

DPMS, Sensei Platform and Patient Solutions Services Licenses Add-On Terms and Conditions

This agreement, comprising (x) your current purchase agreement (the “**Current License**”) and (y) these DPMS, Sensei Platform and Patient Solutions Services Licenses Add-On Terms and Conditions (this “**Services Agreement**”) (as amended, modified or supplemented from time to time, clauses (x) and (y) collectively, the “**Agreement**”), is agreed to between the customer identified on an applicable Order form (“**Customer**” or “**you**” or “**your**”) and Carestream Dental Ltd (together with its affiliates, “**Carestream Dental**”, “**CSD**”, “**we**”, “**us**”, or “**our**”), a United Kingdom limited liability company with an office located at Wiltron House, Rutherford Close, Stevenage, Hertfordshire, SG1 2EF (each a “**Party**”, collectively, the “**Parties**”), intending to be bound. By signing an order form or otherwise accepting an applicable Order, you agree to the foregoing terms and conditions and certify that you are or legally represent the entity issuing the Order. By entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity. If you do not have such authority, or if you do not unconditionally agree to all the terms and conditions of this Agreement, then neither you nor the company, have any right or license otherwise granted in this Agreement. The specific terms and conditions are as follows:

1. Transaction.

a. Customer wishes to access CSD’s DPMS, Patient Solutions Services and/or Sensei Platform, as applicable.

b. These DPMS and Patient Solutions Services specific terms and conditions constitute an agreement by which Carestream Dental licenses use of its DPMS and Patient Solutions Services to Customer. This Services Agreement applies to all CSD Software Licenses through the cloud and through CSD’s Patient Solutions Services portal.

c. Customer’s moving from Carestream Dental’s DPMS hosted products to Sensei Cloud will have sixty (60) days of free access to any data that has been stored in any of CSD’s other Products, including imaging, (“**Legacy Data**”), after the Customer’s Sensei Go-Live Date. A copy of the Customer’s data will be made available for the Customer to store locally. The Customer is responsible to ensure they have local storage space available to receive Legacy Data. Temporary storage may be sent to the Customer to facilitate the data transfer by one of two methods. The first method of secure delivery is through an encrypted and protected hard drive. Hard-drive must be returned to Carestream Dental, or Customer will be invoiced for the cost of the hard-drive. The second method of secure delivery is through Zoho Assist or other CSD approved remote connections. To estimate storage needs, consult your Carestream Dental sales associate. If local storage is not desired, data access to the cloud can still be provided to the Customer for a monthly fee. Consult your Carestream Dental sales associate to add these services before purchasing Sensei. CSD shall export and provide Customer’s Data to Customer in a form and/or format that is utilized by CSD, at the time of the request, for such data export upon receipt of (a) Customer’s written request for such data export; and (b) advance payment to CSD by Customer of CSD’s then current data export fee. CSD’s obligation to make available such data export service shall begin upon the date of expiration or earlier termination of the Subscription and shall extend for a period of sixty (60) days, after which period CSD shall have no obligation to provide such data export service. Customer acknowledges and agrees that after such sixty (60) day period, CSD may, at its sole discretion, delete and destroy, in accordance with applicable privacy laws, Customer’s Data previously saved by the CSD Sensei Platform and shall have no further obligation to Customer or any third party with respect to such data. For the avoidance of doubt, CSD shall have no obligation to provide Customer’s Data to Customer if Customer fails to (i) request such data export in writing and (ii) pay CSD’s then current data export fee in advance.

2. License.

a. CSD hereby grants to Customer, and Customer hereby accepts, a revocable, non-transferable (except as detailed in Section 2(b)), non-sublicensable, non-exclusive license to access and use Software solely in connection with Customer’s internal business purposes (the “**Software License**”).

b. Customer shall not transfer, use, and shall not permit others to use, Software in connection with a dental practice other than Customer’s own dental practice, to host or provide dental practice management services or otherwise to provide services as a service bureau; nor shall Customer attempt to reverse engineer, modify, alter or create Derivative Works (as defined under applicable law) of Software or allow others to do so. Except as expressly permitted hereunder, Customer shall not and shall not cause or aid any third party to access, reverse engineer, disassemble, or decompile the CSD Software or any component thereof, except to the extent applicable law permits it despite these limitations. However, in the limited case wherein Customer sells or otherwise transfers Customer’s entire practice or a substantial portion thereof to a third party, the Software License will transfer to such third party effective upon (i) Written Notice to CSD and (ii) that third party’s agreement to accept this complete and unaltered Agreement as evidenced by the execution and return of CSD’s License Transfer Agreement and (iii) the prompt payment of any applicable transfer fees.

c. Customer shall be permitted to have an aggregate number of registered Customer Users for Software that does not exceed the number of registered Customer Users identified in the Order(s). **For Sensei Customers:** Customer shall be permitted to have an aggregate number of registered Customer Providers for the CSD Sensei Platform that does not exceed the number of registered Customer Providers for the applicable Pricing Model identified in the Quote(s) (the “**Registered Customer Provider Limit**”). Customer shall be permitted to have an unlimited number of registered Customer Users for the CSD Sensei Platform. Each Customer Provider and User shall be registered in the CSD Sensei Platform and have his/her own user account and accompanying log-in password, or other access control information. Each registered Customer User shall be permitted to concurrently access and use the CSD Sensei Platform from one or more devices. Any additional Customer Providers beyond the Registered Customer Provider Limit must first be registered for access and use of the CSD Sensei Platform pursuant to an additional order and payment of an additional subscription fee. Notwithstanding the foregoing, you may reassign access to the CSD Sensei Platform to a new Customer Provider as a replacement for a former Customer Provider, so long as each new Customer Provider replacement is registered and provided login credentials by CSD. Customer hereby grants CSD audit rights to ensure the aggregate number of Customer Users does not exceed Customer’s Registered Customer Provider Limit. Should any of its registered Customer Providers leave, Customer must immediately notify CSD so that he/she is no longer permitted to access and use the CSD Sensei Platform

d. CSD reserves all rights not expressly granted herein.

e. Customer shall, and shall require Customer Users to, safeguard and protect login, password, or other access control information for the CSD Software from disclosure and unauthorized use. Customer shall not provide or share, and shall prohibit Customer Users from providing or sharing, such login, password, or other access control information to/with unauthorized users. Once Customer users are no longer active users Customer shall be solely responsible for ensuring user no longer has access to the CSD Software by voiding password and usernames. Customer shall be solely responsible for the procuring, operating, and maintaining (and for all costs and expenses associated therewith, including, but not limited to, vendor and communication carrier charges) the mobile devices, if any, with which Customer accesses and uses the CSD Software (when/if such mobile access and use is made available by CSD). CSD may provide or make available to Customer, information identifying or describing the mobile devices and/or requirements therefor that are compatible with the CSD Software and components or modules thereof. Customer shall be solely responsible for ensuring that Customer’s mobile devices are compatible with the CSD Software.

3. Term.

The term of the Software License is one year from the Effective Date, automatically renewing for an additional one-year period, unless Customer sends a non-renewal notice to CSD at least sixty (60) days prior to the end of the then current one-year term. If a notice of non-renewal is not timely received from Customer, then the Agreement shall renew for another one-year term, and Customer shall be responsible for payment for the entire additional one-year term. CSD may terminate this Agreement by providing thirty (30) days prior written notice to Customer. The termination by CSD would then become effective at the end of the then current term.

4. Termination for Breach.

a. A non-breaching Party may terminate this Subscription (and the License granted herein) or suspend its further performance without terminating this Subscription by written notice to the breaching Party if the breaching Party has materially breached or failed to abide by or perform a provision of this Subscription and the breaching Party has not cured the breach or failure (or, if the breach or failure is such that the cure would take a longer period, the breaching Party has not commenced to cure such breach or failure or has not proceeded diligently therewith) within thirty (30) days of receiving written notice from the non-breaching Party specifying such breach or failure.

b. Effect of Termination.

CSD shall export and provide Customer's Data to Customer in a form and/or format that is utilized by CSD, at the time of the request, for such data export upon receipt of (a) Customer's written request for such data export; and (b) advance payment to CSD by Customer of CSD's then current data export fee. CSD's obligation to make available such data export service shall begin upon the date of expiration or earlier termination of the Subscription and shall extend for a period of sixty (60) days, after which period CSD shall have no obligation to provide such data export service. Customer acknowledges and agrees that after such sixty (60) day period, CSD may, at its sole discretion, delete and destroy, in accordance with applicable privacy laws, Customer's Data previously saved by the CSD Sensei Platform and shall have no further obligation to Customer or any third party with respect to such data. For the avoidance of doubt, CSD shall have no obligation to provide Customer's Data to Customer if Customer fails to (i) request such data export in writing and (ii) pay CSD's then current data export fee in advance.

Upon termination or expiration, you will pay us all amounts you owe to us under this Agreement.

5. Subscription fees

a. **Hosted and Cloud based DPMS.** In partial consideration for the Software License and other rights granted hereunder with regard to DPMS, Customer shall pay to CSD a fee in the amount set forth in the accompanying or applicable Order, payable in monthly amounts unless otherwise noted (the "**Subscription Fee**"). Subscription Fees are non-cancelable and non-refundable. After the first full year of Support and subscription services, or otherwise during the period stated in the customer order any discounted support Fees will revert to our standard pricing. CSD shall have no obligation to continue to permit Customer's access to or use of Software, or any component or module thereof, if applicable payment(s) of the Subscription Fee has not been received by CSD from Customer when due.

b. **Patient Solutions Services.** You shall pay the fees for Patient Solutions Services as specified in the accompanying or applicable Order or as otherwise communicated to you via email, our website or other means of posting prices. After the first full year of Patient Solution Services, or otherwise during the period stated in the customer order, any discounted support Fees will revert to our standard pricing. CSD may change the fees for Software (i) from time to time upon 30 days' prior notice (which may be by any of the foregoing methods) and (ii) upon CSD's routine review of your actual usage of any Patient Solutions Services to ensure that it conforms to the plan size to which you subscribed. You agree that you will be responsible for any overages at the then-current monthly fees which correspond to your actual usage.

c. Customer shall pay to CSD the fees in the amount set forth in the Quote. CSD will debit the credit card, or other payment method Customer has on file with CSD, for the Subscription Fees, or portion thereof, after Customer's access to the CSD Sensei Platform has been enabled.

d. **Currency.** Fees are stated in Great British Pounds, Euros or United States dollars. All payments due CSD from Customer pursuant to the Subscription shall be made in Great British Pounds, Euros or United States dollars.

e. **Value Added Tax.** Except where otherwise stated, in any documentation sent to the Customer by CSD (including, but not limited to, the Customer's Order) which contains an estimate or quotation, all amounts stated are exclusive of VAT which is payable by the Customer on a VAT Invoice ("VAT").

6. **Customer Technology.** If not purchased or serviced via Carestream Dental, Customer is solely responsible for the purchase, operation, configuration and maintenance of all computers, network and other information technology systems to operate the Software according to minimum guidelines established by CSD and as appropriate for cloud-based Software access.

7. **Updates.** If you purchased a customer service plan, we will make available to you for the service plan in which you are currently enrolled, at no additional charge, all modifications or enhancements to the supported software that are made generally available to other purchasers of the service plan ("**Updates**"). If you do not purchase a service plan, all Updates may require an additional fee. Other enhancements to the Software that are separately marketed by us may be subject to additional charges. Updates may require the purchase or licensing of additional hardware and/or software at your sole cost and expense. If we notify you that Updates are mandatory for the continued provision of Support Services or other services, you agree to install such Updates in a timely manner. We make no warranties or representations regarding (i) the frequency of Updates, (ii) the applicability of Updates to your current license to on-premises solutions under the Current License or (iii) the extent to which Updates are made available at all. If we have provided software customization services, then the customized software will not be updated, and we do not warrant the compatibility of any software customizations with any Updates.

8. **Online Address Look-up Service.** Access to the online address lookup service is provided whilst you have an active service plan for your Carestream Practice Management Software. Carestream Dental reserves the right to remove this service at any stage

9. **Software Support Services.** CSD shall provide support for Software via telephone or other communication services, during normal business hours on weekdays, with the exception of CSD holidays, during which, no support will be provided. Customer shall designate to CSD three Customer employees who are authorized to request support ("**Customer Support Designees**"). Customer may replace a Customer Support Designee upon ten days' written notice to CSD. CSD shall not be obligated to take calls from or provide support to anyone else. Customer acknowledges support will be limited to: (i) answering of general questions; (ii) providing error diagnosis; (iii) limited troubleshooting of problems; and (iv) providing information about upcoming Updates. CSD shall determine the limits of support at its sole discretion. In the event you require assistance not available through this service, you may request such assistance from CSD on a time and material basis in accordance with CSD's then current rates. CSD will not provide support in the following situations:

a. Software (or third-party software) errors that result from your improper handling or use of the Software, including installation on a system that does not meet the system requirements we provide to you in our documentation or online;

b. Software (or third-party software) errors for which we have provided corrections not implemented by you within a reasonable time;

c. Software (or third-party software) errors caused by

changes, alterations or revisions made by you or on your behalf other than by CSD;

- d. Software (or third-party software) errors that result from use of the Software in combination with non-CSD software;
- e. problems caused by your data, network, database, operational or other environmental factors not within our direct control;
- f. problems caused by your inadequate data backup procedures, third party databases, or customizations to the Software (or third-party software) ;
- g. problems caused by unqualified Customer Support Designees.
- h. problems related to any third-party software. If we assist you, at your request, with the correction of any problem not covered by these Support Services, then you shall promptly reimburse and pay us for all reasonable expenses incurred and time spent in diagnosing problems not caused by us, repairing any of your alterations or revisions to the Software, and correcting Software errors or other defects resulting from the occurrence of one or more of the events described in items (a) through (h) above. Such services will be invoiced to you at our then-current time and materials rates.

10. Internet Service. We will provide a managed hosting platform that will provide access to Carestream Dental software over a secure internet connection. You are responsible for ensuring your internet connection is suitable for the hosting service, any interruptions will result in loss of service.

11. Availability. CSD warrants the Availability of Software as a cloud solution to be at least ninety-eight percent (98%), where “**Availability**” is calculated as follows: $\text{Availability} = (\text{Basis} - \text{Downtime}) / \text{Basis}$, where “**Basis**” equals the total hours of expected operation, less total hours of scheduled maintenance or repair, and “**Downtime**” equals the number of unscheduled hours during which Software is not available for the retrieval of data. We will commence a Downtime calculation when you notify us that Software is inoperable, and we confirm such an incident, and ends when we have completed our repairs and notified you that Software is available for use. Downtime excludes: (a) unavailability due to scheduled maintenance or repair; (b) unavailability due to loss of network connectivity or electrical power; (c) unavailability due to weather or environmental related issues, Force Majeure, or any other factors that are beyond CSD’s reasonable control; and (d) unavailability caused by the acts or omissions of you or your employees, contractors, visitors, suppliers, representatives, or other agents. Availability is calculated for a period starting on the first day of a month and ending on the last day of a month and Basis is calculated by uniformly using 730 total hours per month (365 days x 24 hours) / 12 months, regardless of which month is considered. As your sole remedy and our total liability for a breach of this Availability warranty, we shall issue you a “**Service Level Credit**” equal to one-tenth of one percent of the monthly Subscription Fee payment paid by you for each one percent decrease in Availability in a given month, up to a maximum of 15% of decreases in Availability. We shall apply any Service Level Credits issued during a month against your next Subscription Fee payment. Other than Service Level Credits, you agree that Carestream Dental will not be liable for any loss, damage, liability, claim, expense or cost whatsoever whether foreseeable or not, arising as a result of interruption to or suspension of the Software.

12. Technical Preview Features. Software may include features that are identified as a “Technical Preview” or “Beta”, and such features may not be documented. CSD is not obligated to provide any support for the Technical Preview or Beta features. Customer’s use of any Technical Preview or Beta feature shall be at Customer’s sole discretion and own risk. CSD HEREBY DISCLAIMS ALL LIABILITY IN CONNECTION WITH CUSTOMER’S USE OF A TECHNICAL PREVIEW OR BETA FEATURE.

13. Relocation of Software/Multiple Office Locations. You may relocate the On Premise DPMS Software to another site but only with our prior written consent; *provided* that all of the Software, and

all copies of it located at the old site are removed and moved to the new site. Any relocation, installation, and other labor performed by us with reference to such relocation will be billed to you at our then current rates. Fees and charges indicated in the quote include only the base license. If the system is to be used in multiple locations, additional license fees will be due. License fees are not transferable. Should any location(s), including the main office of your practice, be sold or otherwise transferred to a party other than the named customer in this Services Agreement, or should the entity (i.e., partnership, corporation, etc.) represented by the customer be dissolved, transfer fees and/or additional license fees may be due.

14. Warranty.

a. CSD warrants that Software will operate in all material respects in accordance with documentation and other materials, if any, describing the operation thereof. If you find Software contains a material defect, you shall notify CSD in writing and, after receiving such notice, CSD shall investigate and use commercially reasonable efforts to correct such defect. If correcting the defect requires an Update, such Update shall constitute your sole and exclusive remedy for the defect. Your sole and exclusive remedy for any uncorrected defect in Software is to terminate this Agreement and to cease all access and use of Software.

b. CSD shall have no obligation to provide the warranty services otherwise required by Section 14(a) if: (i) the performance failure of the CSD Software is at least partially attributable to Customer misusing the CSD Software or materially deviating from the operating instructions specified by CSD in Customer’s use of the CSD Software; or, (ii) Customer is using the CSD Sensei Platform with computer hardware, computer software, mobile devices, or a mobile device operating system not approved for use in advance by CSD.

c. **Intellectual Property Warranty.** CSD warrants, represents and covenants that the CSD Software and components thereof provided for Customer’s access and use pursuant to the Subscription do not knowingly infringe any patent, trademark, or copyright, or misappropriate any Trade Secret, of any third party.

EXCEPT FOR THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND EXCEPT FOR THOSE WARRANTIES THAT MAY NOT BE DISCLAIMED BY APPLICABLE LAW OR REGULATION, CSD MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP OR TITLE, MISAPPROPRIATION, AND NON-INFRINGEMENT) WITH RESPECT TO SOFTWARE, COMPONENTS THEREOF, TECHNICAL PREVIEW FEATURES, OR INFORMATION OR ASSISTANCE PROVIDED BY CSD RELATED THERETO. CSD MAKES NO WARRANTIES OR REPRESENTATIONS THAT SOFTWARE OR COMPONENTS THEREOF WILL MEET CUSTOMER’S NEEDS OR REQUIREMENTS, WILL BE APPROPRIATE FOR CUSTOMER’S PARTICULAR APPLICATION, OR THAT OPERATION OF SOFTWARE WILL BE SECURE, ERROR FREE, DELAY FREE, OR FREE FROM INTERRUPTION. CUSTOMER ASSUMES ALL RISKS FOR CUSTOMER’S USE OF SOFTWARE AND BEARS SOLE AND EXCLUSIVE RESPONSIBILITY FOR DETERMINING WHETHER SOFTWARE MEETS CUSTOMER’S NEEDS AND REQUIREMENTS.

15. Amendment. CSD reserves the right to amend, modify, supplement, restate, and/or replace this Agreement at any time at CSD’s discretion.

16. Definitions.

a. “**Customer Provider**” means dentists or doctors, whether they are owners, partners, employees, or independent contractors of Customer who are specifically identified and designated by Customer and for whom Customer has purchased a subscription to access and use the CSD Software on Customer’s behalf, using a unique login ID and

password. For the avoidance of doubt, a Customer Provider must be a natural person and not a business, company, or corporate entity.

b. **“Customer User”** means those employees and independent contractors of Customer who are specifically identified and designated by Customer and for whom Customer has purchased a subscription to access and use the CSD Software on Customer’s behalf, using a unique login ID and password. For the avoidance of doubt, a Customer User must be a natural person and not a business, company, or corporate entity.

c. **“Data Extract eServices”** means professional services for the extraction of predetermined data sets requested by you pursuant to a negotiated Statement of Work, (“SOW”).

d. **“DPMS”** means CSD’s proprietary Dental Practice Management Software.

e. **“Sensei Platform” CSD Sensei Platform Description.** The CSD Sensei Platform, via its base module, which is an application that enables dental practitioners to input, access, edit and review practice management data for their practices from supported web browsers, including, but not limited to, data representative of patient appointment records, patient care history, and core patient record information (collectively, **“Record Data”**).

f. **“Effective Date”** means the date an applicable Order is accepted by CSD.

g. **“Patient Solutions Services”** means software services delivered over the internet by CSD or a designated third party including but not limited to eClaims, eVerifications, ePayments, ePostings, eConnections, eForms, eReminders, ePrescriptions, Patient Bridge, Automated Statements, and Online Payments.

h. **“Pricing Model”** means pricing based on the permissible number of registered Customer’s Users in the aggregate (i) at each Customer facility, (ii) within Customer’s enterprise, or (iii) combinations thereof as described in the Quote.

Master Terms and Conditions. These DPMS and Patient Solutions Services specific terms and conditions incorporate by reference the terms and conditions of the Master Terms and Conditions (the “Master Terms”) and your Order. All capitalized terms used and not otherwise defined in these DPMS and Patient Solutions Services terms and conditions shall have the meanings set forth in the Master Terms.

Accepted: _____
(Customer Initials)