

## ABELDent Freemium Proposal

Thank you for your interest in using ABELDent Freemium.

Accepting the following proposal and the attached Terms of Use will provide you with the right to use ABELDent Freemium.

To support you effectively in using Freemium, we require your email address as well as permission to communicate with you about this product and related opportunities. We recognize that this information you need to provide in exchange for using Freemium is valuable. We assure you that we will fully protect this information as communicated through our Privacy Policy in 2.01 (d), as well as paragraph 6.02, of the Terms of Use.

Description	Price
ABELDent Freemium* – Software License	\$ 0.00
Monthly fee for ABELDent LMS (Learning Management System) with online guidance for self-learning of ABELDent per user.	\$ 8.00
100% discount for the first 3 months to encourage users to self-learn. 100% credit will also be provided for subsequent months for users who are up to date with the quizzes within the LMS. New LMS users will also be offered a 100% discount for the first three months. **	(\$8.00)
<b>Total Balance</b>	<b>\$ 0.00</b>

\*ABELDent Freemium is a free version of ABELDent’s powerful modern dental software with identical features. Freemium is limited only by the constraints of Microsoft SQL Express, a free version of the Microsoft SQL database used by ABELDent Freemium. Performance degradation may occur if the number of ABELDent Freemium users logged in simultaneously exceed 2-3. In such cases, for higher performance, consider upgrading to ABELDent Local+ that uses Standard or Enterprise Edition Microsoft SQL, or upgrade to ABELDent Cloud. Both Local+ and Cloud have the same look and feel as Freemium and require no additional learning for a smooth transition.

\*\*For schools, if multiple LMS accounts need to be combined together for monitoring or grading purposes, the discount does not apply to the student licenses. However, volume discounts may be applicable. Instructor licenses remain free.

Assistance for installation, system configuration, training or telephone support is available. The price is \$192 per hour with a minimum charge for 0.3 hour (\$57.60). Alternatively, ongoing software updates and unlimited telephone support is available for \$156/month. Online FAQs, resources for self-training, and group webinar training are available free of charge.

## TERMS OF USE

*These Terms of Use (v. 2021.2) are effective as of February 17, 2023.*

These Terms of Use (as amended from time to time, this “**Agreement**”) is between ABEL Dental Software Inc. (collectively, “**ABELDent**”, “**Company**,” “**we**,” or “**us**”) and the purchaser identified on the applicable proposal (“**Customer**,” “**you**,” “**your**” and, such order form, the “**Proposal**”) and governs Customer’s use of the Services (as defined below).

If you are an individual joining as a User on your own behalf, then you are subject to these Terms of Use and the rest of the Customer Terms (as defined below). If you are an individual User who is authorized to use the Services by the Customer, the User Notice available at [https://www.abeldent.com/terms/Freemium User Notice USA.pdf](https://www.abeldent.com/terms/Freemium%20User%20Notice%20USA.pdf) governs your access and use, although even under the User Notice, individual Users are bound by and to these Terms of Use.

If you are accepting the Customer Terms on behalf of the Customer, you expressly, irrevocably, unconditionally and absolutely represent and warrant that: (i) you have full legal authority to bind Customer to the Customer Terms; and (ii) you have read and understand the Customer Terms in full. If you do not have the legal authority to bind the Customer, please do not use the Software or Services.

*The Customer Terms are binding as of the date you first use or access any of the Software or Services, whichever is earlier (the “Effective Date”). The Customer Terms do not have to be signed in order to be binding. You indicate your acceptance of and adherence to the Customer Terms by accessing or using any of the Software or Services.*

### ARTICLE 1: DEFINITIONS

1.01 **Definitions.** Capitalized words and phrases used in the Customer Terms have their respective meanings ascribed thereto in Schedule “A” attached to these Terms of Use or elsewhere in the Customer Terms.

### ARTICLE 2: CUSTOMER TERMS

2.01 **Customer Terms.** User expressly, irrevocably, unconditionally and absolutely agrees to at all times be bound by and comply with the Customer Terms, which specifically include the following:

- (a) **Terms of Use.** These Terms of Use;
- (b) **License Agreement:** The Local Server License Agreement or Cloud Server License Agreement (as applicable, and hereafter the “**License Agreement**”) attached hereto as Schedules “B” and “C” respectively;
- (c) **Authorized Use Policy.** The authorized use policy (“**Authorized Use Policy**”) attached hereto as Schedule “D”;
- (d) **Back-up Services Agreement.** The back-up services agreement (“**Backup Services Agreement**”) attached hereto as Schedule “E”;
- (e) **Privacy Policy.** The privacy policy (“**Privacy Policy**”) accessible at: [https://www.abeldent.com/terms/Privacy Policy.pdf](https://www.abeldent.com/terms/Privacy%20Policy.pdf)

(f) **User Notice** The user notice (“**User Notice**”) accessible at: <https://www.abeldent.com/terms/User Notice.pdf>

(g) **Documentation**. All other Documentation made available by ABELDent from time-to-time.

2.02 **ABELDent Modifications**. Customer expressly, irrevocably, unconditionally and absolutely agrees that ABELDent may add to, subtract from and otherwise modify the Software, as well as these Terms of Use and the rest of the Customer Terms from time-to-time in its sole discretion in accordance with Section 11.05 of these Terms of Use.

### ARTICLE 3: LICENSE

3.01 **Local System Software License**. Customer’s use of ABELDent LS, Local+, Freemium and Student Edition Software is subject to the terms of the Local Server End User Software License attached hereto as Schedule “B”, the terms of which are incorporated herein by this reference.

3.02 **Cloud Server Licenses**. Customer’s use of ABELDent Cloud and Student Edition Software is subject to the terms of the Cloud Server License Agreement attached hereto as Schedule “C”, the terms of which are incorporated herein by this reference.

3.03 **Backup Services**. Customers who subscribe to Backup Services are subject to the terms of the Backup Services Agreement attached hereto as Schedule “E”, the terms of which are incorporated herein by this reference.

### ARTICLE 4: TERM AND TERMINATION

4.01 **Term**. The Customer Terms shall take effect on the date of availability of the Services (the “**Activation Date**”) and, unless otherwise specified in the Proposal, will remain in effect until terminated in accordance with these Terms of Use (the “**Term**”).

4.02 **Termination By Customer**. Customer may terminate this Agreement at any time with sixty (60) days’ notice prior to the expiration of the then-current term.

4.03 **Termination for Cause**. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice if the other party commits a material breach that remains uncured after thirty (30) days written notice specifying the nature of the breach and identifying the measures required to correct the breach. Notwithstanding the foregoing, ABELDent may terminate this Agreement and/or access to the Software (i) immediately if it has reason to believe that or if Customer has violated its responsibilities under the Customer Terms, including but not limited to those listed in section 7.04 of this Agreement, or (ii) for non-payment of fees upon ten (10) days prior notice, at which time fees for the current Term shall be due and payable in full. Should ABELDent invoke this section, it shall have the right to also terminate Customer’s rights, or access, to any other Services then provided to Customer by ABELDent.

4.04 **Effect of Termination**. Termination of this Agreement shall terminate Customer’s rights to continued use of, licenses to, and access to the Software and to any further Services. Termination shall not affect the obligation of Customer to pay all fees that have accrued or are otherwise owed by Customer under any Proposal or under this Agreement, and shall not affect the right of any party to pursue a claim for breach of this Agreement which accrued prior to the date of termination. On Termination by either party:

(a) ABELDent will retain all Customer Data for a period of sixty (60) days from the effective termination date (the “**Retention Period**”), during which time Customer may request a final copy of any Customer Data that is hosted or stored on ABELDent servers (the “**Final Copy**”). ABELDent shall provide the Final Copy to Customer, 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 Customer’s request for same. The Final Copy shall be provided to Customer in a format and type which may, in some cases, only be accessed through the use of the Software, and ABELDent takes no responsibility for transforming or altering the data into any other format. For greater certainty, the Customer shall be responsible for any format conversion of the Final Copy.

(b) Customer acknowledges that any and all Customer Data will be permanently deleted upon expiration of the Retention Period and that such data may be unrecoverable at any time thereafter. Customer agrees and acknowledges that Company has no obligation to retain Customer Data following the expiration of the Retention Period and may delete such Customer Data in accordance with applicable legislation and data retention policies without prior notice.

4.05 Any and all rights and obligations of the parties in the Customer Terms that, by its nature, should survive termination or expiration of the Customer Terms, will survive any expiration or termination of the Customer Terms.

## ARTICLE 5: MAINTENANCE AND SUPPORT

5.01 Customer shall receive basic software maintenance and support services as described in the Proposal. Such support services shall be provided on the terms and conditions set forth in this Agreement.

5.02 Maintenance and support services may include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, “**Updates**”) as ABELDent makes generally available free of charge to all Customers of the Software then entitled to maintenance and support services. ABELDent may develop and provide Updates in its sole discretion, and Customer agrees that ABELDent has no obligation to develop any Updates at all or for particular issues. Customer 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. Customer acknowledges that ABELDent may provide some or all Updates via download from a website designated by ABELDent and that Customer’s receipt thereof will require an internet connection, which connection is Customer’s sole responsibility. ABELDent 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 ABELDent may issue as a separate or new product, and ABELDent may determine whether any issuance qualifies as a new version, new release or Update in its sole discretion.

5.03 ABELDent 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 Customer is currently entitled to use the Software and Services. Unless otherwise specified in the Proposal, Customer is responsible for payment for any Implementation or Support Services at ABELDent’s then-current hourly rates. Notwithstanding any work or assistance provided by ABELDent with respect to configuring or setting up the Software, ABELDent will not be responsible for the performance, operation, or maintenance of Customer’s system unless agreed-to in a separate agreement. Customer 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.

5.04 Customer requests for feature changes and modifications may be submitted in writing to ABELDent for consideration for inclusion in ABELDent's updates. Prioritization of such change requests and timing for their inclusion in an appropriate software update rest solely at ABELDent's discretion. All rights in and to any changes, modifications, improvements to the Software shall be owned by ABELDent.

5.05 Software maintenance does not include custom software modifications. Any custom software modification may be provided at ABELDent's sole discretion under the terms of a separate agreement.

5.06 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. Customer is responsible for upgrading its hardware, operating systems and third-party software as may be required to meet any Update Specifications.

5.07 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.

## ARTICLE 6: DATA ACCURACY AND SECURITY

6.01 Data Accuracy. Customer 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.

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

6.02 Personal Information. Customer expressly, irrevocably, unconditionally and absolutely agrees that the Software and Services are designed for Customers to have Customer Accounts which contain Personal Information related to such Customer and which are governed by ABELDent's Privacy Policy. In order so to permit, Customer expressly, irrevocably, unconditionally and absolutely agrees to: (i) provide; and (ii) consents to the collection, storage, processing and use of Customer's Personal Information by ABELDent exclusively for the provision of the Services.

6.03 Data ETL Limitations. Customer is responsible to provide data in electronically readable format. The ABELDent database resulting from import of Customer's data will be a reflection of the quality of data provided by the Customer. ABELDent is not responsible for delays in or inability to perform services due to improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software. Customer acknowledges that transferring data is subject to the possibility of human and machine errors, omissions, and losses, including inadvertent loss of data or damage to media that may give rise to loss or damage. ABELDent shall not be liable for any such errors, omissions, or losses, save and except that which is a result of ABELDent's negligence or willful misconduct. Customer is responsible to adopt reasonable measures to limit the impact of such problems, including backup of original data. Customer is

responsible for reviewing the accuracy of all imported data. Customer is also responsible for complying with all local, provincial, and federal laws pertaining to the use and disclosure of any data.

6.04 Third-Party Security. Customer agrees to access the Software and to store and retrieve data using only ABELDent approved third-party software. Should Customer elect to use unapproved third-party products or services, any exchange of data between Customer and such third-party provider is solely between Customer and the applicable third-party vendor or provider. ABELDent does not warrant third-party products or services, whether or not they are designated by ABELDent as “approved” or otherwise, except to the extent directly caused by the willful misconduct or negligence of ABELDent. ABELDent may provide limited support for approved third party software. No purchase of third-party products or services is required to use the Software except as stated in the System Requirements.

6.05 Data Security. ABELDent agrees to maintain the security of Customer Data using industry-standard data security protocols, and other methods reasonably deemed to be adequate for secure business data and to notify Customer in the event of a breach of security involving Customer Data. Customer agrees to keep their Customer Account usernames and passwords strictly confidential and not shared with any other Person. Customer Accounts are personal to each individual and may not be shared. Customers are responsible for any and all actions taken using their Customer Account, and Customer expressly, irrevocably, unconditionally and absolutely agrees to immediately notify ABELDent of any unauthorized use of the Customer Account in each instance about how ABELDent collects, uses and protects its Customers’ Personal Information

## **ARTICLE 7: INDEMNITY, WARRANTIES & REMEDY**

7.01 Infringement Indemnity. ABELDent will defend and indemnify Customer against a claim that the Software infringes a copyright or patent, in accordance with the indemnity provisions contained in the License Agreement.

### 7.02 Warranties and Disclaimers.

(a) Services Warranty. ABELDent warrants that the Services described in an applicable Proposal will be performed consistent with generally accepted industry standards. ABELDent does not guarantee any specific results from Implementation Services. As with all training, effectiveness depends largely on Customer’s ability and willingness to utilize and implement the ideas, concepts, and best practices presented.

(b) Specified Use. Customer acknowledges that the Software and/or Services are not clinical decision-making tool(s). 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.

(c) Software Warranty. Solely with respect to Software for which ABELDent receives a License Fee, ABELDent warrants that, throughout the Term of the License:

(i) 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 ABELDent’s discovery of such defect; and

(ii) 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.

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

(i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by ABELDent in writing;

(ii) modifies or damages the Software, or the media on which it is provided, including abnormal physical or electrical stress; or

(iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by ABELDent in writing.

(e) If, during the Term, any Software covered by the warranty set forth herein fails to perform substantially in accordance with the Documentation, and such failure is not excluded from warranty under this Agreement, ABELDent will either repair or replace the Software, provided that Customer provides ABELDent with all information ABELDent requests to resolve the reported failure, including sufficient information to enable ABELDent to recreate such failure.

7.03 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT CONDITION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ABELDENT, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE 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, ABELDENT PROVIDES NO CONDITION, WARRANTY, OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE CUSTOMER'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. ABELDENT STRICTLY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS.

7.04 Customer Responsibilities. Customer 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 computers on which the Software is installed contain adequate virus and malware protection;
- (d) Ensuring that Customer's Server computer(s) and all workstations accessing the Software remain connected to the internet and ensure that the Software is able to install updates and communicate with ABELDent's cloud server(s) as necessary;
- (e) Ensuring that Customer'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; and
- (f) Ensuring that ABELDent is able to access the Software and/or Server as required for the purpose of ensuring proper Software functionality.

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

7.06 Customer Indemnity. Customer agrees to defend, indemnify, and hold ABELDent, its parents, members, subsidiaries, officers, directors, employees, ABELDent partners, and affiliates harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (a) a claim alleging that any Customer Data, whether provided by Customer or its affiliates, infringes the rights of, or has caused harm to, a third party; (b) a claim, which would constitute a violation by Customer of its representations and warranties made herein; (c) a breach by Customer of this Agreement; (d) a claim arising from Customer's contravention of any Applicable Law; (d) a claim arising from any products or services that Customer offers on or through the Services; or (e) a third-party claim arising from Customer's use of the Services.

7.07 Exclusive Remedies. For any breach of the warranties contained in this Section 7, except with respect to the Software, where the terms of the License Agreement apply, Customer's exclusive remedy, and ABELDent's entire liability, shall be: At ABELDent's sole option, the reperformance of the Services provided that Customer notifies ABELDent in writing of any defects in the Services within thirty (30) days of their performance. Any error not reported to ABELDent by Customer within thirty (30) days of its discovery will be deemed waived and accepted by Customer. If ABELDent cannot reproduce the error, it will have no further obligation under this subsection.

7.08 Proceedings. In the event of any Proceeding, the party receiving notice of such Proceeding will inform the other party within two (2) Business Days following which the indemnified party will have the right to: (i) conduct the defense of such Proceeding at the indemnifying party's sole cost and expense; or (ii) require the indemnifying party to defend such Proceeding at the indemnifying party's sole cost and expense; provided, however, that in no event may the indemnifying party settle any Proceeding without first securing ABELDent's written approval. ABELDent may settle any Proceeding on such terms as ABELDent determines in its sole and absolute discretion, at the indemnifying party's sole cost and expense.

## **ARTICLE 8: PAYMENT PROVISIONS**



8.01 Fees and Payment.

(a) Fees. Payment for Initial Investment Fees, Subscription Fees, and/or Service Fees (collectively, the “Fees”) shall be in accordance with the applicable Proposal. In the absence of specific provisions in the Proposal, fees for one-time Services are due upon acceptance of the Proposal and prior to delivery of the Service, and are non-refundable.

(b) Fees that are fixed, such as Subscription Fees, shall be payable monthly in advance and due in full by no later than the first day of each month; payments for all other Services that are variable and dependent on actual usage are due upon receipt of the service. ABELDent reserves the right to refuse to commence performance of Services if one-time Service fees have not been paid. Subscription Fees shall be due five (5) business days after a Proposal signature. An administrative late charge of \$35.00 per invoice per month will be charged for any invoice not paid by the due date and which remains unpaid each 30 days thereafter, including any electronic transaction that is declined and any returned cheques. Additionally, any amounts payable by Customer here-under which remain unpaid after the due date shall be subject to a finance charge equal to the lesser of 1.5% per month or the maximum amount permitted under Applicable Law, from the due date until such amount is paid.

(c) Fee Increases. ABELDent reserves the right to reasonably increase Fees to account for any cost increases. Customer will be notified no less than sixty (60) days prior to any such increase taking effect.

(d) Deposit. ABELDent may require that Customer provide a refundable deposit, which will be specified in the Proposal (the “Deposit”). The Deposit shall be applied to any Fees to be paid pursuant to this Agreement (as provided in the Proposal) or may be returned to Customer in accordance with the terms of this Agreement. Amounts held on deposit will not accrue interest except as required by law.

(e) Taxes. The fees listed in this Agreement do not include taxes; if ABELDent is required to pay sales, use, property, value-added, withholding, excise or other taxes, duties, or governmental charges based on the rights granted or Services provided under this Agreement or on Customer’s use of Software or Services, then such taxes, duties, or governmental charges shall be billed to and paid by Customer.

8.02 Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder.

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

8.04 If any of the measures taken or implemented under this Section 8 determines that the Customer's use of the Software exceeds or exceeded the use permitted by this Agreement, Customer shall, within thirty (30) days following the date of such determination by Customer or ABELDent's written notification thereof, pay to ABELDent the retroactive License Fees for such excess use and obtain and pay for valid License(s) to bring Customer's use into compliance with this Agreement. In determining the Customer Fee payable in accordance with the foregoing, (a) unless Customer 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 ABELDent hereunder and continued uninterrupted thereafter, and (b) the rates for such Licenses shall be determined without regard to any discount to which Customer may have been entitled had such use been properly licensed before its commencement (or deemed commencement).

8.05 ABELDent's remedies set forth in this Section 8 are cumulative and are in addition to, and not in lieu of, all other remedies ABELDent may have at law or in equity, whether under this Agreement or otherwise.

#### **ARTICLE 9: LIMITATIONS ON LIABILITY**

9.01 LIMITED LIABILITY. IN NO EVENT SHALL ABELDENT, ITS PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, ABELDENT PARTNERS, OR AFFILIATES BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL, EXEMPLARY, OR OTHER DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY, LOST PROFITS, AND COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF COMPANY SHALL BE LIMITED TO THE AMOUNT PAID TO COMPANY BY CUSTOMER HEREUNDER DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

9.02 EXCLUSIONS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF LIABILITY AS SET FORTH ABOVE, OR REQUIRE EXCLUSIONS OR LIMITATIONS OF LIABILITY THAT ARE DIFFERENT THEN THOSE SET FORTH ABOVE. IN THESE JURISDICTIONS, THE EXCLUSIONS OR LIMITATIONS OF LIABILITY SET FORTH ABOVE WILL BE EXCLUDED ONLY TO THE MINIMUM EXTENT REQUIRED TO CONFORM WITH APPLICABLE LAW IN EACH SUCH JURISDICTION (AS APPLICABLE IN THE CIRCUMSTANCES) AND ABELDENT WILL ADHERE SOLELY TO THE MINIMUM REQUIREMENTS IN EACH SUCH JURISDICTION, SUCH THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY APPLICABLE IN THE CIRCUMSTANCE WILL BE THOSE THAT ARE PERMISSIBLE TO THE GREATEST EXTENT UNDER SUCH APPLICABLE LAWS. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL SURVIVE AND APPLY EVEN IF ANY LIMITED OR UNLIMITED REMEDY SPECIFIED IN THE CUSTOMER TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## ARTICLE 10: INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

10.01 ABELDent IP. Customer acknowledges that, as between Customer and ABELDent, ABELDent owns all right, title, and interest, including all intellectual property rights, in and to the ABELDent IP and, with respect to Third-Party Products, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.02 Customer Data. ABELDent acknowledges that, as between ABELDent and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to ABELDent a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for ABELDent to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

10.03 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to ABELDent by mail, email, telephone, or otherwise, suggesting or recommending changes to the ABELDent IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), ABELDent is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to ABELDent on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in the Feedback, and ABELDent is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever. Customer hereby waives all non-assignable rights, including moral rights in the Feedback. Notwithstanding the foregoing, ABELDent is not required to use any Feedback.

## ARTICLE 11: CONSTRUCTION OF CUSTOMER TERMS

11.01 Order of Precedence. To the extent there is a conflict or inconsistency between any of the documents forming part of the Customer Terms, the following is the order of precedence (highest to lowest): (i) the Privacy Policy; (ii) the Proposal; (iii) the applicable License Agreement; (iv) these Terms of Use; (v) the rest of the Customer Terms.

11.02 Headings. Headings of articles and sections are inserted for convenience of reference only and will not affect the construction or interpretation of the Customer Terms.

11.03 Pronouns, Numbers, Inclusiveness, etc. All words and personal pronouns relating thereto will be read and construed as the number and gender of the Party or Parties referred to in each case required and the verb will be construed as agreeing with the required word and pronoun. A general statement, term or matter when followed by the word "including", will not be construed as limited to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not language such as "without limitation" or "but not limited to" is used with reference thereto. Use of the word "and" or use of the word "or" will not be interpreted in a manner to exclude the other word such that the use of either word will be interpreted in the context of the provision. Provisions in the Customer Terms, or compliance therewith, may be "subject to" or dependent upon other provisions of the Customer Terms and the failure to expressly condition such provisions or compliance as being "subject to" such other provisions

will not be interpreted in a manner rendering those provisions or compliance therewith as not being subject to such other provisions.

11.04 Timing References. When calculating the period of time within which or following which any act is to be done or step taken pursuant to the Customer Terms, the date which is the reference date in calculating such period will be excluded. If the last day of such period is a non-Business Day, the period in question will end on the next Business Day.

11.05 Modifications. ABELDent may modify the terms of the Customer Terms, including these Terms of Use or those on a constituent Proposal, on written notice to Customer. Customer may notify ABELDent in writing within thirty (30) days of the receipt of a modification notification that Customer does not wish to accept the new terms. If Customer objects to the new terms by notifying ABELDent within the thirty (30) day period, then this Agreement may be terminated by ABELDent. In the absence of such written non-acceptance, Customer is deemed to accept the new terms by continuing to use the Software and/or Services.

## ARTICLE 12: MISCELLANEOUS

12.01 Binding Terms. The Customer Terms constitutes a binding agreement and is the entire agreement between Customer and ABELDent, and supersedes all prior negotiations and communications, whether written or oral; representations and warranties, whether written or oral; and documents and writings, whether signed or unsigned.

12.02 Confidential Information. In connection with this Agreement each party may disclose or make available Confidential Information to the other 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 this Agreement and for two years after termination of this Agreement, subject to any legal obligations imposed on the Customer 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.

12.03 Canadian Anti-Spam Legislation. Customer consents to receiving commercial electronic messages from ABELDent, subject to Customer's ongoing right to withdraw such consent at any time upon notice to ABELDent via the unsubscribe mechanism provided in such communications.

12.04 Publicity and use of ABELDent's trademarks. Customer may not use any ABELDent logo or trademark, whether or not such mark(s) are registered, without prior written approval from ABELDent. This includes use on printed materials of any kind as well as electronic mediums such as internet web pages or email. Furthermore, the use of the ABELDent name (or any derivative thereof) in Customer's URL, business name, or the names of any add-on products or services Customer may be offering independent of ABELDent is strictly prohibited. Using the ABELDent name in paid targeted keyword advertising campaigns on search engines is also prohibited.

12.05 Subcontractors. ABELDent may use subcontractors and permit them to exercise ABELDent's rights, but ABELDent remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

12.06 Consent. Whenever a provision of the Customer Terms requires an approval or consent and the approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Customer whose consent or approval is required will be conclusively deemed to have granted its approval or consent. ABELDent consents will not be deemed granted.

12.07 Patient Consent. Customer is solely responsible for obtaining authorization and/or consent from their patients to enable ABELDent to perform its obligations under this Agreement. Customer warrants that it has received, or will receive, the necessary authorization or consent from its patients in this regard.

12.08 Insurance. Customer is responsible for maintaining its own fire, liability, property, and other appropriate insurance throughout the term of this Agreement.

12.09 Notice. Customer agrees to notify ABELDent of any changes to Customer's business address, business contact, and support contact within ten (10) days of any change thereto. All notices required or permitted here-under shall be given in writing or as specifically set forth in the applicable section of this Agreement. To expedite order processing, Customer agrees that ABELDent may treat documents emailed or faxed by Customer to ABELDent as original documents; nevertheless, either party may require the other to exchange original signed documents to evidence an order for Software or for Services. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

12.10 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 Customer and ABELDent 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.

12.11 Amendments and Modifications. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, or as otherwise permitted pursuant to this Agreement.

12.12 Construction. The language used in the Customer Terms is the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against ABELDent.

12.13 Waiver. Any Party may waive the benefit of any term, condition, warranty or covenant in the Customer Terms or any right or remedy under Applicable Law, but only by an instrument in writing signed by the Party to be charged. No waiver by any Party of any breach hereof will be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other time hereof.

12.14 Relationship of Parties. The Customer Terms do not constitute and will not be deemed to constitute a partnership, agency or joint venture between the Parties, and neither Party nor any of its respective directors, officers, employees or agents will, by virtue of the performance of any obligations under the Customer Terms, be deemed to be an agent or employee of the other Party. Neither Party is authorized to act on behalf of the other Party, and each will act as an independent contractor at its own risk.

12.15 Assignment. The Customer Terms are binding upon and inure to the benefit of the Parties. Customer may only assign or transfer its rights, privileges and obligations under the Customer Terms with ABELDent's prior written consent, and in accordance with ABELDent's License Transfer policies and procedures, made available at <https://www.abeldent.com/Resources/License-Transfer>. ABELDent may delegate or assign all or any portion of its rights, benefits and obligations under the Customer Terms in its sole discretion.

12.16 Severability. Nothing contained in the Customer Terms will be construed so as to require the commission of any act contrary to Applicable Law, and if any provision of the Customer Terms is held to be invalid or illegal under Applicable Law, such provision will be curtailed and limited only to the extent necessary to bring it within the legal requirements and such curtailment or limitation will not affect the validity of the remainder of the Customer Terms or any other provisions hereof in that, or any other, jurisdiction.

12.17 Force Majeure. For the avoidance of doubt, and consistent with other provisions of the Customer Terms, ABELDent will not be liable for any default or delay in the performance of its obligations under the Customer Terms if and to the extent such default or delay is caused by circumstances beyond ABELDent's reasonable control including fire, flood, earthquake, elements of nature, acts of God, epidemic/pandemic or major health related event, explosion, war, terrorism, revolution, civil commotion, acts of public enemies, or any act or order of government or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, failure or delay of any public or private utility, Partner Products, information technology system including the Internet or internet service provider, (each an "**Event of Force Majeure**").

12.18 No Exclusivity. Notwithstanding any provision of the Customer Terms to the contrary, ABELDent may provide products or services at any time to any third-party even if such products or services are identical to the Services provided to Customer hereunder.

12.19 Cumulative Remedies. Except as expressly provided in the Customer Terms to the contrary, the exercise or obtaining of any right, remedy or relief by ABELDent in connection with the Customer Terms, including the exercise of a right of termination, will be without prejudice to any other right, remedy or relief vested in or to which ABELDent may be entitled pursuant to Applicable Law or under the Customer Terms.

12.20 GOVERNING LAW. THE CUSTOMER TERMS WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLICABLE THEREIN. CUSTOMER EXPRESSLY, IRREVOCABLY, UNCONDITIONALLY AND ABSOLUTELY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS SITUATED IN THE STATE OF NEW YORK, AND WAIVES ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM.

12.21 Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York State before one arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration, or for injunctive or other equitable relief to restrain a breach or threat of breach, of intellectual property rights, confidentiality protection, or other breach or violation of rights for which injunctive or equitable relief is appropriate. Except for action for nonpayment or breach of ABELDent's proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has occurred.

12.22 Language. Except as expressly stated in the Customer Terms, all communications and all goods and services governed by the Customer Terms will be in the English language. The Parties hereto have required that the Customer Terms and all deeds, documents, or notices relating thereto be drafted in the English language.

12.23 Provisions Necessary. The provisions of the Customer Terms are necessary to protect the trade, commercial and financial interests of ABELDent. Customer expressly, irrevocably, unconditionally and absolutely acknowledges and agrees that any breach whatsoever of the covenants, provisions, obligations and restrictions contained in the Customer Terms will constitute a material breach of Customer's obligations to ABELDent which may cause serious damage and injury to ABELDent which cannot be fully or adequately compensated by monetary damages. Customer accordingly agrees that in addition to any other available remedies, ABELDent may seek, obtain and enforce interim or permanent equitable relief, including interim, interlocutory and permanent injunctive relief, in the event of any breach or anticipated breach of the Customer Terms. All such rights and remedies will be cumulative and in addition to any and all other rights and remedies whatsoever to which ABELDent may be entitled.

12.24 Survival. The obligations (including indemnification), licenses and grants of rights made by Customer, and other provisions the Customer Terms that by their nature are intended to survive the termination or expiration of the Customer Terms, so survive and Customer expressly, irrevocably, unconditionally and absolutely agrees to such survival.

## SCHEDULE A DEFINITIONS

Capitalized words and phrases used in the Customer Terms have their respective meanings ascribed thereto as follows:

“**ABELDent IP**” means the Services, the Documentation, 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, domain names, or other intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, ABELDent IP includes Aggregated Statistics and any information, data, or other content derived from ABELDent's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

“**Aggregated Statistics**” means data and information related to Customer's use of the Software or Services that are used by ABELDent in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

“**Applicable Law**” means, collectively, all national, federal, state, provincial and local statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requirements, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law and for greater clarity includes equitable laws, common law, and civil law (including jurisprudence) and specifically incorporate, for greater clarity and disclosure: (i) all statutes and regulations pertaining to Intellectual Property and Intellectual Property Rights, including patent law, copyright law (including moral rights), trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law; (ii) all statutes and regulations pertaining to Personal Information, electronic documents, privacy, data and the like, including the Digital Millennium Copyright Act (United States), California Consumer Privacy Act (United States) General Data Protection Regulation (EU), Personal Information Protection and Electronic Documents Act (Canada), Canada's Anti-Spam Legislation (CASL), and Health Privacy Legislation (as defined herein); (iii) all statutes or regulations or directives or political policies pertaining to export laws, including those pertaining to Canadian, European Union, British, United States or United Nations embargo, sanction or restricted trade countries or parties, including, but not limited to, OFAC's List of Specially Designated Nationals and Other Blocked Persons, the U.S. State Department's Nonproliferation Sanctions lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.export.gov/article?id=Consolidated-Screening-List>, or subject to end destination export control regulations, such as, but not limited to, the U.S. Export Administration Regulations and EU Dual-Use Regulation EC 428/2009; and (iv) all statutes and regulations pertaining to applicable anti-corruption and anti-bribery and anti-money laundering. References to Applicable Law will include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Applicable Law.

“**Associate**” means, with respect to a Person, any other Person Controlling, Controlled by or under common Control with such first Person, and for the avoidance of doubt a User is deemed to be an Associate of its related Customer. Neither a User nor a Customer is an Associate of ABELDent, its Partners, or their respective Associates.

“**Authorized Use Policy**” or “**AUP**” refers to the Authorized Use Policy attached as Schedule “D” to the Terms of Use.



**“Authorized User” (and “User”)** means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Software or Services under the rights granted to Customer pursuant to this Agreement; and (ii) for whom access to the Software or Services has been purchased hereunder.

**“Backup Services”** has the meaning set forth in Schedule E attached to the Terms of Use.

**“Business Day”** means any day of the week, excluding Saturdays, Sundays, statutory holidays or civic holidays in the State of New York, on which banks in New York City, New York are open for commercial banking business.

**“Confidential Information”** has the meaning set forth in Section 12.02 of the Terms of Use to which this Schedule A is attached.

**“Control”** and its derivatives mean, with regard to any entity, the legal or beneficial ownership, directly or indirectly, of fifty percent (50%) or more of the shares (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.

**“Customer Account”** means the account information and profile information of an ABELDent Customer.

**“Customer Data”** means information, other than Aggregated Statistics, entered into the Software by Customer in the course of its authorized access and use of the Software or Services, which are stored on the Server for access and retrieval by the Customer.

**“Customer Terms”** means the documents and policies listed in Section 2.01 of the Terms of Use to which this Schedule A is attached.

**“Customer”** means an individual, corporation, or business who is a signatory to a Proposal and of whom individual Users may be Associates.

**“Documentation”** means any and all manuals, instructions, and other documents and materials that ABELDent provides or makes available to Customer in any form or medium which describe the functionality, components, features, or requirements of the Software or Services, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

**“Effective Date”** has the meaning set forth in the pre-amble to the Terms of Use to which this Schedule A is attached.

**“Event of Force Majeure”** has the meaning ascribed thereto in Section 12.17 of the Terms of Use to which this Schedule A is attached.

**“Feedback”** has the meaning set forth in Section 10.03 of the Terms of Use to which this Schedule A is attached.

**“Fees”** has the meaning set forth in Section 8.01 of the Terms of Use to which this Schedule A is attached.

**“Host Server”** shall mean one or more server(s) provided by ABELDent through which Customer may access certain functionality related to the Software or Services, identified by a URL and one or more accounts and passwords to be established by Customer.

**“Intellectual Property”** means any and all common-law, granted or pending rights arising under Applicable Law in or to any intellectual property of proprietary rights, and any and all corresponding rights or interests that, now or hereafter, may be secured throughout the world, including but not limited to (a) all patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), and including all provisional applications, substitutions, continuations, continuations-in-part, patents of addition, improvement patents, divisions, renewals, reissues, confirmations, counterparts, re-examinations and extensions thereof, (b) all trademarks, service marks, trade dress, trade names, logos, domain names and corporate names, whether registered or existing at common law, (c) all registered copyrights and industrial designs and other copyrightable works (whether published or unpublished), (d) all industrial designs, industrial design applications, industrial design disclosures and designs (whether or not registrable as industrial designs) (e) all registrations, applications, divisionals and renewals for any of (a)-(d), (f) internet domain names, and all associated web addresses, URLs, websites and web pages (g) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein, and (h) Software.

**“Intellectual Property Rights”** means any and all rights arising under Applicable Law in or to any intellectual property of proprietary rights, and any and all corresponding rights or interests that, now or hereafter, may be secured throughout the world, including (a) all patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), and including all provisional applications, substitutions, continuations, continuations-in-part, patents of addition, improvement patents, divisions, renewals, reissues, confirmations, counterparts, re-examinations and extensions thereof, (b) all trademarks, service marks, trade dress, trade names, logos, domain names and corporate names, whether registered or existing at common law, (c) all registered copyrights and industrial designs and other copyrightable works (whether published or unpublished), (d) all industrial designs, industrial design applications, industrial design disclosures and designs (whether or not registrable as industrial designs) (e) all registrations, applications, divisionals and renewals for any of (a)-(d), (f) internet domain names and all associated web addresses, URLs, websites and web pages (g) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein, and (h) Software.

**“License”** means the license granted by ABELDent to Customer pursuant to a License Agreement.

**“License Agreement”** means: (i) with respect to Customers who have purchased ABELDent LS, Local+, Freemium or Student Edition Software, the Local License Agreement attached as Schedule B to the Terms of Use, or (ii) with respect to Customers who have purchased ABELDent Cloud Software, the License Agreement attached as Schedule C to the Terms of Use.

**“License Fees”** means the License fees, including all taxes thereon, paid or required to be paid by Customer for the License granted under this Agreement.

**“Losses”** means and includes all costs, charges, expenses, losses, damages, debts, fees (including any legal, professional and advisory fees and disbursements), liabilities, interest on any amounts disbursed by an indemnified party until reimbursed by an indemnifying party, amounts paid in connection with

any Proceeding, or to settle or dispose of any Proceeding, or to satisfy any judgment, fines or penalties, without limitation, and whether incurred alone or jointly with others, including without limitation Taxes and incidental expenses, as well as any amounts which the indemnified party suffers, sustains, incurs or is required to pay, in respect of the processing, handling, investigation, defense, settlement or appeal of or preparation for any Proceeding.

“**Notice**” has the meaning set forth in Section 12.09 of the Terms of Use to which this Schedule A is attached.

“**Party**” means Customer or ABELDent as appropriate in the singular, and “**Parties**” means Customer and ABELDent together.

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

“**Personal Health Information**” means biometric, genetic, health, or medical data, including without limitation, all health information and personal health information as defined under the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A, Health Information Act, R.S.A. 2000, c. H-5, The Personal Health Information Act, S.M. 1997, c. 51, C.C.S.M., c. P33.5, Personal Health Information Privacy and Access Act, S.N.B. 2009, c. P-7.05, Personal Health Information Act, S.N.L. 2008, c. P-7.01, Personal Health Information Act, S.N.S. 2010, c. 41, Health Information Act, S.N.W.T. 2014, c. 2, Act respecting the sharing of certain health information, CQLR, c. P-9.0001, The Health Information Protection Act, S.S. 1999, c. H-0.021, and Health Information Privacy and Management Act, S.Y. 2013, c. 16 (collectively, the “**Health Privacy Legislation**”).

“**Personal Information**” means any information about an identifiable individual, which includes information that can be used on its own or with other information to identify, contact, or locate a single person as such term is defined in the Personal Information Protection and Electronic Documents Act (Canada), S.C. 2000, c.5, , Personal Information Protection Act (British Columbia), S.B.C. 2003, c.63, Personal Information Protection Act (Alberta), S.A. 2003, c. P-65, An Act respecting the protection of personal information in the private sector (Quebec), R.S.W. c. P-39.1, and any other applicable law relating to the protection of personal information in the private sector, in each case as amended from time to time and including any successors thereto, as the case may be (collectively, “**Privacy Legislation**”).

“**Privacy Policy**” has the meaning ascribed thereto in Section 2.01I of the Terms of Use to which this Schedule A is attached.

“**Proceeding**” means any claim or proceeding, or quasi-claim or quasi-proceeding, and for greater clarity includes but is not limited to any civil, criminal, regulatory, or administrative action, suit, proceeding, claim, judgment, inquiry, investigation, assessment, reassessment, liability, loss, expense, or cost of any nature or kind alleged, threatened or enforced against, or incurred or suffered by, or otherwise involving directly or indirectly the indemnified party, whether alone or in conjunction with others, or to which the indemnified party is made a party for any reason whatsoever, in relation to, arising out of or otherwise involving in any manner, directly or indirectly: (i) a breach, alleged breach or threatened breach of the Customer Terms by Customer; (ii) a breach of any warranty, representation or agreement made by the indemnifying party under the Customer Terms, or by virtue of any exercise of any rights granted or conferred on ABELDent under the Customer Terms; (iii) any claim in connection with Customer Data; (iii) any action to establish a right to indemnification under the Customer Terms in favor of an indemnified party; (iv) in connection with any other matter for which an indemnified party is entitled to be indemnified pursuant to the provisions of the Customer Terms.

**“Proposal”** means the order form filled out and submitted by or on behalf of Customer, and accepted by ABELDent, for Customer’s purchase or use of the License for the Software or Services granted under this Agreement.

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

**“Services”** shall mean Hosting Services, Implementation Services, Support Services, or other services specifically identified in a Proposal, such as consulting services.

**“Software”** shall mean the computer software in object code form owned or provided by ABELDent for which Customer has rights granted pursuant to the License Agreement or LS License Agreement, updates and upgrades to the Software, and online documentation.

**“System Requirements”** shall mean ABELDent’s published System Requirements document available at <https://abeldent.com/Resources/System-Requirements>.

**“Taxes”** means all incomes, stamp, consumption, sales or other taxes, duties, levies, imposts, charges, assessments, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority under Applicable Law or otherwise, and all interest, penalties or similar liabilities with respect thereto.

**“Terms of Use”** means the terms of use to which this Schedule A is attached.

**“Third Party”** means any Person other than ABELDent, Customer, or their respective Affiliates and contractors.

**“Third-Party Products”** means any third-party products described with or incorporated into the Software or Services.

**“Update”** has the meaning set forth in Section 5.02 of the Terms of Use to which this Schedule A is attached.

**“User Notice”** has the meaning ascribed thereto in Section 2.01(d) of the Terms of Use to which this Schedule A is attached.

**“Workstation”** means any personal computer or computer terminal on which use of the Software is authorized.

**SCHEDULE "B"**  
**LOCAL SERVER LICENSE AGREEMENT**

**This Local Server End User License Agreement applies to Customers who have purchased  
ABELDent LS, Local+, Freemium or Student Edition**

This End User License Agreement, including the Customer Terms which by this reference is incorporated herein (this "**LS License Agreement**"), is by and between ABELDent and the purchaser identified on the applicable proposal ("**Customer**," "**you**," "**your**" and, such order form, the "**Proposal**"). ABELDent and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

ABELDENT PROVIDES THE SOFTWARE AND/OR SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS LS LICENSE AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY USING THE SOFTWARE AND/OR SERVICES YOU (A) ACCEPT THIS LS LICENSE AGREEMENT AND AGREE THAT CUSTOMER 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 CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS LS LICENSE AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS LS LICENSE AGREEMENT, ABELDENT WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO CUSTOMER AND YOU MUST NOT USE THE SOFTWARE OR DOCUMENTATION.

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

1. **Definitions.** Capitalized words and phrases used in this LS License Agreement have their respective meanings ascribed thereto in Schedule "A" attached to the Customer Terms or elsewhere in the Customer Terms.

2. **License Grant and Scope.** Subject to and conditional on Customer's payment of the License Fees and Customer's strict compliance with all terms and conditions set forth in this LS License Agreement, ABELDent hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited License during the Term to use, solely by and through its Authorized Users, the Software and Documentation, solely as set forth in this section and subject to all conditions and limitations set forth in this LS License Agreement and the Customer Terms. This License grants Customer the right, exercisable solely by and through Customer's Authorized Users, to:

2.1 Download, copy, and install in accordance with the Documentation one (1) copy of the Software on one computer designated as the local data server (the "**Server**") and each computer owned or leased, and controlled by, Customer and that may need access to the data on the Server, for use by the maximum number of concurrent users expressly authorized by ABELDent in the Proposal and for whom Customer has paid the applicable license fee (the "**Concurrent User Maximum**").

2.2 Use and run the Software as properly installed in accordance with this LS License Agreement and the Documentation, solely as set forth in the Documentation and solely for Customer'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 LS License Agreement and use such Documentation solely in support of its licensed use of the Software in accordance herewith. All copies of the Software and Documentation made by Customer:

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

2.4 This Section imposes no limit on the number of computers on which the Software is installed. However, if the Customer uses the Software simultaneously in excess of the Concurrent User Maximum, ABELDent will adjust the subscription fees to account for the additional Users effective from the month excess use occurs.

2.5 **Use Restrictions.** Customer shall not use the Software or the Services for any purposes beyond the scope of the access granted in this LS License Agreement or in contravention of the Authorized Use Policy. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Software, Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software, Services, or Documentation, in whole or in part; (iv) remove any proprietary notices from the Software, Services or Documentation; or (v) use the Software, Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any Applicable Law.

2.6 **Reservation of Rights.** ABELDent reserves all rights not expressly granted to Customer in this LS License Agreement. Except for the limited rights and Licenses expressly granted under this LS License Agreement, nothing in this LS License Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the ABELDent IP.

3. **Intellectual Property Rights.** Customer acknowledges and agrees that the Software and Documentation are provided under License, and not sold, to Customer. Customer does not acquire any ownership interest in the Software or Documentation under this LS License Agreement, or any other rights thereto, other than to use the same in accordance with the License granted and subject to all terms, conditions, and restrictions under this LS License Agreement. ABELDent 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 Customer in this LS License Agreement. Customer shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Customer shall promptly notify ABELDent if Customer becomes aware of any infringement of ABELDent's Intellectual Property Rights in the Software and fully cooperate with ABELDent in any legal action taken by ABELDent to enforce its Intellectual Property Rights.

4. **No Implied Rights.** Except for the limited rights and Licenses expressly granted under this LS License Agreement, nothing in this LS License Agreement grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or license, nor other right, title, or interest in or to the Software or Documentation, and ABELDent's Confidential Information.

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

6. **Aggregated Statistics.** Notwithstanding anything to the contrary in this LS License Agreement, ABELDent may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between ABELDent and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by ABELDent. Customer acknowledges that ABELDent may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that ABELDent may (i) make Aggregated Statistics publicly available in compliance with Applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under Applicable Law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

**SCHEDULE "C"**  
**CLOUD SERVER LICENSE AGREEMENT**

**This Cloud Server License Agreement applies to Customers who have purchased or subscribed to ABELDent Cloud Software**

This Cloud Server License Agreement, including the Customer Terms which by this reference is incorporated herein (this "**CS License Agreement**"), is by and between ABELDent and the purchaser identified on the applicable proposal ("**Customer**," "**you**," "**your**" and, such order form, the "**Proposal**"). ABELDent and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

ABELDENT PROVIDES THE SOFTWARE AND/OR SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS CS LICENSE AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY USING THE SOFTWARE AND/OR SERVICES YOU (A) ACCEPT THIS CS LICENSE AGREEMENT AND AGREE THAT CUSTOMER 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 CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS CS LICENSE AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS CS LICENSE AGREEMENT, ABELDENT WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO CUSTOMER AND YOU MUST NOT USE THE SOFTWARE OR DOCUMENTATION.also

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

1. **Definitions.** Capitalized words and phrases used in this CS License Agreement have their respective meanings ascribed thereto in Schedule "A" attached to the Customer Terms or elsewhere in the Customer Terms.
2. **Access and Use.**
  - 2.1. **Provision of Access.** Subject to and conditioned on Customer's payment of Fees and compliance with all other Customer Terms, ABELDent hereby grants Customer a non-exclusive, non-transferable right to access and use the Software and the Services during the Term, solely for use by Authorized Users in accordance with the Customer Terms and the terms and conditions herein. Such use is limited to Customer's internal use. ABELDent shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Software and/or Services. This Section imposes no limit on the number of computers on which the Software is installed. However, if the Customer uses the Software simultaneously in excess of the Concurrent User Maximum, ABELDent will adjust the subscription fees to account for the additional Users effective from the month excess use occurs.
  - 2.2. **Documentation License.** Subject to the terms and conditions contained in this CS License Agreement, ABELDent hereby grants to Customer a non-exclusive, non-sublicenseable, non-



transferable License to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Software and/or Services.

- 2.3. **Use Restrictions.** Customer shall not use the Software or the Services for any purposes beyond the scope of the access granted in this CS License Agreement or in contravention of the Authorized Use Policy. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Software, Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software, Services, or Documentation, in whole or in part; (iv) remove any proprietary notices from the Software, Services or Documentation; or (v) use the Software, Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any Applicable Law.
- 2.4. **Reservation of Rights.** ABELDent reserves all rights not expressly granted to Customer in this CS License Agreement. Except for the limited rights and Licenses expressly granted under this CS License Agreement, nothing in this CS License Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the ABELDent IP.

### 3. **Hosting Services.**

- 3.1. ABELDent will provide Customer with access to the Software indicated in the Proposal and will provide for the storage and retrieval of Customer Data in connection with use of the Software. Customer is responsible for obtaining access to the Internet using software and hardware that meet the minimum requirements, including security requirements, set forth in ABELDent's published System Requirements document available at <https://abeldent.com/Resources/System-Requirements>. Customer is responsible for ensuring that Customer systems meet or exceed the System Requirements.
- 3.2. **Suspension.** Notwithstanding anything to the contrary in this CS License Agreement, ABELDent may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) ABELDent reasonably determines that (A) there is a threat or attack on any of the ABELDent IP, (B) Customer's or any Authorized User's use of the ABELDent IP disrupts or poses a security risk to the ABELDent IP or to any other customer or vendor of ABELDent, (C) Customer, or any Authorized User, is using the ABELDent IP for fraudulent or illegal activities, (D) subject to Applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (E) ABELDent's provision of the Services to Customer or any Authorized User is prohibited by Applicable Law; (ii) any vendor of ABELDent has suspended or terminated ABELDent's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with the Customer Terms (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). ABELDent shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. ABELDent shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. ABELDent will have no

liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

4. **Access and Security.**

4.1. Customer shall designate user account names and passwords for Authorized Users associated with Customer. ABELDent will deem any communication, data transfer, or use of the Software received under Customer's account names and passwords to be for Customer's benefit and use. Customer agrees to notify ABELDent if account names or passwords are lost, stolen, or being used in an unauthorized manner, and to indemnify ABELDent for any losses, damages or expenses it incurs as a result of any unauthorized use of Customer Account names or passwords. Customer represents and warrants that it has the rights to all Customer Data, including the right to upload Customer Data to ABELDent's servers in connection with its authorized use of the Software or Services.

4.2. Customer will ensure that appropriate software access, feature access, and privacy protections are established in the Authorization Manager component of the Software.

4.3. Customer agrees that the Customer Data and its use do not infringe the rights of any third party and agrees to indemnify and holds ABELDent harmless from any third-party claims of infringement under the same terms and conditions set forth in the Customer Terms for ABELDent's infringement indemnity.

5. **Intellectual Property Rights.** Customer acknowledges and agrees that the Software and Documentation are provided under License, and not sold, to Customer. Customer does not acquire any ownership interest in the Software or Documentation under this CS License Agreement, or any other rights thereto, other than to use the same in accordance with the License granted and subject to all terms, conditions, and restrictions under this CS License Agreement. ABELDent 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 Customer in this CS License Agreement. Customer shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Customer shall promptly notify ABELDent if Customer becomes aware of any infringement of ABELDent's Intellectual Property Rights in the Software and fully cooperate with ABELDent in any legal action taken by ABELDent to enforce its Intellectual Property Rights.

6. **No Implied Rights.** Except for the limited rights and Licenses expressly granted under this CS License Agreement, nothing in this CS License Agreement grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or license, nor other right, title, or interest in or to the Software or Documentation, and ABELDent's Confidential Information.

7. **Aggregated Statistics.** Notwithstanding anything to the contrary in this CS License Agreement, ABELDent may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between ABELDent and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by ABELDent. Customer acknowledges that ABELDent may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that ABELDent may (i) make Aggregated Statistics publicly available in compliance with Applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under Applicable Law; *provided that* such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

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

## SCHEDULE "D"

### AUTHORIZED USE POLICY

This Authorized Use Policy ("AUP") governs your use of the Software and/or Services including Documentation for use pursuant to and subject to the Customer Terms between ABELDent and Customer and the applicable License Agreement.

1. Definitions. Capitalized words and phrases used in this AUP have their respective meanings ascribed thereto in Schedule "A" attached to the Customer Terms or elsewhere in the Customer Terms.
2. Use Restrictions. You shall not, directly or indirectly:
  - (a) use the Software, Services or Documentation except as set forth in the License Agreement;
  - (b) copy the Software, Services 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, Services or Documentation or any part thereof;
  - (d) combine the Software, Services or Documentation 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, Services or Documentation 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, Services 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, Services or Documentation, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Customer, 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, Services or Documentation in violation of any Applicable Law; or
  - (i) use the Software, Services 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 ABELDent'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 beyond the scope of the License granted or as prohibited by this AUP. Customer 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.

## SCHEDULE "E"

### BACKUP SERVICES AGREEMENT

This Backup Services Agreement ("BSA") applies to the provision of all Backup Services provided by ABEL Dental Software Inc. ("ABELDent") to a customer ("Customer") and forms part of the Customer Terms.

1. Definitions. Capitalized words and phrases used in this BSA have their respective meanings ascribed thereto in Schedule "A" attached to the Customer Terms or elsewhere in the Customer Terms.
2. Term. This BSA is effective upon the date listed in the signature section of this BSA and shall remain in force until terminated earlier in accordance with this BSA.
3. Fees. Customer shall pay the monthly fees specified for Backup Services in the Proposal within thirty (30) days of invoice.
4. Services Provided. ABELDent, or an authorized ABELDent representative, shall:
  - a. Configure the Backup Services to backup all Customer Data and other related data as specified by customer and agreed upon by ABELDent in writing through the use of sign-off sheets;
  - b. Coordinate with Customer to initialize, install, and configure the Backup Services at a mutually agreed upon date(s);
  - c. Install, commission, and test the Backup Services to ensure full and correct operation;
  - d. Ensure that the ABELDent Remote Backup & Recovery service and all associated components under the direct control of ABELDent will be available to backup and recover Customer Data that has been defined in all valid backup sets by ABELDent and the Customer;
  - e. Provision, manage and install all service releases and engineering changes (hardware, software or firmware) that it deems necessary to maintain and/or upgrade the Backup Services.
5. Security. All Customer Data is encrypted using AES 256-bit encryption, and all network communications are always secured with randomly generated 256-bit encryption key.
6. Training. ABELDent will provide basic instruction to Customer pertaining to daily backup email monitoring and ensuring that the jobs are completing successfully as scheduled. Customer is responsible to notify ABELDent should any backup fail to perform successfully, or to adjust backup jobs due to software or hardware changes, including computer or server replacement, addition or replacement of disk storage, movement of ABELDent data or databases, reinstallation or configuration of computer programs, or operating system upgrades. Customer shall designate a representative to undertake such training services.
7. Customer Responsibilities. Although the Backup Services is a managed service and ABELDent will be responsible for the availability of the service components, the day-to-day operation of the

Backup Services will, in part, depend on certain key processes and related equipment which are wholly under the Customer's control. Specifically, Customer shall:

- a. Ensure that at least one designated person is available and capable of: (i) working with an ABELDent representative during the installation of the Backup Services; (ii) checking the backup emails and evaluating backup failures as trained by ABELDent or its representatives; (iii) confirm on behalf of the Customer that the Backup Services has been demonstrated to Customer's satisfaction; and (iv) accept delivery of the Backup Services as fully commissioned;
  - b. Provide authorized access to an ABELDent representative to deliver the Services to the Customer site on a pre-arranged installation date(s);
  - c. Provide the necessary power, highspeed Internet connection, network connection, computer hardware, and software environment to support the Backup Services;
  - d. Maintain an email address to be used by ABELDent to notify Customer of daily backup results and maintenance notifications;
  - e. Identify and disclose all third-party applications used and where the data is stored to ensure backups can be configured to backup all critical data. If necessary, the Customer will contact appropriate third-parties to determine the type and location of data. ABELDent will configure the backups and ensure that the data locations are documented in the Backup Services sign off sheet;
  - f. Define appropriate data to be backed up;
  - g. Accept installation of all Service releases and engineering changes (hardware, software or firmware) deemed necessary by ABELDent to maintain and/or upgrade the Backup Services;
  - h. Advise ABELDent prior to relocating or changing the server to be used for Backup Services; and
  - i. Assume responsibility for the installation and configuration of any third-party software.
8. Backup Frequency. Servers and/or Customer Data are backed up on a daily basis Monday – Friday, however retention policies and backup schedules can be customized to Customer's needs. Recovery is to the point of the most recent backup. Customer Data entered after that time is not yet backed up, and is therefore unavailable for recovery. ABELDent retains several previous backup points that will also be available for recovery should customer not wish to recover the most recent backup.
9. Ownership of Data. All Customer Data remains the sole property of Customer.
10. Termination of Backup Services.
- a. Customer may terminate this BSA at any time: (i) upon 60 days' notice in writing; or (ii) on payment of an early termination fee equivalent to two months' of Fees attributed to Backup Services. ABELDent reserves the right to terminate this BSA for any reason.

- b. Upon termination by either party of the License Agreement or this BSA:
  - i. ABELDent will retain all Customer data for a period of sixty (60) days from the effective termination date (the “Retention Period”), during which time Customer may request a final copy of any Customer Data that is hosted or stored on ABELDent servers (the “Final Copy”). ABELDent shall provide the Final Copy to Customer, 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 Customer’s request for same. The Final Copy shall be provided to Customer in a format and type which may, in some cases, only be accessed through the use of the Software, and ABELDent takes no responsibility for transforming or altering the data into any other format. For greater certainty, the Customer shall be responsible for any format conversion of the Final Copy.
  - c. Customer acknowledges that any and all Customer Data is permanently deleted upon expiration of the Retention Period and that such data may be unrecoverable at any time thereafter. Customer agrees and acknowledges that ABELDent has no obligation to retain Customer Data following the expiration of the Retention Period and may delete such Customer Data in accordance with applicable legislation and data retention policies without prior notice.

#### 11. Virtual Server Service

**This Section applies only to Customers subscribing to ABELDent’s Remote Backup with Virtual Server Service.**

In the event of a disaster or server failure making ABELDent software unavailable locally, Customer may request that Customer Data be restored to a virtual server that can be accessed over the Internet. This will allow Customer to access their data while waiting for their server to be repaired or replaced. **In order to minimize Customer’s total downtime this service should be requested only when an extended period of server unavailability is expected.**

When a disaster or server failure is declared, ABELDent will configure a compatible version of ABELDent Software on a standby server, and restore the Customer Data from your most recent backup to that server. This process may take several hours to 2 or 3 days depending on the amount of data, Internet speed and other variables. Where third-party software is required to utilize Customer Data, Customer is responsible for arranging for the software to be installed.

When Customer’s server has been replaced or repaired, a data transfer will be arranged, from the virtual server back to Customer’s server. This transfer is normally expected to take a similar amount of time as was taken when the Customer Data was originally restored. This data transfer will normally be arranged to take place during regular ABELDent business hours. If an evening or weekend transfer is requested by the customer, additional charges may apply.