

PLEASE READ THESE TERMS AND CONDITIONS (AS AMENDED FROM TIME TO TIME, THIS "AGREEMENT") CAREFULLY BEFORE ACCESSING AND/OR USING THE SERVICES (DEFINED IN SECTION 1 BELOW). THIS AGREEMENT IS BETWEEN THE ENTITY OR INDIVIDUAL SUBSCRIBING FOR AND/OR ACCESSING THE SERVICES, WHETHER VIA ONLINE REGISTRATION, WRITTEN EXECUTED PURCHASE ORDER, OR OTHER DOCUMENTED MEANS ("CUSTOMER," "YOU," OR "YOUR") AND NATIONAL ELECTRONIC ATTACHMENT, INC., A DELAWARE CORPORATION DOING BUSINESS AS VYNE DENTAL, TOGETHER WITH ITS APPLICABLE SUBSIDIARIES (AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, "VYNE DENTAL," "WE," "OUR," OR "US").

BY ACCESSING OR USING ALL OR ANY PORTION OF THE SERVICES, YOU REPRESENT AND ACKNOWLEDGE (I) YOUR AGREEMENT WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE ACCEPTANCE OF THE PURCHASE DOCUMENTATION (DEFINED BELOW), AND (II) THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON YOUR OWN BEHALF OR ON BEHALF OF THE LEGAL ENTITY IN YOUR CAPACITY AS AN EMPLOYEE, OFFICER, DIRECTOR, AGENT, OR AUTHORIZED PURCHASING AGENT OF THE LEGAL ENTITY, WITH REQUISITE AUTHORITY TO BIND SUCH LEGAL ENTITY. IF YOU ENTER INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU ACKNOWLEDGE AND AGREE THAT "CUSTOMER," "YOU," OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT, AND ARE NOT PERMITTED TO, ACCESS OR USE THE SERVICES, AND YOU MUST CEASE USE OF AND ACCESS TO ALL OR ANY PORTION OF THE SERVICES IMMEDIATELY.

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. Upon your first access to, or use of, any portion of the Services after we make any change(s) to the Agreement which we have communicated to you in writing (whether by email, physical mail, posting on our website, log-in page, or end user messaging or in-product messaging within the Services), you understand that you agree to the Agreement as modified and updated. If you do not agree to the changes to the Agreement, you should not, and are not, permitted to access or use the Services and you should cancel your account or subscription with us, as applicable, subject to and in accordance with the terms hereof.

1. Services; Purchase Documentation; Scope of Agreement

This Agreement constitutes a binding contract on you and applies to products and/or services, including any content, information, images, applications, software, systems, features, materials, or other technology or documentation included in or as part of such products and/or services (collectively, the "Services") that you have purchased pursuant to a signed or electronically accepted purchase order or registration form ("Purchase Documentation"). By you clicking a box indicating your acceptance in the registration process for the Services, such as clicking "I agree," "I agree to these terms and conditions," "I understand and agree; subscribe now," or words or phrases of similar import, you acknowledge that you have been presented with a copy of this Agreement, have had the opportunity to review this Agreement, understand the Agreement and you agree to the terms of this Agreement between us and you.

2. Limited License to Use Software; Third Party Providers

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. 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.

In certain cases, some of the Services we provide to you may include third party products, applications, services, software, networks, systems, websites, and/or other information or proprietary materials of third parties which the Services links to, which are integrated into the Services, or which you may connect to or enable in conjunction with the Services (“Third Party Providers”). With respect to any Third Party Provider’s products or services offered in connection with the Services, such Third Party Provider’s terms and conditions linked and set forth in this Agreement are expressly incorporated into and made part of this Agreement as if set out in full herein. Other Third Party Providers may require you agree to their applicable terms and conditions directly with them prior to accessing and/or using their products and services through our Services. You understand and acknowledge that by agreeing to the terms and conditions of this Agreement you are also agreeing to the Third Party Provider’s terms and conditions which are expressly incorporated herein and applicable to the extent you access and/or use such Third Party Provider’s products and services through the Services. Except with respect to your subscription term for the Services between you and Vyne Dental, payment for the Services which are between you and Vyne Dental, and applicable support services for the Services which are between you and Vyne Dental, the Third Party Provider terms and conditions shall control and supersede with respect to such Third Party Providers’ products and services in the event of any conflict between the terms of any Third Party Provider’s terms and conditions and the terms of this Agreement.

Stripe, Inc. (“Stripe”), OpenEdge Payments, LLC (“GPI”), and Pearl, Inc. (“Pearl”) are Third Party Providers. Stripe and GPI products and services are available through the Services in connection with payments services offered by Vyne Dental through your subscription to the Services. Vyne Dental has licensed portions of Pearl’s technology platform to assist in providing Vyne Dental’s Image Sync application and feature through the Services.

As a condition of Vyne Dental enabling payment processing services and other payment services through Stripe, you agree that you shall provide accurate and complete information about you and/or your legal entity and business, and you hereby authorize Vyne Dental and/or Stripe, as applicable, to share such business information as well as transaction information related to your use of the payment processing services with one another. By registering an account with Stripe and/or continuing to access the payment services through Vyne Dental’s Services, you agree to and shall be bound by the Stripe Connected Account Agreement found here: <https://stripe.com/legal/connect-account>, which includes the Stripe Terms of Service found here: <https://stripe.com/legal/ssa> (collectively, the “Stripe Services Agreement”). Additionally, when you provide personal data in connection with the payments processing services, Stripe receives that personal data and processes it in accordance with Stripe’s Privacy Policy located here: <https://stripe.com/privacy>.

In the event your Services with Vyne Dental include Vyne Dental’s Image Sync application or feature, you agree that by registering for a subscription for Services with Vyne Dental that includes the Image Sync application or feature and/or continuing to access the Image Sync application or feature through Vyne Dental’s Services, you agree to and shall be bound by Pearl’s master services agreements found here: [https://pearl-legal-agreements.s3.amazonaws.com/Pearl+MSA+-+Including+Image+Sync+\(04.29.24\).pdf](https://pearl-legal-agreements.s3.amazonaws.com/Pearl+MSA+-+Including+Image+Sync+(04.29.24).pdf).

Any third party products or services which you purchase direct from, or subscribe to directly with, any third party, including any partner or Third Party Provider of Vyne Dental, which are not in scope of this Agreement as not available through the Services, or which are not provided by Vyne Dental, not controlled by Vyne Dental, or not made part of the Services provided by Vyne Dental, shall be solely governed by your agreement with such third party, and Vyne Dental shall have no liability to you, or any such third

party, which respect to such third party's independently provided products and services.

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 and 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. Customer Authorization for Third-Party Access and Data Exchange.

Customer expressly authorizes Vyne Dental, and grants Vyne Dental full agency and authority on Customer’s behalf, to request, access, retrieve, use, and export Customer Data, including without limitation patient health information, billing records, scheduling data, insurance data, and any related information—from any and all third-party platforms, vendors, and systems (including without limitation dental practice management systems) where such data is stored or maintained for purposes of Vyne Dental providing subscribed services to Customer. This authorization is granted solely for the purpose of enabling Vyne Dental to provide its healthcare information exchange and related services under this Agreement.

Customer further consents to and hereby authorizes Vyne Dental to send written data access and interoperability requests directly to third-party vendors, platforms, or custodians of such data on Customer’s behalf. This includes, without limitation, correspondence and access requests made in accordance with applicable federal and state laws and regulations governing healthcare interoperability, including the 21st Century Cures Act and its implementing rules.

In connection with the foregoing, Customer agrees to execute and deliver any documents, letters of authorization, forms, or certifications reasonably requested by Vyne Dental or required by third-party vendors to facilitate or validate such data access requests, including documents evidencing Vyne Dental’s authorization to act on Customer’s behalf. Customer further agrees to cooperate in good faith with Vyne Dental in satisfying any procedural or evidentiary requirements imposed by third-party vendors for granting access to the requested data. Customer acknowledges and agrees that, as between Customer and Vyne Dental:

- (i) Customer retains sole ownership of all patient information, billing records, scheduling data, and other data maintained in third-party systems related to Customer’s practice (“Customer Data”);
- (ii) Customer has all necessary rights, consents, and authority to grant Company the rights set forth herein, including the right to authorize access to and use of the Customer Data by Vyne Dental; and
- (iii) Customer’s authorization of Vyne Dental’s access to Customer Data, and Vyne Dental’s collection and use of such data, do not violate any agreements between Customer and third-party vendors or any applicable law or regulation.

Customer further acknowledges that Vyne Dental shall have the right, but not the obligation, to store, process, and export the accessed Customer Data as reasonably necessary to provide the services under this Agreement, subject to the terms herein and Vyne Dental’s applicable privacy and security policies.

5. 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 5, the terms of this Section 5 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 be 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 5. 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 5, “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 5 shall survive any termination of the license provided for the Beta Services.

6. 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.

7. Fees and Payment; Subscription Information and Financial and Other Responsibilities of Customer

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. You acknowledge and agree that we will charge you for each of your Enrolled Offices for certain applicable Services. 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 electronic mail (email), end user messaging within your Services or in-product notices, or such other written means as we may deem appropriate from time to time (including conventional mail).

C. You agree to pay for the Services as set forth herein and you understand that the Services are provided to you on a subscription basis, which, in exchange for your payment of the Services subscription fees, provides you with the ability to access and use the Services for a designated subscription term period (e.g. monthly or annually). You agree that your subscription is purchased for the entire applicable subscription term, whether monthly or annually, and there are no full or partial refunds in the event you elect to cancel your subscription for Services at any time during your current subscription period. By registering for the Services and agreeing to the Purchase Documentation, you authorize us to automatically charge and debit your credit or debit card, bank account or other account acceptable to us on file in accordance with your applicable subscription term start date and subscription term cadence (e.g. monthly or annually). Your subscription will automatically renew for additional periods equal to the original subscription term unless your subscription has been cancelled prior to renewal. In order to avoid charges for a renewal subscription term period, you must timely cancel your subscription in accordance with Section 9 below before your Services subscription term renews. You expressly authorize us to automatically debit your card or account on file for any applicable registration fees, set up fees, or other one-time fees, upon your registration of the Services and agreement to the Purchase Documentation. Your Services subscription or other recurring subscription fees will be due and automatically debited as of the date of registration for the Services and, unless you have cancelled prior to the subscription renewal date, on each subscription renewal date (whether annual or monthly, as applicable)

thereafter. In the event we cannot collect fees owed by you on your account, we reserve the right to immediately suspend and/or terminate your access to and use of all or any portion of the Services, including any of your Enrolled Offices.

D. 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 that may be necessary for you to access the Services.

E. 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, bank account information) and tax identification information, and to allow us to share your Subscription Data with third parties for the purpose of verifying the information you provide and debiting your credit card or 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).

F. 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.

G. 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 or account 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.

H. If any transaction or attempt to debit your card or account on file 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 denied transaction. If any invoiced amount is not received by us by the invoice 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.

8. Term of Subscription

Each subscription is for the term you registered for pursuant to the Purchase Documentation (for example, a monthly subscription or an annual subscription). Your subscription(s) will automatically renew for additional periods equal to the original subscription term unless your subscription has been cancelled in accordance with the provisions set forth in Section 9 immediately below.

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. Upon renewal of your subscription term, your subscription fees will reflect any such upgrades.

9. Cancellation of Subscription

You may cancel your subscription to the Services at any time within our Services platform through a simple self-service process:

Login to your Services platform>click on 'Billing and Subscription' under the Chevron drop-down on the right next to your user name>click 'Manage Plan'>click 'Cancel Plan'.

Certain standalone products or Services which are not available to be cancelled within the Services platform, can be cancelled by contacting us at 866-712-9584 and notifying the agent that you wish to cancel. Cancellation will take effect immediately upon your request, whether by self-service or by call-in, however, your access to the subscription Services will continue until the end of your current paid term (monthly, annual, or otherwise) and no refunds or credits will be provided for the remainder of that subscription period, even if you cancel before the end of the term. The effective termination of your subscription will be the last day of the current subscription period and we will not charge you for any new billing cycle after your cancellation request is submitted. We will send you a written confirmation of your cancellation (via email or in-app message) promptly after receiving your request. This will include the date of your request and the effective date of termination.

If you do not cancel your subscription, you understand and agree that your Services subscription will automatically renew for additional periods equal to the original subscription term (e.g. monthly, annually), and you will be fully responsible for the then current subscription fee for such renewal term, without any right to a refund.

Upon effective termination of your Services subscription, any applicable transactional fees incurred by you prior to and up to date of termination may be billed in arrears within thirty (30) calendar days of the date of termination in accordance with our standard billing periods. We reserve the right to collect fees, surcharges, or costs incurred before the effective termination of your Services.

If you purchased your subscription through a third-party platform or authorized vendor or reseller of Vyne Dental, you must cancel directly through such platform or such party in accordance with its policies. We cannot cancel subscriptions purchased through third parties.

You understand and agree that the cancellation and termination of your Services 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 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 in writing from time to time.

10. Storage of Your Attachments Data

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 may 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 may be deleted as of May 1 the following year, and attachment data stored as of May 1 of the current year may be deleted as of June 1 of the following year, etc. A schedule of data purge dates for data older than 13 months that may be deleted is provided below. ATTACHMENT DATA CURRENTLY STORED BY US THAT WAS NOT SUBMITTED WITHIN THE PREVIOUS 13-MONTH PERIOD MAY BE DELETED AND MAY NO LONGER BE AVAILABLE. 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.

Attachment 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

11. Vyne Dental Payments Services

This Section 11 is applicable to you if you enroll or otherwise access or use payments services through your Services subscription with Vyne Dental. In addition to the terms and conditions set forth in this Section 11, if you enroll or otherwise access or use payments services through your Services subscription with Vyne Dental, you also agree to the terms and conditions set forth in Schedule A titled ‘Vyne Dental Payments Services Addendum’ attached hereto and incorporated herein.

Through its Third Party Providers, Vyne Dental provides a payment processing platform and point-of-care application that offers Customer Enrolled Offices the ability to process and record payments at their office via credit card, debit card, and ACH, and create & manage in-house financing for treatment plans

("Payments Service"). Additionally mobile pay allows Customers the ability to send payment requests and invoices via email and text message, allowing patients to log into a secure online portal to pay their invoice ("Mobile Pay").

If you sign Purchase Documentation for the Payments Service and Card Present Transactions, you will be required to purchase a minimum of one (1) Payments Service Tablet Device ("Device") per Customer Enrolled Office. You may elect to purchase additional Devices, but each additional Device requested by you will be charged to you at the per Device fee set forth in your Purchase Documentation. Vyne Dental, in its sole discretion, may require Customers purchase the Device(s) direct through Stripe or another designated third party.

By executing Purchase Documentation for the Payments Service or Mobile Pay you authorize Vyne Dental and its designees to charge the fees set forth in such Purchase Documentation by subtracting them from the amounts processed through Vyne Dental that are paid to you by or on behalf of your patients ("Patient Payments") and crediting the net amount to your bank account, once they have settled (normally two business days) using the information Vyne Dental or its designee has on file for such account. This process will occur every business day and based on the time period established by Vyne Dental (the "Payment Period"). If the fees incurred during a Payment Period exceed the Patient Payments during the same Payment Period, you authorizes Vyne Dental or its designee to debit funds from your bank account on file for the amount of the remaining fees due or debit unpaid fees from future Patient Payments. You acknowledges and agree that Device Fees are due and payable on the first day of the next earliest month following your bank account being active and on file. Additionally, you authorize Vyne Dental or its designee to debit funds from your bank account on file in the amount of the applicable Device fees set forth in your Purchase Documentation on such date.

For the avoidance of doubt, you acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the rules of the National Automated Clearing House Association. This authorization can be revoked by calling 1(646) 681-3776. If you revoke this ACH authorization, you will be required to provide another form of payment to continue receiving the Vyne Dental Payments Service.

Unless expressly set forth otherwise in your Purchase Documentation, the Payments Service term is independent of your core product Services subscription term and regardless of whether your subscription is on a monthly or annual subscription term, you understand and acknowledge that the Payments Service term is as set forth in this Section 11. Unless expressly set forth otherwise in your Purchase Documentation, the Payments Service will commence upon registration and shall continue for an initial term of twelve (12) months. Thereafter, the Payments Service term shall automatically renew for additional consecutive twelve (12) month periods unless you provide Vyne Dental written notice of non-renewal at least sixty (60) days prior the end of the then current Payments Service term. Unless the Payments Service is terminated earlier by Vyne Dental pursuant to the terms of this Agreement or your Purchase Documentation, if the Payments Service is terminated early by you, you agree that you shall pay an early termination fee of \$395.00 per Customer Enrolled Office ("ETF") immediately upon the date of such termination. You hereby authorize Vyne Dental to deduct the ETF from your Designated Account(s), or to otherwise withhold the ETF from amounts due to you in connection with the Payments Services. You acknowledge and agree that the ETF is not a penalty, but rather is a reasonable estimate of Vyne Dental's financial losses in light of your early termination.

12. Vyne Dental Plans

This Section 12 is applicable to you if you enroll or otherwise access or use the Vyne Dental Plans through your Services subscription with Vyne Dental. In addition to the terms and conditions set forth in this Section 12, if you enroll or otherwise access or use the Vyne Dental Plans through your Services subscription with Vyne Dental, you also agree to the terms and conditions set forth in any separate Participating Provider

Agreement between you, Vyne Dental, and Vyne Dental's partner, Subscribili.

Vyne Dental plan(s) are NOT INSURANCE. It is a licensed discount savings plan offered by participating providers. Subscribers in good standing with their subscription fees are eligible to receive transparent, subscriber-only discounts from the normal retail fees at participating offices. The plan subscriber is obligated to pay for all services other than the discount afforded by the subscription plan. Our partner, Subscribili, does not make payments directly to providers for services rendered to plan subscribers. Before purchase and upon request, Subscribili will provide a comprehensive list of all participating providers, including their names, cities, states, and specialty categories, within the service area of a plan subscriber. Plan details, retail fees, and member savings may vary by plan, provider, and/or dental office. The plan is not a qualified health plan under the Affordable Care Act. The plan does not meet the minimum creditable coverage requirements under the MGL C 111M and the 956 CMR 5.00. The Discount Medical Plan Organization ("DMPO") and plan administrator is Subscribili Inc., 5900 Balcones Drive, Suite 100, Austin, TX 78731. To contact customer service, please call (833) 366-8963 or email: care@subscribili.com.

13. 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.

14. Secure Email Feature

Where the Services include your use of our Secure Email feature, you understand and acknowledge that such feature does not represent that 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. You agree that where the Secure Email feature is included in your Purchase Documentation, or is included in your Services subscription, your use of the feature only includes up to five (5) users without incurring additional charges. If at any time you exceed five (5) users for the Secure Email feature, you acknowledge and agree that you shall be responsible for the fees for such additional users with each additional user automatically charged to your account at \$5.00 per user per month.

15. Business Process Outsourcing or Contractors

You agree that we have the sole discretion over how we provide the Services to you as agreed, including our right to contract some aspects or portions of our Services out to our partners or other third party contractors.

Without limitation, examples may include our contracting temporary or permanent service support agents, including chat agents, to ensure ample customer service for the Services.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 expressly herein, 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 25, 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 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; 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.

SCHEDULE A – VYNE DENTAL PAYMENTS SERVICES ADDENDUM

This Vyne Dental Payments Services Addendum (“Addendum”) supplements the Agreement and is applicable to any Purchase Documentation entered into between you and Vyne Dental for either Mobile Pay or the Payments Service, as applicable. Capitalized terms used in this Addendum and not otherwise defined in this Addendum shall have the same meaning given to such term in the Agreement.

Any Purchase Documentation entered into by you and Vyne Dental will be effective as of the Purchase Documentation effective date set forth on such Purchase Documentation. Capitalized terms not defined in any Purchase Documentation are defined as set forth in the Agreement, as may be amended from time to time. If any terms conflict between any Purchase Documentation and the Agreement, the Purchase Documentation shall govern with respect to such specific conflicting terms. Any additional Purchase Documentation subsequently executed between you and Vyne Dental for additional services not listed in an Purchase Documentation, shall be under such terms as set forth in such Purchase Documentation applicable to such services. Any additional Purchase Documentation subsequently executed between the you and Vyne Dental that cover the specific services listed in any prior Purchase Documentation, unless otherwise noted explicitly thereon, supersede the prior Purchase Documentation with respect to such specific services effective as of the start date(s) listed on such later Purchase Documentation.

By signing Purchase Documentation for any of Vyne Dental’s payment services, you agree (i) to the terms of this Addendum, and you agree to use the Services set forth in such Purchase Documentation in accordance with, and subject to, this Addendum and the Agreement, and (ii) by registering an account with Stripe and/or continuing to access the Payments Service through Vyne Dental’s platform(s), you shall be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. In the event of a conflict between any term of this Addendum and any term in the Agreement, with respect to the Payments Service, the terms in this Addendum shall govern and control to the extent of the conflict.

1. Your Responsibilities and Obligations. In addition to any responsibilities and obligations in the Agreement, in connection with your registration, use and/or access to the payments services, you have the following responsibilities and obligations:
 - a. Customer Information: You are solely responsible for (i) any and all information, data, documents (e.g., payment, receipt, customer information, or credit documents, and repair and service documents), and settings you input into the services or otherwise to its customers, including but not limited to invoices, service-related data or information, service estimates, and third party products related to the services, and (ii) any and all customer payments or amounts paid to you. Vyne Dental shall have no liability or responsibility for the legality, accuracy or completeness of any information, data, documents (including but not limited to, any payment or service-related information pertaining to your customers) or settings that you input to the services or otherwise to customers. Vyne Dental shall have no liability or responsibility for any customer payments paid to you for any service or for the processing of such payments. You are solely responsible for inputting and processing the payments for any service as it relates to the services, the cost for any service and any and all other information or data provided by you to or through the services or otherwise to your customers, and complying with all applicable laws and regulations, including but not limited to deceptive practices laws. You shall consult with your own counsel concerning all laws that apply or may apply to your use of the services and/or to the information you enters into the services or otherwise to your customers. Vyne Dental has not, and will not, advise or counsel you as to content or applicability of any laws or regulations that may apply or that do apply to the services, your use of the services, information or data provided by you through the services, or otherwise to your customers. Vyne Dental makes no representation or warranty to you as to the legality, validity or enforceability of any aspect of

the services. You are solely responsible for collecting, reporting, and remitting all applicable taxes in connection with its provision of services to your customers to the appropriate tax authority. Vyne Dental is not responsible for determining whether any taxes apply, and Vyne Dental is not responsible for collecting, reporting, or remitting any sales, use, or similar taxes arising from any Customer performed service-related transaction. You are solely responsible for accepting or entering state use tax and dealer fees, as well as any other applicable taxes and fees into the services for the state in which you are doing business in order for the services to calculate service costs for a customer of yours. You are responsible to load, verify, approve, maintain, and update all required service information and related data. Any failure by you to comply with laws and regulations, including but not limited to those that regulate false or misleading deceptive or advertising practices, may, among other remedies, result in termination or suspension of your use of the services.

- b. License to do Business. At all times, you are solely responsible for maintaining all required licenses and other certifications to engage in your applicable business in every jurisdiction in which you conducts your business.
- c. Payment Services Platform.
 - i. You must enter the invoice details into the services platform.
 - ii. Access to the services and services platform will be limited to authorized users. You are responsible for: (1) all information you provide to Vyne Dental, or the services platform related to the services; (2) the security and safekeeping of your access credentials to the services; and (3) immediately reporting to Vyne Dental any known or suspected compromise of your access credentials for the services. You shall complete all enrollment and activation steps necessary before you and your authorized users have access to the services. You further covenant that you shall employ reasonable security measures to prevent internal and external breaches of your network security and unauthorized access to the services. You shall promptly notify Vyne Dental of each network security incident resulting in unauthorized access to the services or disclosure of personal information to unauthorized parties. In the event of a security incident, misappropriation, or other compromise of the security, confidentiality, or integrity of the services, you shall immediately take action to prevent any further compromise; promptly notify Vyne Dental of the security incident; at your own and sole cost, cooperate with Vyne Dental and take direction from Vyne Dental regarding notices to be sent to affected individuals, and indemnify, hold harmless, and defend Vyne Dental from and against any claims, damages, or other harm related to the incident. Notice to Vyne Dental under this provision shall be made to: Vyne Dental's Chief Security Information Officer at security@vynedental.com with a copy to Vyne Dental's Legal Department at legal@vynedental.com
- d. Payments Service Device Handling and Usage. In connection with the Payments Service or Card Present Transactions, you will be required to purchase at least one (1) Device and Vyne Dental will provide you with a Device, or upon your request, additional Devices. Pricing for such Devices are set forth in the Purchase Documentation and you agrees to:
 - i. Inspect each Device upon delivery to ensure it is deemed in good working order and condition. Unless you inform Vyne Dental of any Device being defective upon your inspection and within two (2) days of receipt of Device, you shall be deemed to have accepted such Device(s) in good working order and condition and Vyne Dental shall have no obligation to replace such Device(s) or issue a refund for such Device(s). Title

to Device(s) transfers to you FOB upon purchase of Device by you and at a shipping dock, and you undertake the sole responsibility to maintain Device in good working order and for any damages caused to Device after title has transferred and after acceptance in accordance herewith.

- ii. Undertake the sole obligation to maintain the Device in good working order and condition and comply in every respect with any additional terms and conditions related to the Device.
- iii. Undertake the sole obligation to pay for any cellular or Internet service required for the Device to access the Payments Service.
- iv. Not use the Device for any purpose other than as provided herein or in the applicable terms and conditions. To be clear, the Device shall not be used for any personal use or other business uses, including making telephone calls, sending electronic messages, searching the internet, using or downloading other applications or data unrelated to the Payments Service.
- v. Store, handle, and maintain the Device in a secure location solely at your business location during operating hours only and shall be maintained in a secured and locked location (e.g., a locked safe) during non-operating hours at your business location.

2. Employee Permissions.

Only your employees who have job duties and responsibilities for processing payments for your customers should utilize the services, and you are solely responsible for designated employee permissions and authorizations and whom you provides access to use the services, including access to the Payments Service Device. Only your employees who have read and agreed to adhere to the Agreement and any applicable services and Device terms and conditions may have access to the applicable services and/or Device.

3. Pricing and Fees.

As provided for in the Connected Account Agreement, your fees and pricing for the services will be negotiated and managed by Vyne Dental and included in Purchase Documentation. Your Purchase Documentation may be amended by Vyne Dental from time to time upon prior notice to you. By using the services, you agrees to the terms of the Purchase Documentation applicable to you. You shall be responsible for all fees and charges related to the services, including the transaction fees listed in the Purchase Documentation. Upon termination of your use of the services, you shall be responsible for all fees and charges for the services you accessed or used prior to an through such date of termination.

4. Miscellaneous.

You shall not mandate that your customers pay for any services or products with the Payments Service Device or through the Payments Service or Mobile Pay. You are solely responsible for preparing and completing documents relating to any and all service-related transactions (e.g., payment invoices and documents, service orders), and configuring settings made available to you through the services. You shall reasonably participate in issue and feedback meetings with Vyne Dental regarding the performance of the Payments Service Device and services.

5. Vyne Dental Responsibilities.

Vyne Dental will not be a seller of any service or product to your customers through the services, nor will Vyne Dental otherwise be a participant in any sale of services or any other products to your customers, nor will Vyne Dental be or act as agent for Stripe or GPI, you, or any of your customers, for any purpose.

Any and all services performed by you shall be between you and your customer. Vyne Dental will not be responsible for resolving any disputes between you and any of your customers related to or arising out of any transaction that transpires through the services or otherwise. You shall promptly resolve any and all disputes with your customers on your own in a fair and equitable manner. Any software, Device, and communication interfaces provided or licensed to you are provided on an “AS AVAILABLE” “AS IS” basis and subject to the warranty disclaimer, Device manufacturer warranties, and related terms contained herein and in the Agreement.

Vyne Dental will pay directly to Stripe, Inc. any of your applicable fees as provided for in the Purchase Documentation and the Agreement. Vyne Dental has the right, but not the obligation, to monitor any activity and content associated with the Payments services and investigate and audit your activity and content associated with the payments services, as Vyne Dental deems appropriate. Vyne Dental also may investigate any reported violation of the Agreement or its policies, and any complaints, and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspending, or terminating your use of and access to the payments services.

6. Stripe’s Acquire Disclosure. Payment services are powered by Stripe, Inc. Stripe, Inc. is a Payment Facilitator and/or ISO of:

- Cross River Bank, 2115 Linwood Avenue, Fort Lee, NJ 07024, info@crossriver.com or +1-201-808-7000 (Payment Facilitator and ISO),
- Goldman Sachs Bank USA, 200 West Street, New York, New York 10282, txb-client-service@gs.com or +1-212-902-2000 (Payment Facilitator),
- PNC Bank, N.A., 1600 Market Street, 8th Floor, Pittsburgh, PA 19103, +1-800-PNC-BANK (Payment Facilitator and ISO), and
- Wells Fargo Bank, N.A., P.O. Box 6079, Concord, CA 94524, +1-844-284-6834 (Payment Facilitator and ISO).