

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF SERVICES PROVIDED BY NATIONAL ELECTRONIC ATTACHMENT, INC. (“Services”).

As used in this agreement, “we,” “our,” and “us” refer to National Electronic Attachment, Inc., its subsidiaries and affiliates, doing business as Vyne Dental¹, and its and their respective successors and assigns, and “you” and “your” refer to the individual or entity subscribing for the Services.

By using the Services, you agree to the terms and conditions set forth in this agreement (this “Agreement”). If you do not agree to the terms and conditions set forth in this Agreement, do not use the Services. We reserve the right, in our sole discretion, to change, modify, add or remove provisions of this Agreement at any time. You should check this Agreement periodically for changes. By using the Services after we make any changes to this Agreement available on our website or, in our sole discretion, otherwise communicate such changes to you in any end user messaging within your Services or by such other means as we may deem appropriate from time to time (including electronic mail or conventional mail), you agree to accept those changes, whether or not you have reviewed them. If you do not agree to accept those changes, you should not use the Services and you should arrange to cancel your account or subscription with us, as applicable.

1. Scope of Agreement

Unless we indicate otherwise, this Agreement applies to one or more of the following, which are individually and collectively, as appropriate, referred to as the Services:

- a. use of our software, including but not limited to FastAttach, FastKapture, FastResponse, and FastLook to capture, review, or track electronic documentation (“Attachment Services”); and
- b. use of third-party software and services known as “Vyne Connect” to create up to five (5) separate encrypted electronic messaging addresses; and
- c. the training and technical support services related to the foregoing Services either provided by us or our designated third party.

2. Limited License to Use Software

Some of the Services may be provided by means of specific application software programs developed by us (“Software”) which may update automatically. So long as you comply with the terms of this Agreement, we hereby grant you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by the terms of this Agreement. You may not copy, modify, distribute, sell, or lease any part of our Services or included Software, nor may you reverse engineer or attempt to extract the source code of that Software, unless laws prohibit those restrictions, or you have our written permission. Notwithstanding anything to the contrary contained in this Agreement, the Services known as “Vyne Connect” are subject to the Protected Trust, LLC terms and conditions provided to you upon registration for such services and such terms supersede the conflicting terms of this Agreement, except that this Agreement shall control with respect to the payment terms; length of agreement terms; and support services. Notwithstanding anything to the contrary contained herein, if you signed up for the Services through our affiliate, Renaissance Electronic Services, LLC (“RES”), the RES terms and conditions shall control over this Agreement.

¹ Doing business as Vyne Dental Solutions in the State of Michigan.

Open source software is important to us. Some Software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of the terms of this Agreement.

3. Your Use of the Services

You agree not to assign, transfer or sublicense your rights as a registered user of the Services. You understand that only you may use your administrative user account and password, and that your subscription to the Services may not be shared with others. You agree to be financially responsible for all usage or activity of the Services subscribed by you. By subscribing to the Services, you represent that you are a United States citizen or resident with a valid United States mailing address.

You agree that you may not use or otherwise export or re-export the Services except as authorized by United States law. In particular, without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list and that you will not provide access to any agent to act on your behalf in such a country.

In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Services. If you do not abide by the terms of this Agreement, you agree that we may terminate your access to the Services and/or immediately deactivate or delete your user account and all related information and/or files in your user account and/or bar any further access to such information and/or files. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, the Services. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of the Services made by us pursuant to any provision of this Agreement, or any policies or practices by us in providing the Services, including without limitation any change in template content, administrative tool content, or any change in the amount or type of fees or charges associated with the Services, is to cancel or terminate your subscription. From time to time, we may supplement this Agreement with additional terms and conditions pertaining to specific content, activities or events ("Additional Terms"). Such Additional Terms may be posted on our website, or, in our sole discretion, otherwise communicated to you in any end user messaging within your Services or by such other means as we may deem appropriate from time to time (including electronic mail or conventional mail). You understand and agree that such Additional Terms are hereby incorporated by reference into this Agreement.

4. Compliance with Laws.

You hereby represent and warrant that during the term of this Agreement, you are in compliance and will maintain compliance with all applicable Federal, State and local laws relating your use of the Services, including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act as a part of the American Recovery and Reinvestment Act of 2009, as the same may be hereafter modified or amended.

5. Charges and Fees; NO REFUNDS

As a user of the Services, you agree as follows:

A. You agree to pay the fixed and periodic charges and fees previously disclosed to you by us, applicable taxes, and other charges and fees incurred in order to access the Services. You acknowledge and agree that

we will charge you for each of your Enrolled Offices. You agree to register each of your Treatment Offices as an Enrolled Office pursuant to our standard registration procedures, which shall include, but is not limited to, providing us with the name or tradename, if any, of the provider associated with such Treatment Office, the NPI number associated with such Treatment Office, and the street address and phone number of the physical location of such Treatment Office. As used in this Agreement, “Enrolled Office” shall mean any of your Treatment Offices to whom you desire to provide Services that is properly registered with us. As used in this Agreement, “Treatment Office” shall mean each of your single physical treatment offices, regardless of whether you use centralized billing through one office. Central billing offices for practice management groups are not considered a single Treatment Office. We will assign a unique facility identification number to each Enrolled Office. You agree to notify us at least once per year of any changes to any registration information relating to a Treatment Office and/or providers previously provided by you.

B. We reserve the right to increase charges and fees, at any time, provided, however; we will not increase the charges and fees by more than five percent (5%) per year. We reserve the right to institute new charges or fees at any time, upon thirty (30) days prior notice communicated to you prior to implementing such charges or fees, including, without limitation, through a posting on our website, end user messaging within your Services, or such other means as we may deem appropriate from time to time (including electronic mail or conventional mail). Except as otherwise specifically agreed by us and you in writing or stated herein, we will automatically charge your credit card, debit card or other account acceptable to us (i) if you are on an annual subscription plan, at the start of subscription plan and at the start of each renewal period, or (ii) if you are on a monthly subscription plan, on the first of each month for the Services provided in the previous month, in either case, unless you terminate or cancel your subscription at least seventy-two (72) hours before the relevant billing period begins pursuant to Section 6 below. With respect to any applicable registration, set up or similar fees, annual subscription plan subscribers will be charged on the date of registration and monthly subscription plan subscribers will be charged on the first of the month following the registration date. Each time you use the Services, you reaffirm your agreement that we may charge your credit card, debit card, or other form of acceptable payment, if applicable. In the event we cannot charge your account, we reserve the right to terminate your access to and use of the Services.

C. In addition to the fees and charges set forth above, you are responsible for all charges and fees associated with connecting to the Services, including without limitation all telephone access lines (including long-distance charges, when applicable), internet service provider fees, telephone and computer equipment, applicable taxes and any other fees and charges necessary to access the Services.

D. For purposes of your use of the Services, you agree to provide us with true, accurate and complete information as required by the subscription or sign up process (“Subscription Data”) for the Services, including your legal name, address, telephone number, email address, applicable billing information (e.g., credit card number and expiration date) and information described in Section 5A above, and to allow us to share your Subscription Data with third parties for the purpose of verifying the information you provide and billing your credit card or otherwise charging your account. You agree to maintain and promptly update the Subscription Data and any other information you provide to us to keep it accurate. Without limiting any other provision of this Agreement, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of the Services (or any portion thereof).

E. You are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or any other personal password or credit card information. In the event of a breach of

security by you, you will remain liable for any unauthorized use of your subscription until you update your Subscription Data.

F. You agree that all fees and charges assessed by us are nonrefundable, regardless of whether you have selected the monthly subscription option or annual subscription option, and regardless of whether your subscription and use of the Services is cancelled by us or you for any reason. Examples of nonrefundable fees include, but are not limited to, the sign up (i.e., registration) fee, annual fee and the full monthly subscription fee, if the monthly subscription option was selected, or full annual subscription fee, if the annual subscription option was selected, for any month (or portion thereof) or year (or portion thereof), as applicable, elapsed (regardless of whether you used the Services during that period).

G. If your check is returned or your debit card transaction is denied due to insufficient funds, we reserve the right to charge you, and you hereby agree to pay, a fee, in addition to any other fees owed under this Agreement, of at least \$50.00 per returned check or denied transaction. No post-dated checks will be accepted.

6. Cancellation of Subscription

We or you may terminate or cancel your subscription to the Services at any time. You understand and agree that the cancellation or termination of your subscription is your sole right and remedy with respect to any dispute with us including, without limitation, any dispute related to, or arising out of: (i) any terms of this Agreement or our enforcement or application of this Agreement; (ii) any of our practices or policies, including, without limitation, our Privacy Policy, or our enforcement or application of these policies; (iii) the content available through the Services; (iv) your ability to access and/or use any the Services components; or (v) the amount or types of our fees or charges, surcharges, applicable taxes, or billing methods, or any change to our fees or charges, applicable taxes, or billing methods. Upon cancellation or termination of your subscription to the Services, we may immediately deactivate your user account and/or delete all related information and/or files in your user account and/or bar any further access to such information and/or files, except as we may otherwise provide from time to time.

You can cancel your subscription by contacting Customer Service or by such other means as we may provide from time to time. We will attempt to process all cancellation requests within 72 hours after we receive your request. If you cancel less than 72 hours before the relevant billing period begins, you agree that you will be liable for the then current annual or monthly subscription fee, as applicable, for such billing period, and are not entitled to a refund of that final subscription fee. We reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect.

7. Storage of Your Information. Unless otherwise agreed to by us and you in writing, if you have fully paid all amounts due and owing by you under this Agreement, we will store 13 months of data sent and/or stored by you using the Attachment Services, said data includes patient information, insurance information and attachments. The 13-month period will commence on the first of the month following sign up or other date designated by us. Data will be automatically deleted on a rolling monthly basis so that all data older than 13 months is deleted. For example, data stored as of April 1 of the current year will be deleted as of May 1 the following year, and data stored as of May 1 of the current year will be deleted as of June 1 of the following year, etc. A schedule of data purge dates is provided below. DATA CURRENTLY STORED BY US THAT WAS NOT SUBMITTED WITHIN THE PREVIOUS 13-MONTH PERIOD WILL BE DELETED AND WILL NO LONGER BE AVAILABLE. NO DATA WILL BE STORED LONGER THAN 13-MONTHS. YOU ARE SOLELY RESPONSIBLE FOR ANY DATA BACKUP AND STORAGE BEYOND THE 13-MONTH PERIOD. In the event you fail to pay any amounts owed under this Agreement, in addition to any other rights and remedies available to us, we shall not be obligated to

store any Data sent and/or stored by you using the Attachment Services, and we may delete any and all Data then being stored by us, in our sole discretion.

Data Stored as of	Will be Deleted as of
April 1 of current year	May 1 of following year
May 1 of current year	June 1 of following year
June 1 of current year	July 1 of following year
July 1 of current year	August 1 of following year
August 1 of current year	September 1 of following year
September 1 of current year	October 1 of following year
October 1 of current year	November 1 of following year
November 1 of current year	December 1 of following year
December 1 of current year	January 1 of following year
January 1 of current year	February 1 of following year
February 1 of current year	March 1 of following year
March 1 of current year	April 1 of following year

8. Availability of the Services

The availability and use of the Services are dependent upon technology from third-party providers. We will make commercially reasonable efforts to ensure availability consistent with, but not beyond, what is provided by such third-party providers. Your right to cancel the Services is your only right in the event the availability of the Services does not meet your business or technical requirements.

9. Privacy

We are committed to protecting your privacy. For more information, you should review our Privacy Policy posted on our website at <https://vynedental.com/privacy/> or successor website, which is incorporated into this Agreement by this reference.

10. Limitations of Use

The Services are provided for the benefit of our clients. Any use by any party that is not our client is subject to additional fees and surcharges.

11. Links

This Agreement applies only to the Services, and not to the websites of any other person or entity that may be linked from references within, or otherwise available through the Services. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such

content, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

12. Timely Provision of Communication and Information

You agree that you will (i) timely respond to all communications by us or any of our designated third parties, and (ii) provide us or any of our designated third parties, as soon as is reasonably possible, all materials in your possession required by us to perform the Services.

13. Disclaimers of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

THE SERVICES, INCLUDING THE SOFTWARE, PRODUCTS, OFFERINGS, CONTENT AND MATERIALS WITHIN THE SERVICES, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT.

NEITHER US, NOR ANY OF OUR SUBSIDIARIES OR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS, OR SUPPLIERS WARRANT THAT ANY FUNCTION CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NEITHER US, NOR ANY OF OUR SUBSIDIARIES OR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY PRODUCTS, OFFERINGS, OR CONTENT, INCLUDING, WITHOUT LIMITATION, THE SERVICES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

14. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON ANY WEBSITE OR WEBSITES LINKED OR OTHERWISE AVAILABLE THROUGH THE SERVICES, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF

YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (F) ANY OTHER MATTER RELATING TO THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT THE LIABILITY OF US, OUR SUBSIDIARIES AND AFFILIATES IN ANY AND ALL CATEGORIES AND FOR ANY AND ALL CAUSES ARISING OUT OF THIS AGREEMENT OR OUT OF ANY SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT IN THE AGGREGATE EXCEED THE TOTAL MONTHLY FEES PAID BY YOU TO US DURING THE PRECEDING THREE-MONTH PERIOD.

YOU ACKNOWLEDGE AND AGREE THAT, EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE, NEITHER WE, NOR OUR SUBSIDIARIES NOR OUR AFFILIATES SHALL BE LIABLE IF AN ELECTRONIC DOCUMENT IS REJECTED OR LOST, OR IF THERE ARE DELAYS IN THE PROCESSING OF ELECTRONIC DOCUMENTS. IF, SOLELY THROUGH THE FAULT OF US (OR OUR SUBSIDIARIES OR AFFILIATES), AN ELECTRONIC DOCUMENT IS REJECTED OR LOST, THEN WE WILL REFILE SUCH ELECTRONIC DOCUMENT AT NO ADDITIONAL CHARGE TO YOU. YOU AND WE HEREBY ACKNOWLEDGE AND AGREE THAT OUR LIABILITY UNDER THIS PARAGRAPH SHALL BE LIMITED TO THE ADDITIONAL COST INCURRED BY US. IN REFILEING SUCH ELECTRONIC DOCUMENT.

IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

15. Indemnification

You agree to indemnify, hold harmless and, at our option, defend us and our subsidiaries and affiliates, and our and their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees and expenses) arising from your improper use of the Services, your exercise of internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs, your violation of this Agreement, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

16. Governing Law and Choice of Forum

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of the Services or this Agreement shall be filed only in the state or federal courts located in Dekalb County in the State of Georgia and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

17. Taxes

You shall be responsible for your direct taxes, including any personal property taxes on property you own or lease, for franchise taxes on your business, and for taxes based on your net income. In addition to all other payments due pursuant to this Agreement, you will be solely responsible for and agree to pay any and all sales, use, or similar indirect tax or duty, and any other indirect tax not based on our net income, including penalties and interest and any associated professional fees, and all other imposts levied upon or chargeable with respect to the use, license, sale, delivery, or access of the Services, or other software or deliverables in respect of this Agreement, and any costs associated with the collection or withholding of any of the foregoing items (collectively, "**Indirect Taxes**"), including based upon the your failure to comply with the following sentences. If you are exempt from paying such Indirect Taxes (including because you

are reselling to separate affiliates by authorized sublicense), and/or you wish to internally allocate Indirect Taxes among your various user or other locations in a manner different than that you previously specified for your enrolled locations upon registration, you will timely provide and maintain written exemption (such as resale, multiple points of use) and/or registration documentation that is legally required to support your position, and promptly notify us if this status is revoked or modified. Except as set forth in the preceding sentence, you acknowledge that Indirect Taxes, if any, will be determined based upon the enrolled location information you supplied upon registration. You may change this address by providing us 30 days prior written notice at attention Accounts Receivable, 100 Ashford Center North, Suite 300, Dunwoody, GA 30338. Nothing herein will be deemed to submit us to any particular location's Indirect Tax jurisdiction, and you will remain responsible for monitoring your particular facts relating to the Services, or other software and deliverables under this Agreement, and for complying with all applicable Indirect Tax laws.

18. Miscellaneous Terms

You warrant that you have obtained any authorization as may be required under applicable law to permit your utilization of the Services.

You and we hereby agree to the terms of the Business Associate Agreement attached hereto as Exhibit A and incorporated herein by reference unless you and we have negotiated a separate Business Associate Agreement signed by you and us. In the case of the latter, the separate Business Associate Agreement executed by you and us shall supersede the terms of the Business Associate Agreement attached hereto and shall control with respect to the use and disclosure of Protected Health Information we receive from you, or create, maintain, transmit, or receive on behalf of you.

Except as otherwise provided in Section 14, if any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

We may assign our rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of this Agreement, or to exercise any right under this Agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

Except as otherwise provided in the first paragraph of this Section 18, this Agreement constitutes the entire agreement between you and us with respect to the subject matter of this Agreement and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of this Agreement. This Agreement creates no third-party beneficiary rights.

Exhibit A

BUSINESS ASSOCIATE AGREEMENT

PLEASE CAREFULLY READ THE FOLLOWING. BY YOUR USE OF SERVICES PROVIDED BY NATIONAL ELECTRONIC ATTACHMENT, INC. YOU AGREE TO THE TERMS OF THIS BUSINESS ASSOCIATE AGREEMENT

As used in this agreement, “we,” “our,” and “us” refer to National Electronic Attachment, Inc., its subsidiaries and affiliated entities, doing business as Vyne Dental², and its and their respective successors and assigns, and “you” and “your” refer to the individual or entity subscribing for the Services.

This Business Associate Agreement (this “Agreement”) is effective as of the latter of (a) first date you subscribe to the Services or (b) the date your terms and conditions for the Services were last amended or revised (the “Effective Date”).

BACKGROUND AND PURPOSE.

You and we, have entered into one or more agreements, written or oral, pursuant to which we perform functions or activities for, or provide services to you that involve the use and disclosure of Protected Health Information (as defined below) (the “Services”). In connection with the Services, you and we, agree to the terms set forth in this Agreement (1) to ensure your and our compliance with health information privacy and security rules promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and codified at 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”), subparts A and D (the “Breach Notification Rule”), and subparts A and E (the “Privacy Rule”), all as applicable and as amended by the Health Information Technology for Economic and Clinical Health (the “HITECH”) Act and as further amended from time to time, and (2) to ensure that we protect the privacy and security of Protected Health Information as further provided herein.

1. **DEFINITIONS.** Unless otherwise defined in this Agreement, all capitalized terms used in this Agreement have the meanings ascribed to them in HIPAA, the Privacy Rule, the Security Rule, and the Breach Notification Rule; provided, however, that “Protected Health Information” or “PHI” shall mean Protected Health Information we receive from, or create, maintain, transmit, or receive on behalf of you.

2. **OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.**

2.1 **Obligations of Us.** With regard to our use and disclosure of PHI, we agree to:

- a. not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- b. use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing, we will:

² Doing business as Vyne Dental Solutions in the State of Michigan.

- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI (or “EPHI”) that we receive from, or create, receive, maintain, or transmit on behalf of, you;
 - ensure that any agent of ours, including a subcontractor, to whom we provide such EPHI agrees to implement substantially the same safeguards and other measures to protect such EPHI as required by this Agreement; and
 - promptly report to you any successful Security Incident of which we become aware.
- c. promptly report to you any use or disclosure of PHI in violation of this Agreement, as well as any incident which, in our view, compromises the security of PHI, of which we become aware. We shall mitigate, to the extent practicable, any harmful effects from any use or disclosure of PHI that we report to you as provided herein.
- d. ensure that any agent, including any subcontractor, to whom we provide PHI agrees to substantially the same restrictions and conditions on the use and disclosure of PHI that apply to us pursuant to this Agreement.
- e. if and to the extent we maintain a Designated Record Set on your behalf, make available, with ten (10) business days of your request, any and all PHI contained within the Designated Record Set required for you to respond to an Individual’s request for access to PHI about them in accordance with 45 C.F.R. 164.524. We acknowledge that Individuals may have the right to obtain PHI about them in an electronic format, and we will provide PHI in such electronic format as may be reasonably requested by you if and to the extent we maintain such PHI in electronic format. If we receive a request directly from an Individual seeking access to or copies of PHI maintained by us for or on behalf of you, we shall forward such request to you within five (5) business days and shall not respond directly to such Individual.
- f. if and to the extent we maintain a Designated Record Set on your behalf, make available, within ten (10) business days of a request by you, PHI for amendment and incorporate any such amendment as directed by you to allow you to comply with 45 C.F.R. 164.526.
- g. document any and all disclosures of PHI by us or our agents, including subcontractors, as well as any other information related to such disclosures of PHI that would be required for you to respond to an Individual’s request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
- h. make available, within ten (10) business days of a request by you, any and all information documented in accordance with subsection 2.1.g.
- i. subject to subsection 2.1.j., make available to the Secretary of the U.S. Department of Health and Human Services (“HHS”) our internal practices, books, and records of or its agents, including subcontractors, relating to the use and disclosure of PHI, for purposes of determining your compliance with the Privacy Rule.
- j. to the extent permitted by law, immediately notify you of any and all requests by the Secretary of HHS for information described in subsection 2.1.i. prior to any release of information thereunder.
- k. comply with the Security Rule.

- l. comply with 45 C.F.R. § 164.502(b) regarding the Minimum Necessary standard, which shall require us to determine the Minimum Necessary PHI needed for uses, disclosures or requests of or for your PHI in order to accomplish the intended purpose of the use, disclosure, or request, and use and disclose only the Minimum Necessary PHI in order to accomplish the intended purposes of the use, disclosure, or request.
 - m. not, directly or indirectly, receive remuneration in exchange for your PHI without your prior written approval.
 - n. to the extent we agree to carry out one or more of your obligations under the Privacy Rule, we will comply with the requirements of the Privacy Rule applicable to you in the performance of such obligations.
- 2.2 Permitted Uses and Disclosures of PHI by Us. We may make any and all uses and disclosures of PHI necessary to perform our obligations for the Services. We may also: (a) use the PHI in our possession for our proper management and administration or to carry out our legal responsibilities; (b) disclose the PHI in our possession to a third party for the purpose of our proper management and administration or to carry out our legal responsibilities, provided that the disclosures are Required by Law or that we obtain reasonable assurances from the third party to whom PHI is to be disclosed that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party and the third party has agreed to notify us of any instances of which it becomes aware in which the confidentiality of the information has been breached; (c) provide Data Aggregation services relating to your Health Care Operations as permitted by the Privacy Rule if required by the Services; and (d) use PHI to de-identify it in accordance with 45 C.F.R. § 164.514(b) and use and disclose such de-identified information on our own behalf. Except for uses and disclosures permitted pursuant to Sections 2.2(a), (b), and (c), we may not use or disclose PHI in a manner that would violate the Privacy Rule if done by you.
- 2.3 Your Obligations. You agree to notify us of any restrictions on uses and disclosures of PHI to which you agree that will impact in any manner the use and/or disclosure of that PHI by us under this Agreement. You agree to notify us of any changes in, or revocation of, permission by an Individual to use or disclose PHI that will impact in any manner the use and/or disclosure of that PHI by us. You agree to notify us of any changes in your Notice of Privacy Practices that will impact in any manner the use and/or disclosure of PHI by us under this Agreement.
- 2.4 Breach of Unsecured Protected Health Information. We shall provide you notice of a Breach of Unsecured PHI within five (5) business days of the first day the Breach is known, or reasonably should have been known, to us, including for this purpose any employee, officer, or other agent of ours (other than the individual committing the Breach). The notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI was, or is reasonably believed to have been, subject to the Breach and the circumstances of the Breach, as both are known to us at that time. To the extent possible, the description of the circumstances of the Breach shall include: (1) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach; (2) a description of the types of Unsecured PHI that were involved in the Breach; and (3) a brief description of what we are doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches. Following the notice to you, we shall conduct such further investigation and analysis as is reasonably required and shall promptly supplement the information provided pursuant to (1) – (3) herein, previously provided.

2.5 Effect of Changes to HIPAA, the Privacy Rule, Security Rule, or Breach Notification Rule. To the extent that any relevant provision of HIPAA, the Privacy Rule, the Security Rule, or the Breach Notification Rule is amended in a manner that materially changes either our or your obligations that are embodied in the terms of this Agreement, we and you agree to enter into good faith negotiations as necessary to amend this Agreement in order to give effect to such revised obligations.

2.6 Ownership of PHI. We acknowledge that, as between you and us, all PHI shall be and remain your sole property, including any and all forms thereof developed by us in the course of its fulfillment of our obligations pursuant to this Agreement.

3. TERMINATION.

3.1 Term. The term of this Agreement shall commence on the Effective Date and shall terminate when all of the PHI provided by you to us, or created or received by us on your behalf, is destroyed or returned to you, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI in accordance with the provisions of Section 3.3, unless earlier terminated as provided herein.

3.2 Breach of this Agreement. If you know of a material breach of the terms of this Agreement by us, you may (a) terminate this Agreement and the Services immediately upon written notice if you reasonably determine that cure is not possible or (b) provide us written notice of that breach in sufficient detail to enable us to understand the specific nature of that breach and afford the us at least thirty (30) days' notice to cure the breach. If we fail to cure the breach within the thirty (30) day notice period, you may immediately terminate this Agreement and the Services upon written notice to us.

If we know of a material breach of the terms of this Agreement by you, we may (a) terminate this Agreement and the Services immediately upon written notice if we reasonably determine that cure is not possible or (b) provide you written notice of that breach in sufficient detail to enable you to understand the specific nature of that breach and afford the you at least thirty (30) days' notice to cure the breach. If you fail to cure the breach within the thirty (30) day notice period, we may immediately terminate this Agreement and the Services upon written notice to you.

3.3 Return or Destruction. Upon the termination or expiration of this Agreement for any reason, we shall, at your option, return to you or destroy any and all PHI and EPHI in our possession or control and our agents, including subcontractors, and retain no copies, if it is feasible to do so. If return or destruction of PHI is infeasible, as determined by us, we agree to: (a) provide written notification to you of the conditions that make such return or destruction infeasible; and (b) for so long as we or our agents, including subcontractors, maintain such PHI, (i) extend all protections contained in this Agreement to the use and/or disclosure of any retained PHI by us or our agents, including subcontractors, and (ii) limit any further uses and/or disclosures of such PHI by us or our agents, including subcontractors, to the purposes that make the PHI's return or destruction infeasible.

4. MISCELLANEOUS.

4.1 Interpretation. The terms of this Agreement shall prevail in the case of any conflict with the terms of any Services to the extent necessary to allow you and us, respectively, to comply with applicable provisions of HIPAA, the Privacy Rule, the Security Rule, the Breach Notification Rule, and the HITECH Act.

- 4.2 Survival. The obligations imposed on us pursuant to this Agreement with respect to PHI shall survive termination of this Agreement and continue indefinitely solely with respect to PHI that we or our agents, including subcontractors, retain in accordance with Section 3.3.
- 4.3 No Third-Party Beneficiaries. Except as may be specifically set forth in this Agreement, nothing in this Agreement shall confer upon any person other than you and us, respectively and our respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 4.4 Privileges and Protections Not Waived. Nothing herein shall be construed as waiver of applicable legal or other privileges or protections held or enjoyed by us.
- 4.5 Amendment. This Agreement shall not be amended except by mutual written agreement of you and us.
- 4.6 Governing Law. To the extent not governed by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- 4.7 Assignment. We may assign our rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of this Agreement, or to exercise any right under this Agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.