

Dental Vault Terms of Service

These Dental Vault Terms of Service (the “Terms”) are between Dental Vault LLC, a Texas limited liability company (“Dental Vault” or “we” or “us”), and the Customer identified in the accompanying Order (“Customer” or “you”). If Customer is a business or other legal entity, the person accepting these Terms on behalf of Customer represents that he or she has the authority to bind such entity to these Terms.

If you are a User using the Subscription Service under the Customer’s license, applicable portions of these Terms are also binding upon you individually, including without limitation the Acceptable Use Policy and other restrictions in Section 4 and the terms in Sections 10, 11, and 12. Where applicable, “Customer” and “you” also refer to Users.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THEM BY SIGNING THE ACCOMPANYING ORDER. THESE TERMS GOVERN THE LICENSE AND USE OF THE SUBSCRIPTION SERVICE AND SOFTWARE OFFERED BY DENTAL VAULT AND PROVIDED TO CUSTOMER AND ITS USERS UNDER THE ORDER(S) EXECUTED BY CUSTOMER. BY SIGNING THE ORDER, YOU ARE INDICATING YOUR ACCEPTANCE OF THIS ENTIRE TERMS OF SERVICE CONTRACT, INCLUDING THE BUSINESS ASSOCIATE AGREEMENT ATTACHED AS EXHIBIT A. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY AND WITHOUT MODIFICATION, DO NOT SIGN THE ORDER.

These Terms are effective between Customer and Dental Vault as of the date Customer signs the initial Order and that Order is accepted by Dental Vault (the “Effective Date”). The person signing the Order on behalf of Customer represents that he or she has the authority to bind such entity to these Terms.

RECITALS:

1. Dental Vault licenses certain software programs to customers (the “Software”) that are available to access through the internet, via Dental Vault’s website as a subscription service, together with other content and materials provided by Dental Vault on the Website or otherwise.
2. Customer desires to access the Subscription Service, and Dental Vault desires to provide such access to Customer, subject to the terms and conditions of these Terms.

AGREEMENTS:

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dental Vault and Customer agree as follows:

3. Definitions.
 - a. “BAA” means the Business Associate Agreement attached hereto as Exhibit A.
 - b. “Confidential Information” means Dental Vault’s pricing, Customer Data, either party’s non-public business and technology information, the Software, trade secrets, any written materials marked as confidential and any other information which reasonably should be understood to be confidential. Confidential Information excludes information that the receiving party can document (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party’s possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with open records acts or other freedom of information laws or regulations, provided that it gives the disclosing party, if legally permissible, reasonable prior notice and an opportunity to respond or object to the disclosure.
 - c. “Customer Data” means all electronic data, content, and information input by Customer and Users into the Subscription Service, including any Personal Information of individuals. Customer Data does not include any Feedback.
 - d. “De-identified Data” has the meaning set forth in Section 7(a).
 - e. “Dental Vault Materials” means the Subscription Service, Software, documentation, the Website and its contents (including all content generated by the Subscription Service, except for Personal Information provided by Customer and its Users), Dental Vault’s trademarks and service marks, custom developments, Modifications, training materials, other written or electronic documents and materials produced by Dental Vault that relate to the Subscription Service, and all intellectual property rights in the foregoing.
 - f. “Feedback” means any suggestions, enhancement requests, complaints, or other feedback from Customer or Users relating to the Subscription Service, other Dental Vault Materials, or Dental Vault’s Services.
 - g. “Location(s)” refers to specific offices of Customer that are licensed to use the Subscription Service, as listed in Customer’s Order(s).
 - h. “Modifications” means updates, upgrades, patches, improvements, enhancements, bug fixes, additional features, and other modifications to the Subscription Service or other Dental Vault Materials.
 - i. “Order(s)” means the customer order and agreement between the parties, and/or any other mutually agreed electronic or written documents for placing orders in connection with these Terms. Orders may be for Customer’s and its Users’ initial access to the Subscription Service, for adding additional Locations to Customer’s license, or for any other products or Services of Dental Vault. Orders are subject to acceptance by Dental Vault. Orders are incorporated into these Terms by reference, except as provided in Section 21(a).

- j. **"Cancellation Policy"** means Dental Vault's policies relating to its subscription plans, billing, cancellation, and refunds, as set forth at <https://getdentalvault.com/cancelpolicy.php>.
 - k. **"Privacy Policy"** means the Dental Vault Privacy Policy posted on the Website, which is incorporated into these Terms by reference. The Privacy Policy may be accessed at this link: <https://getdentalvault.com/privacypolicy>. The Privacy Policy may be modified and updated by Dental Vault from time to time, and the then-current Privacy Policy will apply from and after the time it is posted on the Website.
 - l. **"Services"** means technical support, Software maintenance, and other services offered by Dental Vault to Customer as part of or in connection with the Subscription Service, including consulting or other professional services for which Dental Vault may charge a separate fee.
 - m. **"Software"** means the software program(s) that Dental Vault makes available to Customer as part of the Subscription Service. "Software" also includes any downloadable software provided by Dental Vault as part of the Subscription Service and any Modifications to the foregoing software. Software will be provided to Customer only through online access as part of the Subscription Service.
 - n. **"Subscription Service"** means the subscription service specified in an Order, providing online access to hosted Software and any related products and Services offered by Dental Vault that are made available online to Customer, including any associated offline components. The Subscription Service will be hosted either on Dental Vault servers or the servers of a third party that in the business of hosting web-based or cloud-based software applications. "Subscription Service" excludes any third-party software or applications that are owned by entities or individuals other than Dental Vault and that may interoperate with the Subscription Service or Software, including but not limited to those listed or provided on the Website or together with the Subscription Service.
 - o. **"Term"** means the Initial Term of these Terms together with any and all Renewal Terms, as those terms are defined in Section 9(a).
 - p. **"Third Party Software"** means software owned by third parties and licensed to Dental Vault for customers to use in connection with the Subscription Service, including open-source software.
 - q. **"User(s)"** means employees, independent contractors, staff, and other individual persons that Customer authorizes to use the Subscription Service solely for Customer's own internal business purposes.
 - r. **"Website"** means the Dental Vault website where Customer and its Users access the Subscription Service, and/or other web pages designated by Dental Vault where resources and Services related to the Subscription Service are provided by Dental Vault (excluding third party websites).
4. **License.** Dental Vault grants Customer a non-exclusive, non-transferable right and license during the Term of these Terms to access and use the Subscription Service for each authorized Location. The Subscription Service is subject to the following license terms and limitations:
- a. **Use of Subscription Service.** Use of the Subscription Service and Software is limited to Customer's own internal business purposes related to off-site HIPAA cloud backup solutions for the recovery of Customer's own data in the event of cyber-attacks, hardware failure, and/or catastrophic events at the authorized Locations. Customer is granted the right to authorize User(s) to access and use the Subscription Service, for the sole benefit of Customer's business. Customer and Users are authorized to use the Software only as part of the Subscription Service, except as otherwise specifically set forth in these Terms or in the terms of use for a particular Software product.
 - b. **Acceptable Use Policy.** Customer and its Users may not use the Subscription Service or other Dental Vault Materials in any of the following ways (the "Acceptable Use Policy"):
 - i. in any way that violates these Terms or is prohibited by law, regulation, or governmental order;
 - ii. distributing any viruses or other malicious code, spam, or any other materials or instructions that may cause harm or injury to anyone;
 - iii. violating the rights of others, including violating any person's right of privacy or any copyright, trademark, or other intellectual property rights;
 - iv. reverse engineering, disassembling, decompiling, or otherwise attempting to derive source code, trade secrets, algorithms, programming methods, or Confidential Information from the Software or Subscription Service;
 - v. modifying or creating derivative works of the Subscription Service or any other Dental Vault Materials or using them in order to build a competitive product or service, or copying any features, functions, or graphics of the Subscription Service, Software, or Website;
 - vi. removing, altering, or obfuscating any copyright notices or other proprietary rights notices placed or embedded by Dental Vault on or in any Dental Vault Materials;
 - vii. uploading any libelous or unlawful material;
 - viii. trying to gain unauthorized access to or disrupt any service, device, data, account, or network;
 - ix. in a way that could harm the Subscription Service, including any way which could damage, disable, overburden, or impair the Subscription Service or interfere with anyone's use of the Subscription Service;
 - x. obtaining or attempting to obtain any materials or information by circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining;
 - xi. using any bots, spiders, page-scraping, or other automated or manual processes or methods to copy or monitor the Subscription Service or any of its contents;
 - xii. making an unauthorized transfer to your Subscription Service account or allowing others unauthorized access to the Subscription Service through your account;
 - xiii. marketing or promoting any product or service that is not available through Dental Vault; or
 - xiv. assisting or encouraging anyone to do any of the above.

Violation of this Acceptable Use Policy may result in suspension or termination of the Subscription Service for the responsible User and/or Customer.

- c. **Geographic Scope of License.** Customer's use of the Subscription Service is limited to the United States, and Customer and its Users will not input or allow to be added any Personal Information of non-U.S. residents into the Subscription Service, unless and until otherwise expressly agreed in writing by Dental Vault. Customer acknowledges that use of the Subscription Service for any business operations outside of the U.S. requires additional due diligence to ensure that the parties are able to comply with data security, privacy, and other applicable laws and regulations.
 - d. **Modifications.** Customer and Users may not modify the Subscription Service or other Dental Vault Materials in any way, other than adding, modifying, and deleting its own Customer Data. Customer acknowledges and agrees that Dental Vault may make Modifications to the Subscription Service and other Dental Vault Materials from time to time, in Dental Vault's sole discretion. Dental Vault reserves the right, in its sole discretion, to make unscheduled deployments of Modifications at any time and may add or remove functionalities or features and may suspend the Subscription Service while updating it.
 - e. **Customer's Obligations Relating to Data.** Customer has the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of or right to use all Customer Data. Customer agrees that it is solely responsible for the nature, quality, and accuracy of all Customer Data. Customer will promptly handle and resolve any notices and claims relating to the Customer Data, including any notices sent by any person claiming that any Customer Data violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices. Customer hereby grants Dental Vault and its contractors the right, to use, modify, adapt, reproduce, distribute, display, and disclose Customer Data posted on the Subscription Service solely to the extent necessary to provide the Subscription Service and other Services or as otherwise permitted by these Terms.
 - f. **Users.** Each User will be required to accept these Terms prior to accessing the Subscription Service. Customer is responsible for ensuring that its Users comply with these Terms. However, Dental Vault's representations, warranties and commitments set forth in these Terms are made only to Customer, not to its Users.
 - g. **Open Source and Third-Party Software.** The parties acknowledge that the Software contains open-source code and other Third-Party Software components. Open-source components are subject to the applicable third-party license terms, which are available upon request. Other Third-Party Software that is embedded in the Software or provided by Dental Vault as an integrated part of the Subscription Service is sublicensed by Dental Vault to Customer pursuant to these Terms, as applicable, unless Dental Vault provides a separate third party license(s) for such Third Party Software to Customer. Third Party Software is licensed only for use in connection with the Software, unless otherwise permitted under an open-source license.
5. **Subscription Service.**
- a. **Accompanying Order.** Unless otherwise provided for in these Terms, the specific details of the Subscription Service, which may include, but are not necessarily limited to, length of Initial Term, cloud data storage allocation, cloud failover server access, and on-premises backup, shall be provided for in the accompanying Order, which is integrated herein for all purposes.
 - b. **Third-Party Software Backup.** Customer shall notify Dental Vault at least forty-eight (48) hours in advance prior to installing any new third-party software subsequent to initial backup of Customer Data that Customer desires to be included. In the event Customer installs third-party software subsequent to initial backup of Customer Data without notifying Dental Vault, then Dental Vault is not obligated to backup such third-party software until fourteen (14) days after being notified by Customer of the prior installation.
 - c. **Performance.** Delays in uploading or syncing Customer Data may occasionally occur as a result of Customer equipment, internet connection, Dental Vault or its third-party providers maintaining the performance and integrity of the Subscription Service, or other factors relating to the maintenance of the Subscription Service. Customer acknowledges and understands that such occasional delays are unavoidable and will be kept to a minimum insofar as Dental Vault is able to do so in accordance with these Terms.
6. **Other Services.**
- a. **Technical Support and Maintenance.** Dental Vault will provide Customer with reasonable telephone-based and web-based technical support and maintenance Services to assist Customer in utilizing the Subscription Service. Customer will also have email access to the Dental Vault technical support division via support@getdentalvault.com. Dental Vault technicians will use reasonable, good faith efforts to resolve Customer's problems. Dental Vault will respond to support telephone calls or e-mail contacts based on: (a) the order that such calls or e-mail are received; and (b) the relative importance of such calls or e-mail as reasonably determined by Dental Vault. Dental Vault may unilaterally update its support and maintenance policies from time to time.
 - b. **Professional Services.** Upon Customer's request and subject to a separate written Order or statement of work ("SOW") between the parties, Customer may purchase training, consulting services, or other professional Services if offered by Dental Vault. All such Services, if offered by Dental Vault, are subject to the terms and conditions set forth in such Order or SOW as well as these Terms, to the extent not conflicting with such Order or SOW.
7. **Ownership.**
- a. **Dental Vault Ownership.** As between the parties, Dental Vault owns and retains all right, title, and interest in and to the Subscription Service and all other Dental Vault Materials. Dental Vault also owns all right, title and, interest in and to Feedback, Usage Data, and De-identified Data as set forth in Section 11(f). Portions of Dental Vault's software and other materials may be licensed to it by third parties. Third Party Software is owned by the applicable copyright holders. The Subscription Service and all other Dental Vault Materials may be used by Customer and Users only for the purposes described in these Terms. Any rights not

expressly granted herein are reserved by Dental Vault. Neither these Terms nor any other agreement between the parties changes ownership of any pre-existing software or other materials.

- b. **Customer Ownership of its Data.** As between the parties, Customer owns and shall retain all right, title, and interest in and to all Customer Data. Customer Data does not include Feedback, Usage Data, or De-identified Data.
- c. **Feedback.** Dental Vault shall own all rights and title to Feedback, and may incorporate it into any of its software, products, and services. Dental Vault shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Customer in the performance of these Terms, regardless of whether it is based on or incorporates any Feedback, subject to the licenses granted herein to Customer.
- d. **Usage Data.** The Subscription Service tracks metadata and other usage data related to Customer and User use of the Subscription Service ("**Usage Data**") and shares such data with Dental Vault. Dental Vault shall own such Usage Data, other than the Personal Information incorporated therein. Dental Vault shall have the perpetual right to collect, aggregate, use, distribute and sell such Usage Data for any legal purpose, including without limitation for the purposes of providing services and improving the Subscription Service and Dental Vault's products and services generally. Dental Vault may retain and use Usage Data permanently. To the extent such Usage Data contains any individually identifiable data or Personal Information, Dental Vault shall not sell or otherwise provide such Usage Data to any third party unless the data been anonymized (e.g., no name or address attached to the particular data) and/or aggregated with other users' data, so that it is not identifiable as to any particular person. Notwithstanding the foregoing, Dental Vault may share Usage Data in its original form as necessary or appropriate to provide services to Customer (for example, using a third party to process payments) or to comply with legal obligations.

8. **Fees and Payment Terms.**

- a. **Fees.** Access to the Subscription Service for Customer and its Users is subject to timely payment of the fees specified in the applicable Order (the "**Fees**"). Standard support and maintenance services for the Subscription Service, as described in Section 6(a), are included as part of such Fees at no additional charge.
- b. **Payment Terms.**
 - i. The Cancellation Policy terms set forth at <https://getdentalvault.com/cancelpolicy.php> apply to these Terms, unless otherwise agreed in writing by the parties.
 - ii. Payments for all accounts are required to be registered to pay via credit or debit card. Unless otherwise specified in the applicable Order, payments are due in advance, at the beginning of each period of your annual or monthly subscription term. You must be authorized to use the payment method that you enter when you create a billing account. You authorize us to charge you for the Subscription Service, and any other products or services ordered by you, using your payment method and for any paid feature of the Subscription Service that you choose to sign up for or use while these Terms are in force, including all recurring fees. Also, we may charge you up to the amount you've approved, and we will notify you in advance of the difference for recurring Fees. We may bill you simultaneously for more than one of your prior billing periods.
 - iii. You must keep all information in your billing account current. You can access and modify your billing account information within the Subscription Service. You may change your credit/debit card and contact information at any time. If either your original or your new card does not work or has insufficient funds, we may cancel the Subscription Service; however, you are still responsible and liable to Dental Vault for the full contracted payment amounts. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.
 - iv. By submitting your credit/debit card data to Dental Vault, you authorize Dental Vault to submit a financial transaction(s) to your issuing bank for settlement. You agree to contact Dental Vault in the event that you desire to cancel any recurring charge no less than thirty (30) days prior to the next billing cycle, provided that you may only cancel payments at the end of your contract term (annual or monthly). Should you fail to contact Dental Vault in the proper manner and at the appropriate time, you agree to indemnify and hold Dental Vault harmless from any losses or damages that you suffer as a result of a recurring charge. If you think that there is an error on your account, including an incorrect amount or unauthorized transaction, you agree to contact Dental Vault prior to the next billing cycle. Upon proper notification, Dental Vault, in its sole discretion, may issue a credit to your bank card.
- c. **Changes to Fees.** We will notify you in advance, either through the Subscription Service or to the email address you have most recently provided to us, if we change the Fees for the Subscription Service. If the Order specifies a specific length of time and Fees for the Subscription Service, that price will remain in force for that period of time. After the Initial Term ends, if your account is renewed, your Subscription Service Fees will be charged at our then-current rates. If your Subscription Service account is on a periodic basis (for example, monthly) with no other specific term commitment, we will notify you of any change in the Fees at least thirty (30) days in advance. If you do not agree to these changes, you must cancel and stop using the Subscription Service by notification to Dental Vault at the contact information set forth in these Terms (with cancellation confirmation from a Dental Vault representative) no later than thirty (30) days prior to the conclusion of your current payment term, whether monthly, yearly, or otherwise. If you cancel, your Subscription Service license ends at the end of your current service period or, if we bill your account on a period basis, at the end of the period in which you canceled.
- d. **Taxes and Other Charges.** The Fees do not include taxes or third-party charges, such as data transmission charges and Internet access. Customer is responsible for all such charges and for all taxes and duties, other than taxes on Dental Vault's net income. If Customer is a tax-exempt entity, Customer shall provide a tax-exemption certificate to Dental Vault at the time the Order is made by Customer.
- e. **Past Due Amounts.** If any amounts owed by Customer are not paid on the due date, Dental Vault may, without limiting its other rights and remedies, (i) charge interest at the rate of 1% per month or the highest rate permitted by law, whichever is less, on the

past due amounts (“Default Interest Rate”); (ii) terminate these Terms under Section 9(b) and accelerate Customer’s unpaid fee obligations so that all such obligations become immediately due and payable; and/or (iii) suspend Customer’s and its Users’ access to the Subscription Service and turn off all shared links until all outstanding amounts due are paid in full and have been processed by Dental Vault. If payment in full is not made within ninety (90) days, Customer and its User accounts will be deactivated, and all Customer Data will no longer be retrievable from the Subscription Service. Customer shall also be liable for all costs of collection, including reasonable attorney’s fees, whether or not a suit is instituted. Customer is responsible for settling all outstanding balances in a timely manner and for maintaining updated billing information.

- f. Integrated Plan Additional Policies & Cancellation. If you purchase the Subscription Service from a reseller or another third party, then you acknowledge and agree that such third party is responsible for keeping your account payments current and any failure to do so may result in cancellation of your access to the Subscription Service. You acknowledge and agree that such third party has the authority and ability to cancel your access to the Subscription Service.
 - g. Free Trials. If you are participating in any free offer or trial period, Dental Vault will make the Subscription Service available to you free of charge until the end of the free trial period for which you have registered. You must cancel the Subscription Service before the end of the trial period to avoid incurring new charges. If we have told you the Subscription Service will convert to a paid subscription at the end of the trial or free period and you do not cancel your subscription, you authorize us to charge your payment method for the Subscription Service. Unless your free trial account is converted to a paid subscription, any Customer Data you input into the Subscription Service will be deleted at the end of the trial period. DURING THE FREE TRIAL PERIOD THE SUBSCRIPTION SERVICE IS PROVIDED “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND.
 - h. Other. All amounts paid under these Terms are payable in U.S. dollars. All Orders are final, and all payments are non-refundable other than as expressly set forth in these Terms.
9. Term; Termination or Suspension.
- a. Term and Renewal. These Terms will commence on the Effective Date and will continue for the initial term specified in the applicable Order (the “Initial Term”). At the end of the Initial Term, these Terms will automatically renew for additional renewal terms (each a “Renewal Term”) at Dental Vault’s then-current rates or as otherwise agreed in writing by the parties, unless either party terminates or cancels these Terms by providing thirty (30) days prior written notice to the other party. The length of each Renewal Term depends upon Customer’s subscription plan and term and is set forth in the Cancellation Policy unless otherwise specified in an Order.
 - b. Termination or Suspension for Cause. Either party will have the right to terminate these Terms and Customer’s account for cause at any time, upon written notice, in the event of (i) any material breach of these Terms by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach, or (ii) the other party’s dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs. Additionally, Dental Vault may temporarily suspend Customer’s and its Users’ access to the Subscription Service for any actual or suspected breach of these Terms until the breach is resolved or termination occurs as well as for system updates and maintenance. **You acknowledge that if your access to the Subscription Service is suspended or terminated, you may no longer have access to the Customer Data that is stored in the Subscription Service.**
 - c. Termination for Account Inactivity. Additionally, if your account is not currently subject to a prepaid subscription plan, Dental Vault in its discretion may terminate your account if: (i) you do not engage in any activity in your account within thirty (30) days after becoming a registered Customer or User, or (ii) you do not engage in any activity in your account for any period of one hundred twenty (120) days. In the event of such termination, any Customer Data you may have stored in the Subscription Service will be deleted.
 - d. Termination for not Meeting Minimum Requirements. Dental Vault retains the unilateral right, in its sole determination and discretion, to terminate these Terms in the event that Customer is unable or unwilling to meet the minimum requirements necessary to access and use the Subscription Service, which may include bandwidth, CPU, RAM, disk space, operating system, and software requirements (“Minimum Requirements”). Current Minimum Requirements to access and use the Subscription Service can be found at <https://getdentalvault.com/minimumreqs>. Minimum Requirements may be updated from time to time without notice. In the event Dental Vault terminates these Terms pursuant to this Section 9(d), Customer will receive a refund of any applicable Fees already paid to Dental Vault.
 - e. Effect of Termination. Upon final termination of these Terms, Customer will promptly pay all outstanding amounts owed to Dental Vault. Each party will promptly return to the other party all Confidential Information of the other party and delete any copies of such information or materials from its systems and files. Upon termination by Dental Vault, for reasons other than cause, or at your direction, you may request access to your Customer Data on the system, which we will make available for an additional fee. You must make such request with thirty (30) days following termination. Otherwise, **any Customer Data you have stored with the Subscription Service may not be retrievable**, and Dental Vault will have no obligation to maintain any data stored in your account. Notwithstanding the foregoing, Sections 3, 7, 8, 9, 10, 11, 14, 15, 18, 19, and 20 will survive termination of these Terms.
10. Confidential Information. The party receiving any Confidential Information shall not (i) disclose such Confidential Information to any person other than employees and independent contractors who have a need to know such information and who are obligated to keep such information confidential or (ii) use such Confidential Information for any purpose, except as expressly permitted by these Terms. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of these Terms.
11. Privacy and Security Relating to PHI and Personal Information.
- a. Reasonable Safeguards. Dental Vault agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, including personal health information

("PHI") and other personal information and data of Users, Customer's patients, and other individuals ("Personal Information"). Dental Vault will not disclose or use PHI or Personal Information except (i) as set forth in these Terms, the Privacy Policy, or the BAA; (ii) as compelled by law; (iii) as expressly permitted or instructed by Customer; or (iv) as reasonably necessary in order to provide the Subscription Service and other Services.

- b. **Business Associate Agreement.** With respect to the PHI of Customer's patients that is input by Customer or its Users into the Subscription Service, or that Dental Vault otherwise has access to in connection with these Terms, the parties hereby agree to the terms of the BAA attached hereto as Exhibit A. In the event of a conflict between the BAA, these Terms or the Privacy Policy, the BAA will control with respect to PHI.
 - c. **Privacy Policy.** The Personal Information that Dental Vault obtains through Customer's or Users' use of the Subscription Service, Software, Services, or any portion of the Website, whether through the registration process or otherwise, is governed by the Privacy Policy. The Privacy Policy sets forth Dental Vault's policies and practices for collecting, using, maintaining, protecting, and disclosing Personal Information. If a User does not agree with the Privacy Policy, the User may not use the Subscription Service, Software, Services, or Website. Customer and Users also consent to Dental Vault's communications and services as set forth in Section 12 below.
 - d. **Processing in the U.S.** The servers that host Dental Vault's Subscription Service, Software, and Website are based in the United States of America and all content, information, and Personal Information provided through the Website will be received, processed, and stored in the United States of America. Subject to compliance with any applicable privacy or other laws and regulations, Dental Vault reserves the right to store and process Customer Data (including Personal Information) outside of the United States, subject to thirty (30) days' prior notice of any such change in the processing location.
 - e. **Rights of Data Subjects.** Dental Vault will comply with Customer requests with respect to Personal Information under the Privacy Policy and applicable laws and regulations. Requests relating to PHI will be handled in accordance with the BAA.
 - f. **De-identified Data; Use for Analyses.** Unless otherwise prohibited by applicable law, Dental Vault may de-identify PHI or Personal Information in accordance with the provisions of applicable law and use and disclose such De-identified Data for any legal purpose. Dental Vault owns all right, title, and interest in and to De-identified Data. Dental Vault may also use PHI or Personal Information in order to prepare analyses and reports, such as activity or quality-metrics reports, or any other reports the Subscription Service makes available, in order to render these reports to you. Preparation of such analyses and reports may include the use of data aggregation services relating to your treatment and health care operations, which Dental Vault may perform using PHI and Personal Information. Such reporting will be done in a manner that does not make any disclosure of PHI or Personal Information that are prohibited by law.
 - g. **Data Breach Notification.** In the event of any breach of the security or confidentiality of Customer Data, Dental Vault will promptly inform Customer of the breach. Dental Vault and Customer will promptly coordinate regarding informing any affected Users or patients of the breach as required under applicable law.
 - h. **Customer's and Users' Security Obligations.** Customer and its Users must keep their accounts and passwords confidential and not authorize any third party to access or use the Subscription Service on their behalf unless Dental Vault provides an approved mechanism for such use. Customer and its Users must contact Dental Vault immediately if they suspect misuse of their account or any security breach in the Subscription Service. We provide functions that allow you to control who may access your Customer Data. If you enable the features that allow you to share your Customer Data with others, anyone you've shared content with (including the general public, in certain circumstances) may have access to your data. Customer shall maintain appropriate security and protection of the Customer Data through Customer's system, which may include use of additional encryption technology to protect the Customer Data from unauthorized access, and Dental Vault shall not be liable for any breach or loss of Customer Data occurring via the Customer's system, which may include, but is not limited to, ransomware attacks. You must immediately notify Dental Vault in writing of any unauthorized use of any Customer Data, any account, or the Subscription Service that comes to your attention, and cooperate with and assist Dental Vault with respect to any such unauthorized use as Dental Vault may reasonably request. Dental Vault shall have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Customer Data. Customer and Users are responsible for all activities that take place with their Subscription Service accounts. **Dental Vault shall not be liable for any loss or damage arising from any unauthorized access to or use of Customer's account.**
 - i. **User Accounts.** If you are a User whose Subscription Service account was provided by your employer or another organization, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store content in your account. If you have individually registered to use the Subscription Service and the domain of the primary email address associated with your account is owned by an organization and was assigned to you as an employee, contractor, or member of such organization, and that organization wishes to establish a commercial relationship with us and add your account to such relationship, then, if you do not change the email address associated with your account, your account may become subject to the commercial relationship between Dental Vault and such organization and will be controlled by such organization.
12. **Consent to Communications and Services.**
- a. **Communications from Dental Vault.** By registering with Dental Vault, you understand that Dental Vault may send you communications or data regarding the Subscription Service and other Services, including but not limited to (i) notices about your use of the Subscription Service, including any notices concerning violations of use; (ii) updates and Modifications to the Subscription Service; and (iii) promotional information and materials regarding Dental Vault's products and services, via email. Dental Vault will give you the opportunity to opt-out of receiving electronic mail from us by following the opt-out instructions provided in the applicable communications.

- b. Remote Log-in Services. In connection with the provision of technical support, training, and other Services, you agree that Dental Vault may remotely log in to your computers, devices, and systems for purposes of providing the support, training or other Services, including, without limitation, technical trouble shooting, answering questions, benchmarking and providing training to you or your personnel. Remote login may be conducted through the use of third-party entities. You further agree that Dental Vault may also remotely log in at any time as necessary or appropriate to maintain our Services.
 - c. Log-off of Inactive Accounts; Spam Policies. Dental Vault reserves the right to log off accounts that are inactive for an extended period of time. In addition, Dental Vault may quarantine suspect messages. Dental Vault also may modify any domain and user settings with or without notice, including without limitation, altering settings so that spam or bulk email is denied, rather than being quarantined, to avoid space capacity issues which jeopardize the technical or economic viability of the Subscription Service, or the system used to implement the Subscription Service.
 - d. Access to Your System. You agree to keep your computers powered on during the Subscription Service runtimes that you specify. You must add Dental Vault or its third-party affiliate to the “allowed” list of programs and ensure that your firewall and anti-virus software programs do not block us. Additionally, your practice management software must always be accessible by Dental Vault. It is your responsibility to contact Dental Vault if you are upgrading or changing your computer systems.
 - e. Access to Third-Party Services. The Subscription Service may require you to give Dental Vault access to or require you to provide login information and password information for accounts or services you may have with third-party providers that link to the Subscription Service. When you provide this information to Dental Vault or give Dental Vault access to these third-party accounts, you agree that you have read all contracts and written agreements governing such access, login information, and passwords and that you have all the necessary contractual and legal rights to give Dental Vault such access, login information, and passwords.
 - f. Recording of Service Calls. Dental Vault may record calls between you and our agents regarding the Subscription Service (“Service Calls”) and in connection with the Subscription Service, incoming calls, on your behalf as a Service, from, among others, your prospective clients (the “Inbound Calls” and, collectively with Service Calls, “Call Recording”). You consent to Call Recording and acknowledge you are responsible for notifying your employees and agents who may be recorded in a Service Call or Inbound Call (the “Recorded Persons”) and complying with all applicable laws, rules, and regulations regarding Call Recording and privacy. It is your sole responsibility to provide and/or obtain, and you covenant that you will provide and/or obtain, all notices and permissions relating to Recorded Persons as may be required by applicable laws and regulations. You acknowledge and agree that if you collect information from Recorded Persons that may be subject to a privilege (including, but not limited to, attorney-client or doctor-patient privilege), you assume the full risk of using a third-party provider for Call Recording, including any preclusion of the application of such privilege with respect to information exchanged during the Call Recording with the Recorded Persons.
13. Customer’s Warranties. Customer represents and warrants to Dental Vault that:
- a. Customer has full power and authority to enter into these Terms and make the agreements specified herein;
 - b. Except as expressly set forth in these Terms, Customer shall not have any right or authority to (i) make any representations or warranties on Dental Vault’s behalf, except as expressly approved in writing by Dental Vault; (ii) assume or create any obligations or responsibilities, express or implied, on behalf of Dental Vault; or (3) bind Dental Vault in any way. Dental Vault shall not be liable for any unauthorized representations or warranties made by Customer;
 - c. Customer Data will not violate any person’s right of privacy or any copyright, trademark, or other intellectual property rights, and Customer will not transmit any such materials to Dental Vault;
 - d. Customer has all the rights in the Customer Data necessary for Customer to use the Subscription Service and to grant the rights in these Terms; and
 - e. The storage, use or transmission of Customer Data pursuant to these Terms does not violate any laws or regulations or these Terms.
14. No Warranties; Disclaimers and Limitations of Liability.
- a. DISCLAIMER OF WARRANTIES. THE SUBSCRIPTION SERVICE, DENTAL VAULT MATERIALS, AND OTHER PRODUCTS AND SERVICES OF DENTAL VAULT ARE PROVIDED “AS IS” AND “AS AVAILABLE”. EXCEPT AS EXPLICITLY SET FORTH IN THESE TERMS, DENTAL VAULT IS NOT PROVIDING ANY WARRANTIES OR REPRESENTATIONS REGARDING THE SUBSCRIPTION SERVICE OR OTHER PRODUCTS OR SERVICES OF DENTAL VAULT, AND DENTAL VAULT AND ITS LICENSORS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO DENTAL VAULT’S PRODUCTS AND SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, WHETHER SUCH CLAIMS ARISE BY LAW, BY REASON OF CUSTOM OR USAGE OF TRADE, OR BY COURSE OF DEALING. DENTAL VAULT AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE, OR OTHER DEFECT IN THE SUBSCRIPTION SERVICE, OR FOR ANY OTHER PROBLEMS EXPERIENCED BY CUSTOMER DUE TO CAUSES BEYOND THE CONTROL OF DENTAL VAULT.
 - b. AGREEMENTS WITH PATIENTS AND OTHERS. DENTAL VAULT EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SEPARATE AGREEMENTS YOU MAY HAVE WITH YOUR PATIENTS, EMPLOYER, CONSUMERS OR WEBSITE USERS. YOU WILL BE SOLELY RESPONSIBLE FOR THE PRODUCTS AND SERVICES THAT YOU PROVIDE.
 - c. Third Party Software, Websites and Services. Dental Vault is not liable for any damages or claims arising out of or related to Third Party Software. Open-source copyright holders have no liability to Customer for any reason. If you decide to access or use any third-party websites or services linked to the Subscription Service or our Website, you do this entirely at your own risk. Dental Vault is not responsible or liable for any third-party websites, content, or services.

- d. COMPLIANCE WITH LAWS. DENTAL VAULT OFFERS NO ASSURANCE THAT YOUR USE OF THE SUBSCRIPTION SERVICE UNDER THESE TERMS WILL NOT VIOLATE ANY LAW OR REGULATION APPLICABLE TO YOU. DENTAL VAULT AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTIES THAT THE SUBSCRIPTION SERVICE, ITS CONTENTS, OR ANY OTHER DENTAL VAULT MATERIALS ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS. IF YOU USE THE SUBSCRIPTION SERVICE OR OTHER DENTAL VAULT MATERIALS OUTSIDE THE UNITED STATES OF AMERICA, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING WITH RESPECT TO EXPORT AND IMPORT, DATA PRIVACY, AND SECURITY.
 - e. NO PROFESSIONAL ADVICE. YOU ACKNOWLEDGE AND AGREE THAT ANY DATA, INFORMATION, CONTENT, OR MATERIALS CONTAINED IN OR MADE AVAILABLE IN CONNECTION WITH THE SUBSCRIPTION SERVICE ARE NOT INTENDED AS A SUBSTITUTE FOR THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF TAX, LEGAL, OR OTHER PROFESSIONALS. THE SUBSCRIPTION SERVICE DOES NOT PROVIDE TAX OR LEGAL ADVICE, AND YOU ARE SOLELY RESPONSIBLE FOR OBTAINING SUCH ADVICE.
 - f. Consumer Protections. In the event that the jurisdiction where the Subscription Service and other Dental Vault products or Services are received or used by you does not allow the exclusion of implied warranties or the limitation of liability for damages as set forth in this Section, Dental Vault's liability will be limited to the greatest extent permitted by the applicable law in that jurisdiction.
 - g. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL DENTAL VAULT, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, UNFORESEEABLE, SPECIAL, PUNITIVE, COVER, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE, OR CONTENT); (II) COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES; (III) ANY LOSS OF DATA OR OTHER CONTENT RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES, SECURITY BREACHES TO, SERVICE INTERRUPTIONS TO, OR ERRORS OR OMISSIONS RESPECTING THE SUBSCRIPTION SERVICE OR DENTAL VAULT'S OPERATIONS. THIS LIMITATION APPLIES TO DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHERWISE EVEN IF DENTAL VAULT HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF DENTAL VAULT AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SUBSCRIPTION SERVICE AND THESE TERMS WILL BE LIMITED TO THE GREATER OF AN AMOUNT EQUAL THREE MONTHS OF YOUR FEES FOR THE SUBSCRIPTION SERVICE OR FIVE DOLLARS (\$5.00).
 - h. GENERAL. THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION 14 APPLY EVEN IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.
- 15. Indemnification. To the extent permitted by law, you will indemnify, defend, and hold harmless Dental Vault, including its affiliates, officers, directors, agents, employees, contractors, licensors, and other business partners, from and against any claim, demand, judgment, liability, cost, expense (including attorney fees and costs), loss, damage, or other liability arising from any third-party demand or claim arising out of your breach or alleged breach of these Terms, any of the Customer Data uploaded or provided by you, the products and services that you or your company or organization provide, or your violation of any applicable law, rule, or regulation.
 - 16. Publicity. Any press releases or other public statement regarding these Terms may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and Dental Vault is permitted to include Customer's name on customer lists that may be posted on Dental Vault's website or provided to potential customers and other third parties.
 - 17. Assignment. You may not assign or transfer these Terms, your Subscription Service account, or any of your rights or duties hereunder to any third party without prior written consent of Dental Vault, which may not be unreasonably withheld. We may assign, transfer, or otherwise dispose our rights and obligations under these Terms, in whole or in part, at any time without notice.
 - 18. Copyright Claims and Take-Down Policy. Dental Vault does not tolerate content that appears to infringe any copyright or other intellectual property rights or otherwise violates these Terms and will respond to notices of alleged copyright infringement that comply with the law and are properly provided to us. We reserve the right to delete or disable any Customer Data or content that is alleged to infringe or otherwise violate these Terms and to terminate repeat offenders. For notice of alleged copyright infringement, please contact us at the email and/or street address set forth at the end of these Terms for legal notices. Federal law requires your copyright infringement notice to include the following information: (i) identification of the copyrighted work that you claim has been infringed; (ii) identification of the material, including URL, that you claim is infringing, with enough detail so that we may locate it; (iii) your address, telephone number, and e-mail address; (iv) a statement declaring under penalty of perjury that (A) you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (B) the above information in your notice is accurate, and (C) you are the owner of the copyright interest involved or you are authorized to act on behalf of that owner; and (v) your physical or electronic signature.
 - 19. Choice of Law and Jurisdiction. These Terms shall be construed in accordance with the laws of the State of Texas. Should any Dispute arise concerning these Terms and/or Dental Vault's products or services, any judicial proceeding to resolve the Dispute shall be brought in the state or federal courts of Dallas County, Texas, subject to the mandatory Dispute resolution provisions provided for in Section 20. The parties hereby consent to the jurisdiction and venue of such courts. The parties specifically exclude from any application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. Notwithstanding the foregoing, and solely to the extent required by law, claims regarding personal data privacy and consumer protection may be subject to the laws of your state of residence in the United States, or, if you live outside the United States, the laws of the country in which you reside.
 - 20. Alternative Dispute Resolution. If the principal place of business and/or domicile of Customer, as the case may be, is located in the United States or Customer is otherwise subject to the Federal Arbitration Act, 9 U.S.C., Customer and Dental Vault agree that any and all disputes or claims that have arisen or may arise between Customer and Dental Vault relating to these Terms, the subject of these Terms, or the facts and circumstances relating to and surrounding negotiation, execution, or performance of these Terms ("Dispute", whether one or more) shall be resolved exclusively through final and binding arbitration rather than in court. The arbitration shall be conducted in accordance with the

Commercial Arbitration Rules of the American Arbitration Association (the “AAA”) in effect at the time the arbitration of the Dispute is initiated (the “AAA Rules”).

- a. **Informal Attempt to Resolve Dispute.** Before initiating any legal proceeding, mediation, or arbitration arising out of a Dispute, either party to such Dispute shall first notify the other affected party that a Dispute exists and such parties agree to use every effort to resolve such Dispute within thirty (30) days after notice the parties by first (i) engaging in at least one discussion between a non-attorney representative for each of the parties, by telephone or in person, to discuss the Dispute and (ii) delivering a written communication from an authorized representative (attorney or non-attorney) for each of the parties describing the terms on which such party will agree to resolve the Dispute (“Informal Attempt”).
- b. **Failure of Informal Attempt to Resolve Dispute.** If such Dispute is not resolved by an Informal Attempt within the thirty (30) day period, either of such parties may, within fifteen (15) days after the expiration of such thirty (30) day period, submit the Dispute to binding arbitration conducted in accordance with the AAA Rules.
- c. **Number and Selection of Arbitrators.** All arbitration shall be conducted in Dallas County, Texas by three (3) arbitrators (the “Panel”). Within thirty (30) days of any party providing notice to the other party of a Dispute, Dental Vault and Customer shall each appoint one (1) arbitrator, and the two (2) arbitrators so appointed shall select the third and presiding arbitrator within thirty (30) days following appointment of the second party-appointed arbitrator. If either party fails to appoint an arbitrator within the permitted time period, then the missing arbitrator(s) shall be selected by the AAA in accordance with the AAA Rules. In the event Customer and Dental Vault cannot reach an agreement on the selection of the three (3) arbitrators within the time permitted, all arbitrators not yet appointed shall be appointed by the AAA in accordance with the AAA Rules. All Panel arbitrators shall be and remain at all times independent and impartial, and, once appointed, no Panel arbitrator shall have any *ex parte* communications with Dental Vault or Customer concerning the arbitration or the underlying Dispute other than communications directly concerning the selection of the presiding arbitrator, when applicable. All Panel arbitrators shall be qualified by education, training, or experience to resolve the Dispute. No Panel arbitrator shall have (i) been an employee or consultant to Dental Vault or Customer or to any affiliates of such within the five (5) year period preceding the arbitration or (ii) any financial interest in the Dispute.
- d. **Decisions Binding and Final.** The Panel shall resolve such Dispute within a reasonable time, as determined by the Panel. The Panel shall set deadlines for each affected party to submit any information and deadlines for hearing testimony each desires. Thereafter, the Panel shall issue its findings in writing and the ruling of a majority vote of the Panel shall be binding on all parties and shall be final and binding, subject only to grounds and procedures for vacating or modifying the award under the Federal Arbitration Act. Judgment on the award may be entered and enforced by any court of competent jurisdiction hereunder.
- e. **Awards.** The Panel is authorized to award costs, attorneys’ fees, and expert witness fees and to allocate such among Customer and Dental Vault. The award may include interest, at the Default Interest Rate, from the date of any default, breach, or other accrual of a claim until the arbitral award is paid in full. The arbitrators may not award indirect, consequential, special, or punitive damages. Unless otherwise directed by the arbitral tribunal, each party shall pay its own expenses in connection with the arbitration.
- f. All negotiations, mediation, arbitration, and expert determinations relating to a Dispute (including a settlement resulting from negotiation or mediation, an arbitral award, documents exchanged or produced during a mediation or arbitration proceeding, and memorials, briefs, or other documents prepared for the arbitration) are confidential and may not be disclosed by either Customer or Dental Vault, their respective affiliates, and each of their respective employees, officers, directors, counsel, consultants, and expert witnesses, except to the extent necessary to enforce any settlement agreement, arbitration award, or expert determination, to enforce other rights of a party, as required by law or regulation, or for a bona fide business purpose, such as disclosure to accountants, shareholders, or third-party purchasers, provided, however, that breach of this confidentiality provision shall not void any settlement, expert determination, or award.

21. General.

- a. **Entire Agreement; Amendment.** These Terms, including the Order(s), BAA, Privacy Policy, and any other documents attached hereto or incorporated herein by reference constitute the entire agreement between you and Dental Vault and supersede all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Customer are expressly agreed to be of no force or effect. These Terms may not be amended except by a writing signed by authorized representatives of both parties.
- b. **No Waiver.** Any waiver by either party of a default or obligation under these Terms will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under these Terms or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.
- c. **Severability.** If any provision of these Terms is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or, if it cannot be so modified, then severed, and the remainder of these Terms shall remain in full force and effect.
- d. **Export Compliance.** Customer may not use, export, or re-export the Subscription Service, Software, or other Dental Vault Materials in any form in violation of U.S. export laws and regulations, or without first obtaining the appropriate United States and foreign government approvals.
- e. **Notices.** We may send you, in electronic form, information relating to the Subscription Service, information relating to our other products and services, and information that the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Subscription Service or by posting such information on the Subscription Service portal. Notices emailed to you will be deemed given and received when the email is sent. You consent to receiving legal notices electronically in this manner. If you refuse or withdraw your consent to receive notices electronically, you must stop using

the Subscription Service. You must provide legal notices to us at the email address specified at the end of these Terms, with a duplicate copy sent via registered or certified mail, return receipt requested, to Dental Vault's street address set forth below. Any such notices must specifically reference that it is a notice given under these Terms.

- f. **Relationship.** Customer is not an agent of Dental Vault and will not represent to any third party that it is an employee or agent of Dental Vault. Customer shall have no authority to enter into any contract on behalf of Dental Vault or to make any representations or warranties on Dental Vault's behalf to patients or any other third parties.
- g. **U.S. Government Restricted Rights.** Any Software provided as part of the Subscription Service for or on behalf of the United States of America, its agencies, and/or instrumentalities ("**U.S. Government**") is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.
- h. **Injunctive Relief.** Customer explicitly acknowledges that (i) Dental Vault's intellectual property and Confidential Information are highly valuable to Dental Vault and (ii) any breach of Customer's obligations under these Terms with respect to confidentiality and/or use of Dental Vault's intellectual property, including any breach by Customer of any restrictions on use of the Subscription Service or the scope of the licenses granted by Dental Vault herein, may severely damage Dental Vault, the extent of which damage would be difficult to ascertain and, therefore, that Dental Vault is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- i. **Time to File Claims.** You must bring any claim related to these Terms or the Subscription Service within one (1) year of the date you could first bring the claim unless your local law requires a longer time to file claims.
- j. **Force Majeure.** Dental Vault shall be excused from and shall not be liable for any delays or failure to perform its duties to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, pandemics, public health crises, labor disputes, or any other cause or causes beyond its reasonable control.
- k. **Electronic Signature.** Where either party draws, types, or attaches its signature or any other text, symbol or image in a box or space associated with any contract or form provided by Dental Vault, such party is agreeing to be legally bound by the terms and conditions of that contract or form. Such action constitutes an "Electronic Signature," which shall have the same force and effect as an original signature. No third-party certification or verification is necessary to validate an Electronic Signature.
- l. **Dental Vault Contact Information.**

Dental Vault LLC
1973 Irving Blvd Ste. B
Dallas, TX 75207

Technical Support: support@getdentalvault.com

Legal Notices (including privacy matters): legal@getdentalvault.com

[Remainder of page intentionally left blank]

Exhibit A

Business Associate Agreement

This Business Associate Agreement (“BAA”) is by and between Dental Vault LLC, a Texas limited liability company, and the party designated as “Customer” in the Terms of Service to which this BAA is attached (the “Terms”).

WHEREAS, Dental Vault LLC has been engaged by Customer to perform certain services under the Terms, wherein Dental Vault LLC may need to access, use, and/or disclose PHI received from Customer as a business associate; and

WHEREAS, the Dental Vault LLC and Customer desire to ensure that their respective rights and responsibilities under the Terms are in accordance with applicable federal statutory and regulatory requirements relating to the access, use, and disclosure of Protected Health Information, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, and the Security Standards, collectively codified at 45 C.F.R. Parts 160, 162 and 164 (respectively the “Privacy Standards” and “Security Standards”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act, as set forth in Subtitle D of the American Recovery and Reinvestment Act of 2009 (“HITECH”); and

WHEREAS, the purpose of this BAA is to satisfy the applicable standards and requirements of HIPAA, HITECH, the Privacy Standards, and the Security Standards and regulations thereunder.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and BAA set forth herein, Dental Vault LLC and Customer agree as follows:

1. **Definitions.** Unless otherwise defined in this BAA, all capitalized words shall have the meanings set forth in the Terms, provided that any such capitalized words also defined in HIPAA and/or HITECH, like PHI, shall have the meanings set forth therein when applicable. The terms below are further defined as follows:
 - a. “Business Associate” shall have the same meaning as the term “business associate” at 45 CFR 160.103 of HIPAA, and, when in reference to the party to this BAA, shall also mean Dental Vault, Inc.
 - b. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 CFR 160.103 of HIPAA, and, when in reference to the party to this BAA, shall also mean Customer.
 - c. “HIPAA Rules” shall mean the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and regulations issued thereunder, as may be expanded by HITECH.
 - d. “Protected Health Information” or “PHI” has the meaning given to Protected Health Information in the HIPAA Rules.
 - e. **Other Terms.** The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information (or “Electronic PHI”), Electronic Transactions Rule, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Transaction, Unsecured Protected Health Information, and Use.
 - f. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as then in effect or as amended.
2. **Scope.** This BAA sets forth the terms and conditions pursuant to which any and all PHI, which is provided, created, exchanged, or received by and between Business Associate and Covered Entity shall be handled. Business Associate and Covered Entity shall comply with all applicable laws, including those governing the creation, use, disclosure, access, storage, and maintenance of PHI.
3. **Duties and Responsibilities of Business Associate.**
 - a. **Use and Disclosure of PHI.** Business Associate shall not Use or Disclose PHI other than as permitted or required by this BAA, as set forth in Section 4(a) below, or as required by applicable law.
 - b. **Safeguards.** Business Associate shall use reasonable and appropriate safeguards and comply with Subpart C of 45 CFR Part 164 and HITECH with respect to electronic PHI to protect the security of all PHI received from Covered Entity against Security Incidents, prohibited Uses or Disclosures of PHI, or other misuse of PHI, as required by the HIPAA Rules.
 - c. **Required Reporting.** Business Associate shall report to Covered Entity, within thirty (30) days, any prohibited Use or Disclosure of PHI received from Covered Entity of which Business Associate becomes aware, by Business Associate, any of its employees, Subcontractors, or agents, or any third party receiving or obtaining such PHI from or through Business Associate, including Breaches of Unsecured Protected Health Information, in addition to any other reporting obligations of Business Associate under the HIPAA Rules, and report any Security Incident of which it becomes aware; provided, however, that the parties acknowledge and agree that from time to time Unsuccessful Security Incidents may occur, that this Section constitutes notice to Covered Entity for such incidents, and that no additional notice to Covered Entity is required for such incidents. “Unsuccessful Security Incidents” means any pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and/or comparable attacks or attempts, as long as such incidents do not result in unauthorized access, Use, or Disclosure of PHI. Any such reports contemplated in this provision will include a description of the PHI used or disclosed and the nature of the Use or Disclosure, to the extent such information is known by Business Associate.
 - d. **Subcontractors.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any Subcontractors that create, receive, maintain, or transmit PHI or Electronic PHI on behalf of Business Associate agree to same restrictions,

conditions, and requirements that apply to Business Associate with respect to such PHI or Electronic PHI, which shall include the obligation to report to Business Associate any instances of which Subcontractor is aware of violation of the BAA with respect to PHI or Electronic PHI.

- e. **Individual and Third-Party Requests.** If Business Associate receives a request from an Individual or any third party to inspect, obtain a copy of, or amend PHI, Business Associate shall forward such request in writing to Covered Entity within five (5) business days of receiving the request. Covered Entity shall be responsible for making all determinations regarding the third-party request for PHI; Business Associate will neither make such determinations nor release PHI to a third party pursuant to such a request, except if and to the extent required by the HIPAA Rules.
 - f. **Designated Record Sets.** If Business Associate's services under the Terms require it to maintain a Designated Record Set, then:
 - i. within ten (10) business days of Covered Entity's request to Business Associate for a copy of PHI, Business Associate shall provide the requested PHI to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and
 - ii. Business Associate shall make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
 - g. **Accounting of Disclosures.** Business Associate shall maintain and, within thirty (30) days of receiving a request, or sooner if required by law, make available the information required to provide an accounting of disclosures to either Covered Entity or the Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528 for a period of at least six (6) years following the date of termination of this BAA.
 - h. **Comply with Applicable Obligations of Covered Entity.** To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
 - i. **Books and Records.** Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Covered Entity's PHI available to the Secretary for purposes of determining compliance with the HIPAA Rules. Neither Business Associate nor Covered Entity waives any attorney-client, accountant-client, or other legal privilege or confidentiality as a result of this Section 3(i).
 - j. **Training.** Business Associate shall require each employee who will have access to PHI of Covered Entity to comply with the restrictions and conditions applicable to Business Associate herein. Business Associate shall train its employees who may have access to PHI regarding the terms and conditions of this BAA and their obligations under the HIPAA Rules.
 - k. **Electronic PHI.** Business Associate shall comply with the Security Standards and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Standards. Business Associate shall review and modify the security measures implemented in accordance with the above as needed to continue provision of reasonable and appropriate protection of Electronic PHI. Business Associate shall update documentation of such security measures in accordance with 45 C.F.R. § 164.316(b)(2)(iii) and shall designate a security officer and undertake appropriate training of its personnel in accordance with the Security Standards.
 - l. **Compliance with Electronic Transactions Rule.** If Business Associate conducts, in whole or part, electronic Transactions on behalf of Covered Entity for which the Department of Health and Human Services has established standards, Business Associate shall comply with, and will require any Subcontractor it involves with the conduct of such Transactions to comply with, each applicable requirement of the Electronic Transactions Rule.
4. **Permitted Uses and Disclosures by Business Associate.**
- a. **Permitted Uses and Disclosures.** Business Associate may only Use or Disclose PHI received from Covered Entity:
 - i. as required to perform services for Covered Entity as specified under the Terms or other agreement between the parties;
 - ii. for Business Associate's proper management and administration (including improving its services) or to carry out the legal responsibilities of Business Associate, provided that the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - iii. to provide Data Aggregation services relating to the Health Care Operations of Covered Entity, if so provided under the Terms or otherwise agreed in writing by the parties; and/or
 - iv. to create de-identified information, in accordance with the standards set forth in 45 CFR 164.514(a)-(c), and to use and disclose such de-identified information for any purpose permitted by law.
 - b. **Required Uses and Disclosures.** Business Associate shall disclose PHI (i) when required by the Secretary of HHS under 45 C.F.R. Part 160, Subpart C to investigate or determine Business Associate's compliance with Subchapter C of 45 C.F.R., Subtitle A, and (ii) to Covered Entity, the individual or the individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524(c)(2)(ii) and (3)(ii) with respect to the individual's request for an electronic copy of his or her PHI.
 - c. **Access.** Business Associate will make available PHI in accordance with 45 C.F.R. § 164.524, upon request from Covered Entity, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524.
 - d. **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of the PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation of 45 C.F.R. § 164.502(b) if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the

minimum necessary. Business Associate and Covered Entity acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with 45 C.F.R. § 164.502(b).

- e. **Subpart E.** Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Section 4(a).

5. **Obligations of Covered Entity.**

- a. **Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s Use or Disclosure of PHI.
- b. **Notice of Changes in Consent.** Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate’s Use or Disclosure of PHI.
- c. **Notice of Restrictions.** Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s Use or Disclosure of PHI.
- d. **Permitted Requests.** Covered Entity will not request or require Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

6. **Term and Termination.**

- a. **Term.** The Term of this BAA shall begin upon the Effective Date of the Terms and shall continue in effect until terminated as provided herein and until Business Associate returns or destroys all PHI of Covered Entity.
- b. **Termination at End of Business Association.** This BAA will automatically terminate without further action of the parties upon the termination or expiration of the business association between Business Associate and Covered Entity.
- c. **Termination for Cause.** If either party materially breaches this BAA, the other party may terminate this BAA and, at its election, the underlying Terms, subject to thirty (30) days prior written notice and opportunity to cure the breach.
- d. **Effect of Termination.** Within thirty (30) days of the termination of this BAA, Business Associate will either return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form (including any information in the possession of any employee, Subcontractor, or other agent of Business Associate). Upon request of Covered Entity, Business Associate will provide a certificate to Covered Entity acknowledging such destruction. Business Associate will thereafter retain no written, digital, back-up or other copies of any PHI of Covered Entity. Notwithstanding the foregoing, if the return or destruction of PHI upon termination is not feasible, Business Associate shall so inform Covered Entity and will continue to maintain the security and privacy of such Protected Health Information in a manner consistent with the obligations of this BAA and as required by applicable law, for so long as Business Associate is in possession of such information. Business Associate will return or destroy such retained PHI as soon as is reasonably feasible. Business Associate may retain all de-identified information created prior to the date of termination of this BAA. The obligations of Business Associate under this Section 6 shall survive the termination of this BAA.

7. **Ownership.** All PHI that Covered Entity discloses to Business Associate pursuant to this BAA is and will remain the property of Covered Entity.

8. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS BAA, UNDER NO CIRCUMSTANCES SHALL BUSINESS ASSOCIATE HAVE ANY OBLIGATION OR LIABILITY HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, COLLATERAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES INCURRED BY COVERED ENTITY (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS, COSTS OF COVER, COSTS OF DELAY, OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE, WHETHER OR NOT BUSINESS ASSOCIATE WAS ADVISED SUCH DAMAGES MIGHT ARISE, OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL BUSINESS ASSOCIATE HAVE ANY OBLIGATION, OR BE LIABLE FOR ANY DAMAGES, DIRECT OR OTHERWISE, UNDER THIS BAA IN EXCESS OF THE TOTAL AMOUNTS PAID BY COVERED ENTITY TO BUSINESS ASSOCIATE PURSUANT TO THE TERMS. THESE LIMITATIONS ARE CUMULATIVE; THE SUM OF MULTIPLE CLAIMS MAY NOT EXCEED SUCH LIMIT.

9. **Miscellaneous.**

- a. **Assignment; Binding Effect.** This BAA is personal to Business Associate and Covered Entity and may not be assigned or delegated by either party without the prior written consent of the other party in each instance; provided, however, that in the event of a permitted assignment of the Terms, this BAA may be assigned together with the Terms. This BAA shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors, and permitted assigns.
- b. **Entire BAA; Amendment.** This BAA contains the entire BAA between the parties, and supersedes all prior or contemporaneous BAAs, understandings, or representations with respect to the subject matter hereof. This BAA may be amended only by written BAA of the parties. Business Associate and Covered Entity agree to amend this BAA to the extent necessary to allow both parties to comply with the HIPAA Rules as they may be amended or recodified from time to time, or to comply with other applicable regulations or statutes for the protection of PHI.
- c. **Severability.** If any term or provision of this BAA shall to any extent be invalid or unenforceable, the remainder of this BAA shall not be affected thereby, and each term and provision of this BAA shall be valid and enforced to the fullest extent permitted by law.
- d. **Conflict.** The terms and provisions of this BAA shall supersede any other conflicting or inconsistent terms and provisions in the Terms, including any other attachments thereto and documents incorporated therein by reference.

- e. Choice of Law and Venue: This BAA shall be construed in accordance with the laws of the State of Texas, without giving effect to the choice of law provisions thereof. Venue for any action or proceeding related to this BAA shall be in the state or federal courts of the state of Texas, as appropriate. The parties agree to the personal jurisdiction and venue of such courts.
 - f. Notices. Any notice or report hereunder shall be deemed given if delivered or sent by first class mail, postage prepaid, addressed to the other party at the address set forth in the Terms, or at such other address as designated by the party by written notice, or by commercial delivery service, or by confirmed email or facsimile. If notice is given by mail and the notice affects the other parties' rights hereunder, the effective date of the notice shall be seven (7) days after the date of mailing or the date the notice is received, whichever is earlier.
1. Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.