

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF SERVICES (DEFINED IN SECTION 1 BELOW) PROVIDED BY NATIONAL ELECTRONIC ATTACHMENT, INC., and its subsidiaries (“Services”).

As used in this agreement, “we,” “our,” and “us” refer to National Electronic Attachment, Inc. together with its subsidiaries, doing business as Vyne Dental<sup>1</sup>, 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 Purchase Documentation (defined below) and the terms and conditions set forth in this Agreement (collectively, the “Agreement”). If you do not agree to the terms and conditions set forth in the Agreement, do not use the Services. We reserve the right, in our sole discretion, to change, modify, add or remove provisions of the Agreement at any time. You should check the Agreement periodically for changes. By using the Services after we make any changes to the 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

This Agreement constitutes a binding contract on you. Unless we indicate otherwise, the Agreement applies to the products and/or services (collectively, “Services”) that you have purchased pursuant to a signed or electronically accepted order or registration form (“Purchase Documentation”). By clicking a box indicating your acceptance, clicking the “submit”, “activate”, “log in”, “sign in” or “continue” buttons as a part of the online login and registration process for the Services, you agree to the terms of this Agreement between us and you. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity.

## 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 the 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 the 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. In certain cases, some of the Services we provide to you may include third party products, applications, services, software, networks, systems, websites, and other information or proprietary materials of third parties which are integrated into the Services, which the Services links to, or which you may connect to or enable in conjunction with the Services. In such event, you may be required to agree to the applicable third party’s term and conditions provided to you in order to access and utilize the Services pursuant to a separate license provided by the applicable third party. Where applicable, any third party terms and conditions provided to you will control with respect to the third-party provider’s products or services and shall supersede the conflicting terms of this Agreement, except that this Agreement shall control with respect to the subscription term; the payment terms and Purchase Documentation; and applicable support services.

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<sup>1</sup> Doing business as Vyne Dental Solutions in the State of Michigan.

Additionally, 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 the 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, entity or resident with a valid United States or United States territory 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.

You acknowledge and understand that you are solely responsible for providing, maintaining and ensuring compatibility with the Services access requirements, all hardware, software, electrical or other physical requirements for use of the Services, including without limitation, telecommunications and internet service provider access, connections, or other equipment, programs and service required to access the internet to use the Services. You shall be solely responsible for the security, confidentiality and integrity of all messages and the content that you receive, transmit or store via the Services and you represent and warrant that you have obtained from end users that you contact or cause to be contacted through the Services all consents required under applicable laws. You are solely responsible for verifying the Services suitability for your needs. By submitting communications or content to any public area of the Services, you agree that such submission is non-confidential for all purposes.

You agree that you shall not, and shall not permit any third party, to: (a) use the Services to store, transmit through, or post infringing, libelous, or otherwise unlawful, tortious, defamatory, threatening, vulgar, or obscene material or material that may be harmful to minors, or to store or transmit material in violation of third-party privacy rights, (b) use the Services to store or transmit viruses or other harmful or deleterious computer code, files, scripts, agents, or programs, (c) interfere with or disrupt the integrity or performance of the Services or the data contained therein, (d) attempt to gain unauthorized access to the Services or its related systems or networks, (e) create derivative works based on the Services or any part, feature, function or user interface thereof, (f) frame or mirror any part of the Services, other than framing on your own intranets or otherwise for your own internal business purposes, or (g) send spam or any other form of duplicative and unsolicited commercial electronic mail messaging to include email, text messaging or similar electronic communication while using the Services, or without obtaining and maintaining any necessary legal consents required from your customers or end users, (h) harvest, collect, gather or assemble information or data regarding other users of the Services without their consent.

All ideas, inventions, concepts and feedback which is provided by you to us in connection with the Services may be used by us to improve or enhance our Services, and accordingly, you grant us an exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to us, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such information without restriction for any lawful purpose, including any commercial purpose.

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 the 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 the 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 the 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 the Agreement.

#### 4. Your Use of Beta Services.

If the Services are provided for or accessed for beta testing purposes (“Beta Services”), as we may indicate through communicating the same through any means, including end user messaging within the Services, or by such other means as we may deem appropriate from time to time (including by electronic mail or conventional mail), then subject to the license grant above in Section 2, and the terms and conditions of this Agreement, you agree (a) to access and use the Beta Services in a production environment solely for end to end testing purposes, (b) that the Beta Services are not publicly or commercially released versions and that you should not rely on the Beta Services for any reason (c) that the license grant and use of the Beta Services shall automatically terminate upon the earlier of (i) your receipt of notice of termination from us (which notice may be effective by email from us, through end user messaging within the Services, or through other form of written notice in our sole discretion), (ii) you no longer have access to the Beta Services, or (iii) upon our commercial release of the Beta Services, or any portion thereof. Upon termination, you agree to immediately cease all use and uninstall any related software provided in connection with the Beta Services, or where offered by us, purchase a commercially released version through Purchase Documentation. Any continued use or access of the Beta Services following termination or failure to comply with the above (a)-(c), will be considered use outside of the scope of the license granted and will result in copyright and/or other intellectual property infringement and a breach of this Agreement. Beta Services shall include any associated media, printed or online written reference material furnished to you in conjunction with the Beta Services, including, without limitation, instructions, testing guidelines, Confidential Information (as defined below), and any delivered modification, error correction, bug fix, revised version, or other update of the Beta Services. Unless in the case of a separately executed agreement between you and us related to the Beta Services which by its terms supersedes this Section 4, the terms of this Section 4 shall control with respect to the Beta Services and you further agree as follows:

A. You acknowledge that the Beta Services have not been fully tested and are not commercially released versions. Accordingly, unexpected operating difficulties may occur and the Beta Services may not achieve performance or functionality as described to you or in any specifications. THE BETA SERVICES, INCLUDING ANY SOFTWARE, PRODUCTS, OFFERINGS, CONTENT AND MATERIALS WITHIN THE BETA SERVICES, ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER US, NOR ANY OF OUR SUBSIDIARIES OR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS, OR SUPPLIERS REPRESENT, PROMISE OR WARRANT TO YOU THAT THE BETA SERVICES WILL SATISFY YOUR REQUIREMENTS OR THAT THE USE OR OPERATION

THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, PERFORM TO ANY SPECIFICATIONS, NOR THAT WE WILL ACTUALLY RELEASE A COMMERCIAL VERSION OR INTRODUCE A PRODUCT SIMILAR OR COMPATIBLE THEREWITH. You acknowledge that we may change, update, or make obsolete the Beta Services at any time in our sole discretion. Final specifications and pricing for any commercially released versions are at our sole discretion and subject to change without notice. Specifically, the Beta Services may contain features, functionality, or modules that will not be included in the final production version, if commercially released, or may be marked separately for additional fees. You acknowledge and agree that you have gained all consents or authorizations from any third party whose information or live data you may enter, post or report relating to or arising out of your use of the Beta Services and you assume full risk and liability for any live data you provide with respect thereto. Due to the developmental nature of the Beta Services, you are advised and agree to back-up and preserve your existing data files and programs (if any) and do so at your own risk. We make no representations regarding storage of your information with respect to the Beta Services.

B. You agree to provide an operational environment for the Beta Services at your own cost and expense. You agree to cooperate with us by reporting any and all problems encountered and suggest any changes, clarifications, additions or other improvements to the Beta Services, related support services, or related documentation provided to you and any other feedback concerning the functionality and performance of the Beta Services that we may request from time to time (altogether "Feedback"). You agree to provide such Feedback timely upon any request by us and in the manner, form and detail requested by us, in our sole discretion. All Feedback and any other information which is provided by you to us in connection with the Beta Services may be used by us to improve or enhance our Services, and accordingly, you grant us an exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to us, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback and information without restriction for any lawful purpose, including any commercial purpose.

C. You shall not copy or use the Beta Services (including the any associated documentation) or disseminate Confidential Information (as defined below) to any third party except as expressly permitted by our prior written consent. You will not, and will not permit any third party to, sublicense, rent, copy, modify, create derivative works of, translate, reverse engineer, decompile, disassemble, or attempt to extract the source code of the software provided in connection with the Beta Services, unless laws prohibit those restrictions, or you have our prior written permission. In no event shall you or any of your affiliated companies or organizations use the Beta Services for your own product development or any other commercial purpose or otherwise be engaged in the development of software products or services that are in any way similar to the Beta Services. Any and all performance data, test results, or the like (collectively "Performance Data") relating to the Beta Services is considered our Confidential Information and will be treated in accordance with the terms of this Section 4. F..

D. We shall own and retain all right, title and interest in and to the intellectual property rights in the Beta Services and any derivative works thereof. You do not acquire any rights, express or implied, in the Beta Services, and all rights not expressly granted hereunder are reserved to us.

E. We may, in our sole discretion, support and maintain the Beta Services or certain portions thereof, at no charge to you; provided, however, we are under no obligation to support the Beta Services or any portion thereof in any way or to provide any modifications, improvements, fixes, developments or updates to you.

F. For purposes of this Section 4, "Confidential Information" includes any and all of the following: (a) the Beta Services, including code, structure, sequence and organization, documentation, and any updates thereof; (b) our marketing plans and release information; (c) all Feedback and other Performance Data obtained from the Beta Services; (d) any and all communications between you and us related to the Beta Services whether written or oral, including, but not limited to, email and fax communications; and (e) all

complete and/or partial copies of any of the foregoing. Title and full ownership rights to the Confidential Information and any proprietary information embodied or included therein, together with any modifications thereto and all complete or partial copies thereof, shall remain our sole property, and you shall have only those specific license rights expressly set forth herein. You hereby assign to us any and all right, title and interest, irrevocably and in perpetuity, you may have in and to any Feedback or any Performance Data provided hereunder relating to the Confidential Information disclosed, disseminated or produced as a result of your access and use of the Beta Services. All Confidential Information disclosed to you shall be maintained as confidential and shall not be used or disclosed by you except in strict accordance with the terms and conditions of this Agreement. You may disclose the Confidential Information only to your full-time employees, only to the extent necessary to carry out end to end testing of the Beta Services, and only after each employee to whom the Confidential Information is to be disclosed has agreed to abide by the confidentiality obligations contained herein. No other disclosure is permitted without our prior written consent. The obligations of confidentiality set forth in this Section 4 shall survive any termination of the license provided for the Beta Services.

#### 5. Compliance with Laws.

You hereby represent and warrant that during the term of the Agreement, you are in compliance and will maintain compliance with all applicable Federal, State and local laws relating your use of the Services, and its features and functionality, 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 the Telephone Consumer Protection Act, the CAN-SPAM Act, state consumer privacy acts, and all other applicable laws and regulations concerning privacy, telecommunications, and the sending of electronic messages, each as may be hereafter modified. You agree you are solely responsible for your own compliance in ensuring that all communications that you make using the Services comply with all such applicable laws and any messaging policy we may post or provide to you.

#### 6. Charges and Fees; NO REFUNDS

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

A. You agree to pay the charges and fees previously disclosed to you by us, applicable taxes, and other charges and fees incurred in order to access the Services. If you are purchasing attachment services only or attachment and encrypted mail services only, 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 the 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 the 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 or 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 in accordance with your subscription term, unless you terminate or cancel your subscription at least seventy-two (72) hours before the relevant billing period begins pursuant to Section 7 below. If you purchased attachment services and/or encrypted email services only prior to May 7, 2021, any applicable registration, set up or similar fees, (i) for annual subscription fees will be charged at the end of the month of registration and thereafter annually in advance and (ii) monthly subscription fees will be charged, subject to the terms of any promotion, on the last day of each month for which billable services are incurred. For any and all products and services purchased on or after May 7, 2021, any applicable registration, set up or similar fees will be billed monthly or annually in advance, as applicable, after the expiration of any promotional period. 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 collect on 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 tax identification information as described in Section 6.A. 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 the 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 acknowledge that our systems utilize databases containing information regarding patient eligibility and coverage. The accuracy of any such information is the responsibility of the insurance carriers only. We do not take responsibility and are not liable for any inaccuracies. Regardless of the features or functionality of our Services, you agree and understand that you are solely responsible for reviewing all information you supply to the insurance carriers prior to submitting and, in all respects, for all information you’ve supplied to the insurance carriers. We have no responsibility or liability to you or your patients for any incorrect information supplied by you. The information provided by you is subject to periodic post payment audits by the insurance carriers. The insurance carriers have the right to review and copy your records and related billing information. A copy of the Agreement will be made available to the insurance carriers, if requested.

F. 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.

G. You agree that all fees and charges assessed by us are nonrefundable, regardless of the length of your prepaid subscription term, 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, any sign up (i.e., registration) fee, any annual fee and the full subscription term subscription fee, (regardless of whether you used the Services during that period).

H. If your check is returned or your 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 the Agreement, of at least \$50.00 per returned check or denied transaction. If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by statutory law, whichever is lower, and/or (b) we may condition future subscription renewals on payment terms shorter than those specified in your original subscription term. No post-dated checks will be accepted.

#### 7. Term of Subscription; Cancellation of Subscription

Subscriptions are for the term you registered for pursuant to the Purchase Documentation. Subscriptions will automatically renew for additional periods equal to the original subscription term unless we or you cancel the subscription. When offered by us, certain Services may allow for you to add features, additional Services, or register to upgrade subscriptions for Services. If you choose to upgrade your Services subscription during your subscription term, any increase in subscription charges associated with such upgrade will be prorated over the remaining period of your then current subscription term and will be charged and due and payable upon implementation of such upgrade. In any future renewal subscription term, your subscription fees will reflect any such upgrades.

We or you may terminate or cancel your subscription to the Services at any time and such termination or cancellation shall be effective upon the end of your then-current subscription term. 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 the Agreement or our enforcement or application of the 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 to the Services 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 subscription fee for such billing period and are not entitled to a refund of that final subscription fee. Any applicable transactional fees incurred by you prior to and up to date of cancellation will be billed in arrears within 30 calendar days of the date of cancellation in accordance with our standard billing periods. We reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect.

8. Storage of Your Information. If you are using attachment Services, unless otherwise agreed to by us and you in writing, if you have fully paid all amounts due and owing by you under the Agreement, we will store 13 months of attachments data sent and/or stored by you using the attachment Services, said attachment 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. Attachment data will be automatically deleted on a rolling monthly basis so that all attachment data older than 13 months is

deleted. For example, attachment data stored as of April 1 of the current year will be deleted as of May 1 the following year, and attachment 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. ATTACHMENT 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 ATTACHMENT DATA WILL BE STORED LONGER THAN 13-MONTHS. YOU ARE SOLELY RESPONSIBLE FOR ANY ATTACHMENT DATA BACKUP AND STORAGE BEYOND THE 13-MONTH PERIOD. In the event you fail to pay any amounts owed under the Agreement, in addition to any other rights and remedies available to us, we shall not be obligated to store any attachment data sent and/or stored by you using the attachment Services, and we may delete any and all attachment data then being stored by us, in our sole discretion.

<b>Attachment data Stored as of</b>	<b>Will be Deleted as of</b>
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

#### 9. Availability of the Services

We will (a) make the Services available to you pursuant to this Agreement, (b) provide you with access to our then current online or email support or other standard support, and (c) use commercially reasonable efforts to ensure availability consistent with, but not beyond, what is provided by our third-party service providers, except for: (i) planned downtime and weekly regular maintenance downtime (ii) any unavailability caused by circumstances beyond our reasonable control, including but not limited to, an act of God, act of government, war, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, telecommunications network or electrical failures, delays involving hardware or software not within our possession or control, network intrusions, or denial of service attacks (iii) any downtime associated with your integrations or your use of Services, (iv) lack of availability and use of Services due to technology of third-party providers, as the Services are dependent upon technology from 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. The Service may not be available in all areas.

#### 10. Secure Email Feature

Where the Services include your use of our Secure Email feature, you understand and acknowledge that such feature does not represent email is entirely secure or that such services include security measures

beyond those previously disclosed to you. Our Secure Email feature facilitates secure email transmissions and includes key functionality and mechanisms to protect your data by emails encrypted at rest; data not transmitted via SMTP; delivery revocation; auto-expiration for access to data; recipient authentication; and, read receipts. Where integrated with certain practice management systems, we limit storage of data to data hashes, the transfer of data to us via encrypted channels, and encrypt practice management login credentials. While these measures are designed to protect your data privacy and provide you tools towards compliance, we do not guarantee that all email transmissions are completely secure or error free.

#### 11. 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 the Agreement by this reference.

#### 12. 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.

#### 13. Links

The 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.

#### 14. 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.

#### 15. 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 THE AGREEMENT.

#### 16. 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 THE AGREEMENT OR OUT OF ANY SERVICES PERFORMED UNDER THE AGREEMENT SHALL NOT IN THE AGGREGATE EXCEED THE EQUIVALENT OF THREE (3) MONTHS OF YOUR THEN-CURRENT FEES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE SHALL HAVE NO LIABILITY OR OBLIGATION TO YOU FOR ANY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, NOR SHALL OUR SUBSIDIARIES AND AFFILIATES HAVE ANY LIABILITY OR OBLIGATION TO YOU FOR ANY DAMAGES OF ANY KIND OR NATURE WHATSOEVER FOR ANY AND ALL CAUSES ARISING OUT OF THE SERVICES FOR TESTING PURPOSES UNDER THE AGREEMENT.

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.

17. 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 the 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.

18. Governing Law and Choice of Forum

The 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 the 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.

19. 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 the 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 the 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 address 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 or if available, through the Services. 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 the Agreement, and for complying with all applicable Indirect Tax laws.

20. 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 16, 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 the Agreement. The 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 the Agreement, or to exercise any right under the 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. The relationship between you and us is that of independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship. Our rights hereunder which by their nature would continue beyond the termination of this Agreement or expiration shall survive. This includes, by way of example but not limitation, your obligations, and our rights, regarding fees and payment, proprietary rights and licenses, disclaimers, indemnification, and limitation of liability

Except as otherwise provided in the first paragraph of this Section 20, the Agreement constitutes the entire agreement between you and us with respect to the subject matter of the Agreement and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of the Agreement. The 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. together with its subsidiaries, doing business as Vyne Dental<sup>2</sup>, 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:

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<sup>2</sup> 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 “E PHI”) 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 E PHI agrees to implement substantially the same safeguards and other measures to protect such E PHI 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.

1. 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; and (d) de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and use and disclose such de-identified information for any lawful purpose. 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.