software Update Maintenance And Support Agreement - Terms And Conditions

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- b) As Software Maintenance, ABEL will deliver all updates available during the term specified in the Proposal for the Software pursuant to an orderly release schedule to customers with currently effective Software Maintenance Agreements.
- c) Customer requests for feature changes and modifications may be submitted in writing to ABEL for consideration for inclusion in ABEL's updates. Prioritization of such change requests and timing for their inclusion in an appropriate software update rest solely at ABEL's discretion. All rights in and to any changes, modifications, improvements to the Software shall be owned by ABEL.
- d) Software Maintenance does not include custom software modifications. Any custom software modification may be provided at ABEL's sole discretion under the terms of a separate agreement.
- e) Software updates may include specifications ("Update Specifications") pertaining to hardware, operating systems and third-party software which may exceed the original "System Requirements" for the Software. Features of updates may require that the Update Specifications be met in order to function. The Customer is responsible for upgrading its hardware, operating systems and third-party software as may be required to meet any Update Specifications.
- f) Change notes and end-user documentation will be provided with Software updates. Any training or support that is requested on new features will be chargeable at the rate in effect at time such Services are provided.
- g) SOFTWARE MAINTENANCE AND SERVICES ARE PROVIDED ONAN "AS-IS" BASIS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, IN RESPECT OF THE SOFTWARE MAINTENANCE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR YOUR PURPOSE OR SYSTEM INTEGRATION. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR QUIET ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT. THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY AND SUITABILITY OF THE SOFTWARE MAINTENANCE AND SERVICES AND THE CUSTOMER'S HARDWARE, OPERATING SYSTEM AND OPERATING ENVIRONMENT, AND ABEL SHALL HAVE NO LIABILITY THEREFOR.
- h) The Customer must exercise sufficient care in its use of the system, including hardware, peripherals, the Software, and third-party software and databases (for example, drug information tables). To prevent loss of data, proper back-up procedures must be followed. It is the Customer's responsibility to establish and follow proper back-up procedures and to obtain fire, liability and any other appropriate insurance coverage.
- i) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ABEL BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATING TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY IN THE DELIVERY OF THE SOFTWARE OR IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL ABEL BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE PERFORMANCE

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OR BREACH THEREOF, EVEN IF ABEL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. ABEL'S LIABILITY TO THE CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO PROVIDER BY CUSTOMER DURING THE ONE (1)-YEAR PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION

- j) Unless expressly stated in the Proposal, the prices specified do not include any sales, use or other taxes which may be applicable. In the event that any taxes are payable upon any fees for Software Maintenance or any Services hereunder, the Customer shall promptly either pay such taxes to ABEL in accordance with any invoice therefore or remit such taxes directly to the appropriate taxing authorities (provided, however, that the foregoing shall not apply to any taxes based on ABEL's income). The Customer further agrees to indemnify ABEL (and its officers, directors, shareholders and employees) from and against any and all liabilities, claims, expenses, suits, proceedings or judgments (including reasonable attorneys' fees and any interest or penalties incurred in connection therewith) arising from the Customer's failure to promptly pay or remit any such taxes.
- k) Unless otherwise specifically provided in the Proposal, all amounts payable hereunder shall be paid in Canadian Dollars.
- l) This Agreement and any licenses granted hereunder may not be transferred or assigned by you without the prior written consent of ABEL.
- m) This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.
- n) Neither this Agreement nor any provision hereof may be waived, modified or amended orally or by any course of conduct, but only by a written instrument executed by the party sought to be bound thereby.
- o) ABEL may terminate this Agreement immediately in the event you fail to pay any amounts due hereunder within thirty (30) days of when due. ABEL will send appropriate reminders according to its accounting policies

- p) Major system upgrades that include a software update must be scheduled after ensuring that ABEL resources are available for assistance.
- q) Software Maintenance Agreements provide funds for ongoing development leading to periodic releases, and must be held uninterrupted in order to obtain software telephone support. Any reinstatement of a lapsed (or terminated) Software Maintenance Agreement may require, in addition to any fees for future Software Maintenance and Services, charges for any updates issued during the period of lapse.
- r) Amounts paid on a monthly basis will continue to be billed at the then-current rate.
- s) Maintenance charges are payable as long as you are using the software. 60 days' written notice is required in advance of cancellation date. Any reinstatement of a lapsed (or terminated) Software Maintenance Agreement may require, in addition to any fees for future Software Maintenance and Services, charges for any updates issued during the period of lapse.
- t) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered via electronic facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.
- u) During the term of a lease or a long-term pre-paid maintenance agreement, there shall be no fee increases. Excepting the aforementioned situation, fee increases shall be limited to no more than 5% per year on a cumulative basis.
- v) The Customer agrees that, upon initial installation of the Software and any subsequent updates of the Software, the Software may automatically communicate minimal administrative information about the installation or update to ABEL for the purpose of ABEL maintaining accurate and up-to-date records regarding the Software in use by the Customer.

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CLOUD Terms and Conditions

(Applicable only if CLOUD Solution is purchased)

- a) These terms and conditions, together with such further terms and conditions set forth in the Proposal to which these terms and conditions are attached (the "Proposal"), constitute the final and complete agreement (the "Agreement") between ABELDent Inc., an Ontario Corporation ("ABEL") and the customer named in such Proposal (the "Customer"; the words "you", "You", "Your" and "your" refer to the Customer) pursuant to which ABEL will (a) grant to you the right to access and use the software specified in such Proposal (the "Software"), (b) provide training, installation and set-up services as specified in the Proposal ("Training Services"), and (c) provide support services as specified in the Proposal ("Support Services"). No prior or subsequent purchase order or other form of written document or communication from you and no subsequent acceptance or acknowledgment hereof by you shall be effective to the extent any such prior or subsequent purchase order, other form of written document or communication or subsequent acceptance or acknowledgment varies the terms hereof or proposes additional or different terms of any nature whatsoever. ABEL's obligations hereunder and otherwise to you are hereby expressly conditioned upon your consent to all of the terms, provisions, covenants and conditions contained in such Agreement.
- b) Subject to the payment of the subscription fee that includes access and use fee specified in the Proposal, ABEL hereby grants you a personal, non-exclusive and non-transferable right to access and use the Software on the number of workstations, or by the number of health care providers, specified in the Proposal. Access or use of the Software by additional providers, or on additional workstations, requires the payment of additional subscription fees. Please notify ABEL if you wish to purchase additional rights to access and use the Software. You shall not (or attempt to) copy, transfer, reverse engineer, alter or modify the Software, nor shall you make the software available to others without ABEL's written approval or allow any other persons to (or attempt to) do so.
- c) The Customer shall retain any and all rights and responsibilities it may have in any data or information ("Data") that the Customer provides or submits to ABEL in the course of using the Software.
- d) ABEL is responsible to ensure that the Data will be stored in a physically secure data center to which access is controlled and limited, and the Software shall run solely within the walls of such data center. All Data to be seen on a user's monitor screen will be encrypted as it passes between the data center and the Customer's terminals and shall be secured at the data center behind firewalls. ABEL shall also use such additional practices and safeguards as specified on ABEL's website (www.abeldent.com under "Security").
- e) ABEL will use the following Data recovery safeguards: redundant server hardware (including redundant disks), redundant power sources and redundant connectivity. ABEL will further protect Data by using secure offsite backups (which will fully encrypt Data in transmission and storage).
- f) ABEL may immediately terminate this Agreement if Customer fails to pay any fee specified in the Proposal or Customer breaches or violates any of the terms of this Agreement, and Customer fails to cure such failure, breach or violation within ten (10) days following notice from ABEL thereof. Upon any termination of this Agreement, all rights of Customer to access or use the Software shall end and ABEL may disable Customer's access to and use of the Software.
- g) If this Agreement is terminated by ABEL, the Customer may retrieve all of its Data upon making full payment of all fees owed ABEL. Such retrieval shall occur no later than five (5) days following ABEL's receipt of such payment. ABEL shall not be responsible for any Data not retrieved within ninety (90) days following the termination of this Agreement by ABEL.
- h) The hardware and the operating system software needed in order to use the Software are set forth on ABEL's website (www.abeldent.com under "System Requirements"). These requirements change over time as new features are added to the Software. You are responsible for ensuring that your hardware and other system software are kept current to meet all System Requirements as from time to time specified. ABEL is prepared to provide additional support services requested by you or your hardware/system provider; you are responsible for payment for any such services at ABEL's then current hourly rates. ABEL is also prepared to provide certain hardware, operating system and third-party software for use with the Software, pursuant to a separate Hardware Sale

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Agreement. Notwithstanding any work or assistance provided by ABEL in configuring or setting up your system, ABEL shall not be liable or responsible for the performance, operation or maintenance of your hardware, operating system or any third-party software unless agreed in a separate Hardware Maintenance Agreement.

- i) Should you choose to stop paying the subscription fees, ABEL requires that you stop actively using the Software and if and when you start to use the Software again, you must pay retroactively for any missed payments along with the then current fee to reactivate your status as an active Customer with ABEL.
- j) The monthly fees specified in the Proposal shall be due commencing on the day of the initialization of the Customer's access to the Software. Such fees must be paid by VISA, MasterCard or Pre-authorized payment and will automatically be processed thereafter, on the first of each month or the next business day. If such payments are not received on a timely basis, ABEL may disable access to the Software.
- k) Training Services can be provided either in your office (with travel and lodging expenses of ABEL's personnel to be borne by you), in ABEL's office, by telephone, over a modem or an Internet connection. Any training required beyond the hours of Training Services specified in the Proposal may be purchased at ABEL's current rate; any Training Services hours purchased but not used may be used for later support.
- l) ALL SOFTWARE, TRAINING SERVICES AND SUPPORT SERVICES ARE PROVIDED ON AN "AS-IS" BASIS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED IN RESPECT TO THE SOFTWARE, TRAINING SERVICES AND SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR YOUR PURPOSE OR SYSTEM INTEGRATION. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR QUIET ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT. THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY AND SUITABILITY OF THE SOFTWARE, TRAINING SERVICES AND SUPPORT SERVICES AND THE CUSTOMER'S HARDWARE, OPERATING SYSTEM AND OPERATING ENVIRONMENT, AND ABEL SHALL HAVE NO LIABILITY THEREFOR.

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- o) The Customer must exercise sufficient care in the proper use of its system, including hardware, peripherals, the Software, third-party software and databases. It is the Customer's responsibility to obtain fire, liability and any other appropriate insurance coverage.
- p) IN NO EVENT SHALL ABEL BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATING TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY IN THE DELIVERY OF THE SOFTWARE OR IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL ABEL BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ABEL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. ABEL'S LIABILITY TO THE CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID HEREUNDER TO ABEL.
- q) The Proposal and the price(s) therein will automatically expire 30 days from the date thereof. The Proposal is also subject to termination by notice within that period.
- r) Unless expressly stated in the Proposal, the prices specified do not include any sales, use or other taxes which may be applicable. In the event that any taxes are payable upon the license of the Software or the sale of any services hereunder, the Customer shall promptly either pay such taxes to ABEL in accordance with any invoice therefore or remit such taxes directly to the appropriate taxing

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authorities (provided, however, that the foregoing shall not apply to any taxes based on ABEL's income). The Customer further agrees to indemnify ABEL (and its officers, directors, shareholders and employees) from and against any and all liabilities, claims, expenses, suits, proceedings or judgments (including reasonable attorneys' fees and any interest or penalties incurred in connection therewith) arising from the Customer's failure to promptly pay or remit any such taxes.

- s) Flat Rate Software Telephone Support is included in the subscription fee specified in the proposal. This support provides minimal procedural instruction and support for undocumented features and functions not found in the electronic Help system. It provides the Customer with telephone and email service for questions or problems associated with the general operation of the Software applications and day-to-day assistance in problem solving with respect to the Customer's use of the Software. Flat Rate Software Support is not provided for training on topics that are covered in ABEL's standard training materials and Help documentation. If the Customer's use of telephone support exceeds the standard needs of trained users, ABEL may require that the Customer receive additional training.
- t) ABEL additionally offers the services listed below, which can be provided through ABEL's Software Help Desk, however, these extend outside the scope of the Flat Rate Software Support coverage plan and are subject to billing at ABEL's current fee schedule.
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 - System data recovery assistance following the resolution of hardware errors
 - Software migration assistance/services to new hardware
 - Software customizations beyond the default configuration of the system such as split databases and custom changes to forms/letters.
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 - Practice Management Consultation

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 - Assistance with third-party software
 - Database/Backup Maintenance
 - Data analysis to uncover misuse/fraudulent activity at practice request
 - Practice Management Consulting
 - Assistance installing updates/fee guides when detailed instructions have been provided
 - System and data recovery assistance following the resolution of hardware errors.
 - Software migration to new hardware
 - Purging of files or data for database maintenance or to free hard drive space.

Payment for Excluded Services: Training and other excluded services are available at ABEL's then-current Training or Service rates. ABEL Application Support Analysts will inform the client at the time of delivering the service that the service is not covered by the client's Flat Rate Software Support plan.

Differentiation between Software Support and Software Training: Support is the answering of a question or questions related to specific features or capabilities of the ABEL application. Support is typically provided to a single user and spans 5-20

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minutes. Training is the provision to one or more users of detailed instruction on using a major functional area or spanning multiple features of the software. Training typically spans 20 or more minutes.

Methods of Support Delivery: Most support is initiated by the end user and services are provided by telephone. ABEL reserves the right to meet support requests using other methods including email, remote electronic connection (with permission from user), paper or electronic documentation, video or online knowledge repositories.

- w) Unless otherwise specifically provided in the Proposal, all amounts payable hereunder shall be paid in Canadian Dollars.
- x) This Agreement and the rights granted hereunder may not be transferred or assigned by you without the prior written consent of ABEL.
- y) This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.
- z) Neither this Agreement nor any provision hereof may be waived, modified or amended orally or by any course of conduct, but only by a written

instrument executed by the party sought to be bound thereby.

- aa) ABEL reserves the right to verify the working status of part-time Providers and the User Roles of non-physician Providers using the data entered into ABELDent.
- bb) ABEL and its heirs and assignees are committed to supporting its current software technology or, where it not possible to do so, to providing an upgrade path to a more modern technology that provides the same, or richer, functionality as long as the customer continues to uninterruptedly subscribe to ongoing ABEL software update maintenance and telephone support.
- cc) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered via electronic facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

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Web Services Terms and Conditions

(Applicable only if any of the web services specified in clause “a” are purchased)

- a) When Web Services are specified on the Proposal ABEL will provide the services specified in the Proposal to i) design a website (the “Website Design Services”) for a website (“The Website”) to be hosted on the Worldwide Web (the “Web”) under a domain name to be registered for you, if the domain name is available and if you have not already registered the domain name (the “Domain Name”) and/or ii) provide Web Integration Services (“ABELDent Portal Services”) for an ABEL application (“The Application”) to the Customer as identified in the Proposal, and/or iii) provide website content update services (“Website Update Services”) as requested by the Customer from time to time.
 - b. The ABELDent Portal Services, the Customer will pay ABEL the initial fee specified in the Proposal, and will remit payment of the hosting fee on an anticipated monthly or annual basis at the hosting rate in effect at the time the when ABELDent Portal Services are provided.
 - c. Any Website Update Services as described in c) above, the Customer shall pay the amount specified in the Change Proposal within thirty (30) days of the execution of the Change Proposal and the issuance of the invoice(s) by ABEL. The Customer authorizes ABEL to deduct the price of the Website Update Services and any associated taxes from the balance that the Customer may have on the regular Maintenance and Support account.
- b) As part of the Website Design Services, ABEL will provide one or more of the following services (i) register an appropriate Domain Name on behalf of the Customer, (ii) provide the “Website Design Services” specified in the Proposal and develop the Website, (iii) provide hosting services (“Website Hosting services”) on ABEL’s servers to make the Website available on the Worldwide Web.
- c) The ABELDent Portal Services consist of a web-based software application hosted on ABEL’s servers that provide the Customer and/or the Customer’s patients (the “Patients”) with functionality available over the Worldwide Web integrated with the Customer’s copy of The Application.
- d) As part of the Website Update Services, when requested by the Customer in a change proposal (the “Change Proposal”), ABEL will update the Website’s content including the incorporation in the Website of such additional pages, images, flash content and graphical design as may be requested by the Customer, subject to ABEL’s approval.
- e) As payment for:
 - a. The Website Design Services, the Customer shall pay the initial payment specified in the Proposal for the services described in “(b)(i)” and “(b)(ii)” above , at the rates and charges specified in the Proposal and the balance with the execution of the Proposal. The Customer shall remit payment for the Website Hosting services as described in (b)(iii) on an anticipated monthly or annual basis at the hosting rate in effect at the time when the Website Hosting Services are provided.
- f) The Customer expressly recognizes that it is not the author or owner of any computer code, hypertext mark-up language, graphics or data provided to Customer by ABEL or of any “Intellectual Property Rights” therein, where such code, language, graphics or data was created or acquired by ABEL other than from the Customer (such code, language, graphics and data are herein collectively called “ABEL’s Toolset.” As used herein “Intellectual Property Rights” means any copyright, trademark, patent, trade dress, or trade name rights and any registration(s) or application(s) for registration(s) therefore.) The parties expressly recognize that ABEL’s work on the Website, except for ABEL’s Toolset, has been specially ordered and commissioned by Customer as a contribution to a collective work, supplemental work or other category of work as may be eligible, to the greatest extent available under law, for treatment as a “work made for hire.” The Customer shall be deemed to be the sole author of the Website, its contents, any work embodying or derived from any portion of the Website, and the attendant Intellectual Property Rights therein, except for ABEL’s Toolset. To the extent that the Website is not properly characterized as a “work made for hire”, ABEL hereby irrevocably grants, assigns and otherwise transfers exclusively and in perpetuity to the Customer and its successors and assigns, all rights of ABEL in the Website, whatsoever, except for ABEL’s Toolset, now

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existing or hereafter discovered, in all media and forms of expression. ABEL also hereby irrevocably grants, assigns and otherwise transfers non-exclusively and in perpetuity to Customer and its successors and assigns, the right to reproduce ABEL's Toolset incorporated in the Website, to prepare derivative works there from, and to publicly perform or display ABEL's Toolset.

- g) The Customer shall be deemed to be the registrant of the Domain Name and author and owner of the website and its attendant Intellectual Property Rights and any content, graphics or data provided by the Customer that is incorporated into the Website or any work embodying or derived from any portion of the Website.
- h) ABEL grants, assigns and otherwise transfers non-exclusively and in perpetuity to Customer and its successors and assigns, the right to reproduce, make derivative works, publicly perform or display the portions of the Website deemed to be its intellectual property per subparagraph "(f)". ABEL does not assign to the Customer the right to sublicense the portions of the Website deemed to be its intellectual property or any portion thereof.
- i) The parties recognize that the ABELDent Portal Services is not a "work made for hire," that ABEL is an independent contractor, and that ABEL is not an employee, partner, joint author or joint venturer of the Customer. ABEL shall be deemed the sole author and owner of all code, hypertext mark-up language, graphics and data and their attendant Intellectual Property Rights that are incorporated into the ABELDent Portal Services, or incorporated into work embodying or derived from any portion of the ABELDent Portal Services.
- j) ABEL shall be deemed the registrant of the Domain Names used for the ABELDent Portal and shall be deemed to be the author and owner of ABELDent Portal Services and its attendant Intellectual Property Rights, and any graphics or data provided by ABEL that are incorporated into the ABELDent Portal Services or any work embodying or derived from any portion of the ABELDent Portal Services.
- k) The use of Website and/or the ABELDent Portal Services under this Agreement does not grant the Customer the right to make changes or modifications to the code or to the associated components provided by ABEL. Any software development or code, language or modifications to the ABELDent Portal Services may be provided at ABEL's sole discretion under the terms of a separate agreement.
- l) Website Update Services do not include software development or modifications to the technology used by ABEL to host the Website (the "Framework"). Any software development or code, language or Framework modifications may be provided at ABEL's sole discretion under the terms of a separate agreement in writing.
- m) The hardware and the operating system software needed in order to access and administer the Website are set forth on ABEL's websites. You are responsible for ensuring that your hardware and other system software meet all such recommended requirements.
- n) Updates to the ABELDent Portal Services may necessitate updates to your ABEL application which may in turn require updates pertaining to hardware, operating systems and third-party software ("Update Specifications") which may exceed the original requirements indicated by ABEL. Updates and modifications of the ABELDent Portal Services pursuant to this Agreement may require that the Update Specifications be met in order to function. The Customer is responsible for upgrading its hardware, operating systems and third-party software as may be required to meet any Update Specifications. In addition, some Internet service providers may continue to cache unmodified versions of the Customer's copy of the ABELDent Portal Services after updates or modifications are made. The Customer agrees to indemnify and hold ABEL harmless for any damages caused by such caching.
- o) Change notes and end-user documentation will be provided as required for use of the ABELDent Portal Services. Any training or support services requested by Customer with respect to ABELDent Portal Services and its associated components will be chargeable at the rate in effect at time such ABELDent Portal Services are provided.
- p) ABEL SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CONTENT, IMAGES AND OTHER THIRD-PARTY ELEMENTS INCORPORATED IN THE WEBSITE PROVIDED BY YOU OR FOR ANY INFORMATION OR MATERIAL POSTED, PUBLISHED ON OR THROUGH THE WEBSITE.
- q) The Customer agrees to indemnify ABEL (and its officers, directors, shareholders and employees) from and against any and all liabilities, claims, expenses, suits, proceedings or judgments (including reasonable lawyers' fees and any interest or penalties incurred in connection

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therewith) arising from either the incorporation, display or publication on the Website of any content, images or other elements provided by you or the publication, posting or communication by you or by third parties of any information or materials on or through the Website, including, without limitation, any infringement of any of the foregoing with the Intellectual Property Rights of any third party.

- r) The Customer acknowledges and agrees that ABEL cannot and does not guaranty or warrant that files available for downloading through ABEL will be free of infection, viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. The Customer agrees that it shall be solely responsible for implementing sufficient procedures to satisfy the Customer's particular requirements for accuracy of data input and output, security and for maintaining a means external to ABEL for the reconstruction of any lost data. The Customer also recognizes that ABEL does not control either the Internet or any third-party websites that may be hyperlinked to the Website and is not responsible for the contents or your use thereof.
- s) Training for the use and administration of your Website will be provided over the Internet. Any additional training required may be purchased at ABEL's then current support rate; any additional training hours purchased but not used may be used for later support.
- t) THE WEBSITE, WEBSITE INTEGRATION SERVICES AND WEBSITE DESIGN AND HOSTING SERVICES ARE PROVIDED ON AN "AS-IS" BASIS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR OF ANY KIND IN RESPECT TO THE WEBSITE OR THE WEBSITE INTEGRATION SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR YOUR PURPOSE OR SYSTEM INTEGRATION. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR QUIET ENJOYMENT OF THE WEBSITE OR OF THE WEBSITE INTEGRATION SERVICES, AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OR OF TITLE. THE CUSTOMER IS SOLELY RESPONSIBLE FOR

THE SELECTION, USE, EFFICIENCY AND SUITABILITY OF THE WEBSITE, THE WEBSITE INTEGRATION SERVICES AND THE CUSTOMER'S HARDWARE, OPERATING SYSTEM AND OPERATING ENVIRONMENT, AND ABEL SHALL HAVE NO LIABILITY THEREFOR.

- u) IN NO EVENT SHALL ABEL BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATING TO ANY DELAY IN THE DELIVERY OF THE WEBSITE OR THE WEBSITE INTEGRATION SERVICES, OR FOR ANY FAILURE OR DOWN TIME OF THE WEBSITE OR OF THE WEBSITE INTEGRATION SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOST PROFITS OR BUSINESS INTERRUPTION. IN NO EVENT SHALL ABEL BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ABEL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. ABEL'S LIABILITY TO THE CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE HOSTING FEES PAID HEREUNDER TO ABEL.
- v) Special components, including third party software or modules that are purchased by the Customer may be installed on the Website only with the prior written approval of ABEL.
- w) The Customer acknowledges and accepts that the estimated delivery dates indicated in the Proposal do not represent a formal commitment from ABEL to deliver the Website, the ABELDent Portal Services or complete the Website Update Services before a specific date, but rather are provided merely as an indication to the Customer.
- x) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered via electronic facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

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