

Last Updated: June 22, 2026

This version supersedes all prior versions of these Terms and Conditions.

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. We will notify you of any changes to the Agreement by communicating the same 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). Upon your next login to the Services following any modification, you will be presented with the updated Agreement and required to affirmatively accept its terms before accessing the Services. Your affirmative acceptance constitutes your agreement to the Agreement as modified. 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, non-exclusive,

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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, with respect to such third party's independently provided products and services. Vyne Dental is not responsible for the availability, accuracy, or content of any external websites or resources linked from or accessible through the 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 ("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 a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to 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, Data Access, and Automated Services. Customer acknowledges and agrees that the Services may utilize a combination of Vyne Dental personnel, third party service providers, contractors, subprocessors, technology partners, artificial intelligence technologies, machine learning technologies, robotic process automation technologies, workflow automation tools, integrations, and other technologies to provide, support, secure, maintain, improve, and enhance the Services. Customer authorizes Vyne Dental to use such resources and technologies as reasonably necessary to provide the Services in accordance with this Agreement.

4.1 Third Party Access and Data Exchange Authorization. Customer expressly authorizes Vyne Dental and its affiliates, contractors, subcontractors, Third Party Providers, technology partners, and service providers to access, retrieve, receive, use, transmit, store, process, synchronize, export, and exchange Customer Data from third-party software systems, practice management systems, payers, clearinghouses, payment processors, healthcare technology platforms, and other systems designated or authorized by Customer as reasonably necessary to provide the Services. Customer appoints Vyne Dental as its authorized agent solely for the purpose of accessing such third-party systems and retrieving, processing, transmitting, and utilizing Customer Data on Customer's behalf in connection with the Services. Customer further authorizes Vyne Dental to communicate directly with third-party vendors, payers, clearinghouses, software providers, and data custodians on Customer's behalf as reasonably necessary to obtain, exchange, validate, synchronize, or process Customer Data required for the Services.

Customer agrees to execute and deliver any documents, letters of authorization, forms, certifications, consents, or other documentation reasonably requested by Vyne Dental or required by third parties to facilitate, verify, or validate Vyne Dental's authority to access and use Customer Data. Customer may provide usernames, passwords, authentication tokens, API credentials, or other access credentials necessary for Vyne Dental to access authorized third-party systems ("Access Credentials"). Customer authorizes Vyne Dental to use such Access Credentials solely to perform the Services on Customer's behalf. Customer represents and warrants that it has the right to provide such Access Credentials and authorize such access. Vyne Dental will use commercially reasonable administrative, technical, and physical safeguards to protect Access Credentials and Customer Data in accordance with applicable law and Vyne Dental's security practices.

Customer acknowledges and agrees that: (a) Customer retains ownership of Customer Data; (b) Customer possesses all rights, permissions, consents, and authority necessary to grant the rights and authorizations contained in this Agreement; (c) Customer's authorization of Vyne Dental's access to and use of Customer Data does not violate any applicable law or agreement binding upon Customer; (d) Vyne Dental may store, process, transmit, synchronize, export, analyze, and otherwise use Customer Data as reasonably necessary to provide,

support, secure, maintain, improve, and enhance the Services; and (e) Vyne Dental may disclose Customer Data to its affiliates, contractors, subcontractors, Third Party Providers, technology partners, and service providers as reasonably necessary to provide the Services, subject to applicable confidentiality, privacy, security, and regulatory obligations.

Customer acknowledges that third-party systems are operated by independent providers not controlled by Vyne Dental. Vyne Dental does not guarantee the continued availability, compatibility, performance, or accessibility of any third-party system and shall not be responsible for restrictions, limitations, access changes, outages, or other actions taken by third-party system providers.

4.2 Artificial Intelligence Services. Certain Services may utilize artificial intelligence, machine learning, predictive analytics, generative technologies, or similar technologies (collectively, "AI Services") to assist Vyne Dental in providing, supporting, maintaining, securing, improving, and enhancing the Services. Customer authorizes Vyne Dental and its Third Party Providers to utilize AI Services in connection with Customer's authorized use of the Services and the processing of Customer Data as contemplated by this Agreement. Customer acknowledges that AI-generated outputs, recommendations, classifications, summaries, predictions, analyses, and similar outputs may contain inaccuracies, omissions, or errors and should not be relied upon as the sole basis for business, financial, billing, operational, compliance, clinical, or patient-care decisions. Customer remains solely responsible for reviewing and validating information generated through AI Services before acting upon such information. Nothing in this Section authorizes Vyne Dental to sell Customer Data or Protected Health Information. To the extent any AI Services involve the processing of Protected Health Information, Vyne Dental shall ensure that applicable Third Party Providers are subject to appropriate Business Associate Agreements or equivalent HIPAA-compliant data processing obligations prior to such processing.

4.3 Automated Processing and Robotic Process Automation. Customer acknowledges and agrees that Vyne Dental may utilize robotic process automation, software bots, workflow automation tools, APIs, integrations, scripts, automated agents, user interface automation, screen interaction technologies, browser automation, desktop automation, and similar technologies (collectively, "Automated Processing Tools") in connection with the Services. For the avoidance of doubt, Automated Processing Tools include technologies that interact with third-party systems and applications through their graphical user interface, web browser interface, or desktop application interface in a manner that replicates or simulates human user interaction, including navigating screens, reading and entering data, clicking interface controls, and performing workflows within an active application session, without requiring API-level or direct data-layer access.

Customer expressly authorizes Vyne Dental to utilize Automated Processing Tools to access, retrieve, transmit, process, organize, synchronize, submit, monitor, reconcile, update, exchange, and otherwise interact with Customer Data and authorized third-party systems in order to provide the Services. Customer acknowledges that Automated Processing Tools may perform actions automatically without contemporaneous human review of each individual transaction, communication, submission, workflow event, or processing activity, including where such tools are operating within a graphical user interface or active application session. Customer remains responsible for the accuracy of Customer Data, instructions, configurations, permissions, and business rules supplied to the Services. Vyne Dental may modify, suspend, discontinue, replace, update, or enhance Automated Processing Tools as part of the ongoing operation, maintenance, security, compliance, support, or improvement of the Services.

Customer represents and warrants that its authorization of Vyne Dental's access to and interaction with third-party systems, including by means of Automated Processing Tools, robotic process automation, UI automation, screen interaction, browser automation, or desktop automation technologies, does not violate the terms of service, acceptable use policies, or contractual obligations governing Customer's use of such third-party systems.

4.4 Data Rights; Usage Data; Derived Data; Artificial Intelligence; Ownership and Commercialization. For purposes of this Agreement:

"Customer Data" means all information, data, content, records, files, documents, communications, images, patient information, Protected Health Information, payment information, account information, uploaded content, and other materials submitted, uploaded, transmitted, stored, processed, or otherwise provided by or on behalf of Customer through the Services.

"Usage Data" means information generated from, relating to, or derived from Customer's or its users' access to, use of, interaction with, operation of, or navigation within the Services, including user activity, clickstream data, workflow activity, feature utilization, transaction activity, engagement metrics, configuration settings, operational patterns, user preferences, device information, browser information, log data, session information, and other usage-related information.

"System Data" means technical, diagnostic, telemetry, operational, performance, monitoring, support, maintenance, security, audit, error, troubleshooting, infrastructure, service-performance, and platform-related information generated by or relating to the Services.

"Derived Data" means information, insights, analyses, trends, statistics, reports, models, outputs, predictions, recommendations, benchmarks, analytics, metrics, learnings, enhancements, improvements, or other information generated from, based upon, resulting from, or derived from Customer Data, Usage Data, System Data, or operation of the Services, provided such information does not identify Customer, any patient, or any other identifiable individual.

"De-Identified Data" means information that has been de-identified, anonymized, aggregated, or otherwise processed such that it does not identify and cannot reasonably be used to identify Customer, any patient, or any individual, including information de-identified in accordance with applicable law and HIPAA where applicable.

"AI Services" includes all artificial intelligence, machine learning, predictive analytics, large language model, generative AI, neural network, automated decision-support, algorithmic, and similar technologies utilized by Vyne Dental or its service providers.

"AI Outputs" means any output, recommendation, classification, summary, analysis, prediction, insight, report, response, model output, generated content, or other information generated through AI Services.

As between the parties, Customer retains all right, title, and interest in and to Customer Data, including Protected Health Information, patient records, and Customer-uploaded content. Except for the limited rights expressly granted to Vyne Dental under this Agreement, no ownership rights in Customer Data are transferred to Vyne Dental.

4.5 Customer License Grant. Customer hereby grants to Vyne Dental and its affiliates, contractors, subcontractors, service providers, technology partners, licensors, successors, and assigns a worldwide, perpetual (with respect to De-Identified Data, Usage Data, System Data, Derived Data, and AI Outputs), irrevocable, transferable, sublicensable, royalty-free license to access, collect, receive, retrieve, store, host, reproduce, modify, process, analyze, transmit, display, distribute, create derivative works from, use, and otherwise exploit Customer Data: (i) to provide, operate, maintain, support, secure, monitor, and administer the Services; (a) to develop, improve, enhance, modify, update, repair, troubleshoot, and optimize the Services; (b) to develop, test, train, validate, improve, and commercialize artificial intelligence, machine learning, predictive analytics, automation technologies, and related systems; (c) to develop new products, services, features, functionality, technologies, workflows, and offerings; (d) for research, analytics, benchmarking, reporting, quality assurance, security, fraud prevention, auditing, compliance, operational, and business purposes; (e) to create and use Usage Data, System Data, Derived Data, De-Identified Data, analytics, benchmarks, models, improvements, and AI Outputs; and (f) for any other lawful purpose consistent with applicable law and this Agreement.

For the avoidance of doubt, the license granted in this Section with respect to Customer Data that constitutes

Protected Health Information is limited to uses permitted under the Business Associate Agreement attached as Exhibit A and applicable HIPAA requirements. Vyne Dental's rights to use De-Identified Data, Derived Data, Usage Data, and AI Outputs for commercialization, AI training, and related purposes are not subject to such limitation.

4.6 Vyne Dental Ownership. As between the parties, Vyne Dental exclusively owns and shall retain all right, title, and interest, including all intellectual property rights, in and to: (a) the Services; (b) the Software; (c) all documentation, methodologies, processes, workflows, technologies, systems, databases, interfaces, architectures, algorithms, models, and tools used in connection with the Services; (d) Usage Data; (e) System Data; (f) Derived Data; (g) De-Identified Data; (h) Analytics; (i) Benchmarking Data; (j) AI Outputs; (k) artificial intelligence models; (l) machine learning models; (m) model weights; (n) embeddings; (o) training datasets; (p) training methodologies; (q) model improvements; (r) software improvements; (s) product improvements; (t) derivative works of the Services; (u) technical know-how; (v) operational know-how; (w) research results; (x) statistical information; (y) aggregated information; and (z) all modifications, enhancements, updates, upgrades, developments, discoveries, inventions, and improvements relating to any of the foregoing. Customer acknowledges and agrees that Customer shall have no ownership interest in any of the foregoing.

To the extent any ownership interest in any Usage Data, System Data, Derived Data, De-Identified Data, Analytics, Benchmarking Data, AI Outputs, artificial intelligence models, machine learning models, model improvements, software improvements, research results, aggregated information, or other information generated through or relating to the Services may vest in Customer by operation of law or otherwise, Customer hereby irrevocably assigns, transfers, and conveys all such right, title, and interest to Vyne Dental without further consideration.

Vyne Dental may use, disclose, publish, distribute, license, sell, commercialize, monetize, exploit, and otherwise utilize Usage Data, System Data, Derived Data, De-Identified Data, Analytics, Benchmarking Data, AI Outputs, model improvements, research results, aggregated information, and other information owned by Vyne Dental for any lawful business purpose, including: (a) product improvement; (b) product development; (c) artificial intelligence training; (d) machine learning training; (e) model development; (f) model validation; (g) benchmarking; (h) analytics; (i) research; (j) commercialization; (k) publication of industry trends and benchmarking reports; (l) creation of derivative products and services; (m) development of future technologies; (n) operational optimization; (o) security and fraud prevention; and (p) any other lawful commercial, business, research, or technology purpose. The rights granted to Vyne Dental under this Agreement shall apply to all current and future technologies, methodologies, systems, algorithms, architectures, models, machine learning systems, artificial intelligence systems, automation technologies, analytics platforms, and other technologies developed, acquired, or utilized by Vyne Dental, whether presently known or hereafter created.

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. Customer may access Beta Services in a production environment solely for the purpose of end-to-end testing. Customer acknowledges that Beta Services are not approved for clinical decision-making or primary reliance in patient care or billing workflows. Customer assumes all risk associated with use of Beta Services in a production environment, including any resulting impact on live patient data, claims submissions, or operational systems. Vyne Dental's BAA obligations extend to Beta Services to the extent they involve Protected Health Information. 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. 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 "Beta Feedback"). You agree to provide such Beta Feedback timely upon any request by us and in the manner, form and detail requested by us, in our sole discretion. All Feedback, including Beta Feedback, is subject to the license grant set forth in Section 3 of this Agreement.

B. You shall not copy or use the Beta Services (including 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.

C. 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.

D. 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.

E. 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. Customer is responsible for maintaining the confidentiality and security of all usernames, passwords, authentication credentials, access tokens, devices, and other access methods used in connection with the Services. Customer shall promptly notify Vyne Dental of any actual or suspected unauthorized access, credential compromise, account takeover event, or security incident affecting Customer's access to the Services. Customer shall remain responsible for activities conducted using Customer's credentials until Customer provides such notice and takes reasonable steps to secure the affected credentials and systems.

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 elect not to renew your subscription to the Services by providing Vyne Dental with at least thirty (30) days' prior written notice before the end of your then-current subscription term. Cancellation requests may be submitted, where available, 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'.

Other standalone products or Services which are not available to be cancelled within the Services platform, can be cancelled by contacting Vyne Dental Customer Success at (317) 759-3373 or by email to customersuccess@vynedental.com.

For subscriptions purchased through a third-party reseller, distributor, or other authorized vendor, cancellation requests must be submitted through such third party in accordance with the applicable reseller or third-party procedures. Vyne Dental may require verification that the cancellation request has been properly submitted through the applicable third party before processing such cancellation.

A cancellation request will not terminate the Services immediately. Rather, the cancellation request will be effective at the conclusion of the then-current subscription term, and Customer shall remain responsible for all fees, charges, and obligations incurred through the end of such term. No refunds, credits, or prorated reimbursements shall be provided for any unused portion of a subscription term. In the event Vyne Dental terminates this Agreement for Customer's breach, no refund of prepaid fees shall be owed. In the event Vyne Dental terminates this Agreement for its convenience (i.e., other than for Customer's breach), Vyne Dental shall refund a pro-rated portion of prepaid subscription fees for the unused portion of the then-current subscription term.

If a cancellation request is received fewer than thirty (30) days before the next renewal date, Customer acknowledges and agrees that Vyne Dental may be unable to process the cancellation before the upcoming renewal. In such circumstances, the renewal may be processed and the cancellation will become effective at the conclusion of the renewed subscription term unless otherwise required by applicable law.

Upon the effective date of termination, Customer's right to access and use the Services shall cease, and Vyne Dental reserves the right to collect all fees, transactional charges, surcharges, costs, and other amounts incurred prior to the effective date of termination, including amounts and transactional fees incurred by you prior to and up to the date of termination which may be billed in arrears following termination.

If Customer does not timely cancel its subscription in accordance with this Section, the subscription shall automatically renew for successive renewal terms equal to the then-current subscription term and Customer authorizes Vyne Dental to charge all applicable fees associated with such renewal. 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.

Except for claims arising from a party's breach of this Agreement, Customer's right to cancel the Services in accordance with Section 9 is Customer's sole remedy with respect to any dissatisfaction with modifications to the Services, changes to non-material Service functionality or content, or Vyne Dental's exercise of its rights under this Agreement.

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 applies to Customer if Customer enrolls in, accesses, or uses payment services through Customer's Services subscription with Vyne Dental. In addition to the terms and conditions set forth in this Section 11, Customer also agrees to the terms and conditions set forth in Schedule A titled "Vyne Dental Payments Services Addendum," which is incorporated herein by reference. 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 through credit card, debit card, ACH, and other approved payment methods, and may offer the ability to create and manage in-house financing for treatment plans (collectively, the "Payment Services"). Additionally, Mobile Pay allows Customers to send invoices and payment requests electronically through email and text message, allowing patients to access an online payment portal and submit payments online.

11.1 Customer Information and Verification. Customer represents and warrants that all information provided to Vyne Dental, Stripe, any sponsoring bank, payment processor, card network, governmental authority, or financial institution in connection with the Payment Services is accurate, complete, current, and not misleading. Customer shall promptly update any information previously provided whenever such information changes. Customer shall cooperate with all know-your-customer (KYC), know-your-business (KYB), beneficial ownership verification, anti-money laundering (AML), sanctions screening, fraud prevention, underwriting, onboarding, monitoring, and compliance requirements imposed by Vyne Dental, Stripe, sponsoring banks, payment processors, card networks, governmental authorities, or applicable law. Customer shall promptly provide all documents, records, licenses, ownership information, financial information, tax documentation, beneficial ownership information, government-issued identification, and other information reasonably requested by Vyne Dental, Stripe, sponsoring banks, payment processors, regulators, or governmental authorities. Failure to provide requested information may result in delayed

onboarding, delayed settlements, restricted functionality, reserve requirements, withholding of funds, suspension, or termination of the Payment Services.

11.2 Compliance Obligations. Customer shall comply at all times with: (a) this Agreement; (b) all applicable federal, state, local, and foreign laws and regulations; (c) all card network operating rules and requirements; (d) the NACHA Operating Rules and Guidelines; (e) anti-money laundering laws; (f) sanctions laws administered by the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC") and other governmental authorities; (g) consumer protection laws; and (h) all payment acceptance, processing, settlement, underwriting, and compliance requirements imposed by Stripe, sponsoring banks, payment processors, card networks, and governmental authorities. Customer shall not engage in any activity that could reasonably cause Vyne Dental, Stripe, sponsoring banks, card networks, payment processors, or financial institutions to violate applicable law, regulatory requirements, or contractual obligations.

Customer is solely responsible for maintaining the security and confidentiality of all usernames, passwords, authentication credentials, devices, tokens, and access methods used in connection with the Payment Services. Customer shall be responsible for all transactions, instructions, authorizations, and activities initiated using Customer's credentials unless caused solely by Vyne Dental's gross negligence or willful misconduct. Vyne Dental shall not be liable for losses, chargebacks, unauthorized transactions, fraudulent activity, account takeover events, phishing attacks, social engineering attacks, malware incidents, unauthorized access to Customer systems, or other damages resulting from compromised credentials or security failures occurring within Customer's environment or control.

11.3 Prohibited Activities. Customer shall not use the Payment Services for: (a) fraudulent, deceptive, unlawful, or misleading transactions; (b) transactions involving sanctioned individuals, entities, jurisdictions, or prohibited businesses; (c) money laundering, terrorist financing, or other prohibited financial activity; (d) processing transactions on behalf of any third party; (e) any business activity prohibited by Stripe, sponsoring banks, card networks, payment processors, or applicable law; or (f) any transaction not directly related to Customer's lawful business operations.

11.4 Payment Processing, Devices, and Settlements. If Customer signs Purchase Documentation for the Payment Services and Card Present Transactions, Customer may be required to obtain one or more payment terminals, tablet devices, card readers, or other payment hardware approved by Vyne Dental (collectively, "Devices"). Devices may be obtained through one of the following methods, as specified in the applicable Purchase Documentation: (a) direct purchase at the then-current purchase price established by Vyne Dental; or (b) participation in a promotional hardware program offered by Vyne Dental, including the 30-for-30 Program described below.

Customer acknowledges that Device selection and pricing are established during the enrollment and registration process and documented in the applicable Purchase Documentation. Vyne Dental may require Customer to purchase Devices directly through Stripe or another designated third party. By executing Purchase Documentation for the Payment Services or Mobile Pay, Customer authorizes Vyne Dental and its designees to deduct applicable fees, transaction fees, subscription fees, Device fees, chargebacks, ACH returns, refunds, reversals, reserve requirements, fines, penalties, assessments, losses, and other amounts owed by Customer from Patient Payments otherwise payable to Customer.

For purposes of this Section, "Patient Payments" means amounts processed through the Payment Services and payable to Customer by or on behalf of Customer's patients. Settlement processing generally occurs on a daily basis following settlement periods established by Vyne Dental, Stripe, or the applicable payment processor; however, actual settlement timing may vary based on underwriting, risk review, processor requirements, bank processing schedules, reserve requirements, compliance reviews, or other operational

considerations. If fees, charges, chargebacks, ACH returns, refunds, reversals, fines, penalties, reserve requirements, assessments, losses, or other amounts owed by Customer exceed available Patient Payments, Customer authorizes Vyne Dental, Stripe, and their respective designees to debit Customer's designated bank account, offset future settlements, establish reserves, withhold funds, or utilize any other lawful recovery method.

11.5 30-for-30 Terminal Program. From time to time, Vyne Dental may offer a promotional terminal program pursuant to which Customer may receive a Device without paying the standard upfront purchase price (the "30-for-30 Program"). Under the 30-for-30 Program, Customer must process a minimum of Thirty Thousand Dollars (\$30,000) in payment volume per Device during each applicable monthly measurement period established by Vyne Dental. If Customer satisfies the applicable processing volume requirement, the Device fee shall be waived for that measurement period. If Customer fails to satisfy the applicable processing volume requirement, Customer shall be charged Thirty Dollars (\$30.00) per month per Device. Such monthly charge shall continue for up to twelve (12) months and is intended to recover the cost of the Device, shipping, handling, taxes, and related program costs.

Customer authorizes Vyne Dental to collect all applicable Device charges through settlement offset, reserve funds, ACH debit, designated account debit, or any other payment method authorized under this Agreement. Vyne Dental's determination of processing volume and program eligibility shall be based upon its business records and shall be controlling absent manifest error. Vyne Dental reserves the right to modify, suspend, discontinue, replace, or withdraw the 30-for-30 Program or any similar promotional hardware program upon prior written notice to Customer; provided that such modification shall not retroactively alter obligations that accrued before the effective date of the modification.

11.6 Device Returns and Cancellation. Customer shall inspect all Devices promptly upon receipt. Customer may request return authorization for a Device within thirty (30) days following the applicable order date, subject to Vyne Dental's then-current return procedures and eligibility requirements. If Customer properly returns an eligible Device within the applicable thirty (30) day period and otherwise satisfies Vyne Dental's return requirements, Customer may avoid future Device charges associated with such Device. Except where prohibited by applicable law or expressly approved by Vyne Dental in writing, Devices are non-returnable after thirty (30) days from the applicable order date. Customer acknowledges that cancellation of Payment Services does not automatically relieve Customer of Device payment obligations that arose prior to cancellation, including obligations associated with Devices obtained through promotional hardware programs. Vyne Dental may modify its Device return procedures from time to time upon prior written notice to Customer.

11.7 Chargebacks, Refunds, ACH Returns, and Negative Balances. Customer is solely responsible for all payment transactions processed through the Payment Services. Customer shall be solely liable for all chargebacks, retrieval requests, ACH returns, unauthorized transactions, disputed transactions, refunds, reversals, card network assessments, reserve requirements, fines, penalties, losses arising from fraud or suspected fraud, and any other liabilities, costs, or expenses arising from Customer's payment processing activities. Customer shall remain fully liable for any negative balance associated with Customer's payment processing account and shall immediately reimburse Vyne Dental upon demand for any unrecovered amounts. The obligations set forth in this Section shall survive termination of the Agreement and termination of the Payment Services.

11.8 Suspension, Restriction, Reserve, and Termination Rights. Vyne Dental may, at any time and without prior notice when reasonably necessary, suspend, restrict, delay settlements, establish reserves, freeze funds, limit transaction activity, refuse transactions, withhold payouts, or terminate Payment Services if Vyne Dental reasonably determines such action is necessary or advisable: (a) to comply with applicable law; (b) to

comply with Stripe requirements; (c) to comply with sponsoring bank requirements; (d) to comply with card network requirements; (e) to comply with NACHA requirements; (f) to comply with requests from regulators or governmental authorities; (g) to prevent fraud, excessive chargebacks, money laundering, sanctions violations, or other unlawful activity; or (h) to manage financial, compliance, operational, reputational, cybersecurity, or legal risk.

11.9 Cooperation with Stripe and Financial Partners. Customer shall cooperate fully with Vyne Dental, Stripe, sponsoring banks, payment processors, card networks, financial institutions, regulators, and governmental authorities in connection with: (a) audits; (b) investigations; (c) compliance reviews; (d) identity verification requests; (e) beneficial ownership reviews; (f) enhanced due diligence reviews; (g) customer complaints; (h) chargeback reviews; (i) regulatory inquiries; and (j) monitoring and underwriting reviews. Customer shall promptly provide all requested information and documentation relating to the Payment Services.

11.10 ACH Authorization. Customer acknowledges that the origination of ACH transactions under this Agreement must comply with applicable law and the NACHA Operating Rules. Customer authorizes Vyne Dental, Stripe, and their respective designees to initiate ACH credits and debits to Customer's designated bank account for settlements, fees, chargebacks, ACH returns, refunds, reversals, reserve requirements, Device charges, early termination fees, and any other amounts due under this Agreement. Customer's ACH authorization may be revoked only upon written notice to Vyne Dental and completion of any replacement payment method requirements reasonably imposed by Vyne Dental. Revocation of ACH authorization shall not relieve Customer of any payment obligations under this Agreement or limit Vyne Dental's ability to exercise any other contractual or legal remedies available to collect amounts owed.

11.11 Payment Services Term. Unless expressly stated otherwise in the applicable Purchase Documentation, the Payment Services term shall be separate and independent from Customer's subscription term for other Services. The Payment Services shall commence upon registration and continue for an initial term of twelve (12) months. Thereafter, the Payment Services shall automatically renew for successive twelve (12) month renewal terms unless Customer provides Vyne Dental written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current Payment Services term. Unless terminated earlier by Vyne Dental pursuant to this Agreement, if Customer terminates the Payment Services prior to expiration of the then-current Payment Services term, Customer shall pay an early termination fee of Three Hundred Ninety-Five Dollars (\$395.00) per Customer Enrolled Office. Customer authorizes Vyne Dental to deduct any applicable early termination fee from Customer's designated bank account, reserve funds, future settlements, or other amounts payable to Customer.

Termination of Payment Services does not eliminate Customer's obligation to pay outstanding Device fees, 30-for-30 Program charges, chargebacks, ACH returns, negative balances, reserve obligations, fines, penalties, assessments, or other amounts accrued prior to termination. Customer acknowledges and agrees that the early termination fee is not a penalty, but represents a reasonable estimate of Vyne Dental's losses associated with Customer's early termination of the Payment Services.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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. VYNE DENTAL, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPATIBILITY, SECURITY, ACCURACY, AND NON-INFRINGEMENT, AND DO NOT WARRANT THAT ANY FUNCTION CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE USE OR RESULTS OF THE USE OF THE SERVICES WILL BE CORRECT, ACCURATE, RELIABLE, OR OTHERWISE SUITABLE FOR ANY PURPOSE. NO ADVICE OR INFORMATION OBTAINED FROM VYNE DENTAL PERSONNEL OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN

THIS AGREEMENT.

19. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VYNE DENTAL, ITS SUBSIDIARIES, AFFILIATES, THIRD PARTY PROVIDERS, CONTRACTORS, SUBCONTRACTORS, LICENSORS, SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR ANY OTHER DAMAGES ARISING FROM LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RELATING TO: (A) THE USE OF OR INABILITY TO USE THE SERVICES; (B) THE USE OF ANY CONTENT OR MATERIAL AVAILABLE THROUGH THE SERVICES OR ANY THIRD-PARTY PLATFORM; (C) THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (D) UNAUTHORIZED ACCESS TO, USE OF, OR ALTERATION OF CUSTOMER DATA, TRANSMISSIONS, ACCOUNTS, OR ACCESS CREDENTIALS; (E) THE ACTS, OMISSIONS, OR CONDUCT OF ANY THIRD PARTY; OR (F) ANY OTHER MATTER RELATING TO THE SERVICES, PAYMENT SERVICES, AI SERVICES, AUTOMATED PROCESSING TOOLS, OR THIS AGREEMENT.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE AGGREGATE LIABILITY OF VYNE DENTAL, ITS SUBSIDIARIES, AFFILIATES, THIRD PARTY PROVIDERS, CONTRACTORS, SUBCONTRACTORS, LICENSORS, SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, OR THE PAYMENT SERVICES SHALL NOT EXCEED THE GREATER OF (A) THREE (3) MONTHS OF CUSTOMER'S THEN-CURRENT FEES PAID OR PAYABLE IN THE THREE (3) MONTHS PRECEDING THE CLAIM, OR (B) FIVE HUNDRED DOLLARS (\$500).

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT VYNE DENTAL SHALL HAVE NO LIABILITY OR OBLIGATION TO CUSTOMER FOR ANY DAMAGES OF ANY KIND ARISING FROM CUSTOMER'S USE OF ANY SERVICES DESIGNATED AS BETA, TESTING, PILOT, PREVIEW, EVALUATION, OR SIMILAR PRE-RELEASE SERVICES.

CUSTOMER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED BELOW, VYNE DENTAL SHALL NOT BE LIABLE IF AN ELECTRONIC DOCUMENT, CLAIM, ATTACHMENT, TRANSACTION, OR OTHER SUBMISSION IS REJECTED, DELAYED, LOST, MISDIRECTED, OR OTHERWISE FAILS TO BE PROCESSED. IF, SOLELY AS A DIRECT RESULT OF VYNE DENTAL'S FAILURE TO TRANSMIT AN ELECTRONIC DOCUMENT THAT WAS PROPERLY RECEIVED FROM CUSTOMER, AN ELECTRONIC DOCUMENT IS LOST OR REJECTED, VYNE DENTAL'S SOLE OBLIGATION SHALL BE TO REPROCESS OR RESUBMIT SUCH ELECTRONIC DOCUMENT AT NO ADDITIONAL CHARGE TO CUSTOMER. CUSTOMER AGREES THAT SUCH REPROCESSING OR RESUBMISSION CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH CLAIMS AND THAT VYNE DENTAL SHALL NOT BE RESPONSIBLE FOR ANY RESULTING LOSS, DELAY, DENIAL OF PAYMENT, LOST REVENUE, OR OTHER DAMAGES.

CUSTOMER ACKNOWLEDGES THAT THE FEES CHARGED UNDER THIS AGREEMENT REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT VYNE DENTAL WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO: (A) CUSTOMER'S OBLIGATION TO PAY FEES, CHARGES, AND AMOUNTS DUE UNDER THIS AGREEMENT; (B)

CUSTOMER'S OBLIGATIONS UNDER SECTION 11 OR SCHEDULE A RELATING TO CHARGEBACKS, ACH RETURNS, REFUNDS, REVERSALS, RESERVE REQUIREMENTS, FINES, PENALTIES, ASSESSMENTS, NEGATIVE BALANCES, DEVICE CHARGES, PROMOTIONAL HARDWARE PROGRAM CHARGES, OR OTHER PAYMENT PROCESSING LIABILITIES; (C) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 20; (D) CUSTOMER'S FRAUD, WILLFUL MISCONDUCT, VIOLATION OF APPLICABLE LAW, OR BREACH OF SECTION 4, SECTION 11, OR SCHEDULE A; OR (E) CUSTOMER'S UNAUTHORIZED USE OF THE SERVICES OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

WITHOUT LIMITING THE FOREGOING, VYNE DENTAL SHALL NOT BE LIABLE FOR DECISIONS MADE BY CUSTOMER IN RELIANCE UPON AI-GENERATED OUTPUTS, AUTOMATED RECOMMENDATIONS, AUTOMATED CLASSIFICATIONS, PREDICTIVE ANALYSES, OR ACTIONS PERFORMED BY AUTOMATED PROCESSING TOOLS IN ACCORDANCE WITH CUSTOMER'S AUTHORIZED CONFIGURATIONS, PERMISSIONS, INSTRUCTIONS, WORKFLOWS, OR DATA INPUTS.

20. Indemnification. Customer shall defend, indemnify, and hold harmless Vyne Dental, its affiliates, licensors, subcontractors, contractors, Third Party Providers, officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, actions, proceedings, investigations, liabilities, damages, judgments, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's use of the Services; (b) Customer Data; (c) Customer's violation of this Agreement; (d) Customer's violation of applicable law or regulation; (e) Customer's payment processing activities; (f) chargebacks, ACH returns, refunds, reversals, unauthorized transactions, negative balances, fines, penalties, reserve obligations, assessments, or other liabilities arising from Customer's use of the Payment Services; (g) Customer's violation of Stripe requirements, card network rules, NACHA requirements, banking requirements, or payment processing obligations; (h) Customer's use or misuse of AI Services or Automated Processing Tools, including claims arising from Customer's reliance upon AI-generated outputs, automated recommendations, automated classifications, predictive analyses, automated workflows, configurations, permissions, instructions, or business rules; (i) fraud, negligence, misconduct, or unlawful acts by Customer or its personnel; or (j) Customer's services, products, treatment decisions, billing practices, collection activities, or interactions with patients or third parties; (k) claims, losses, liabilities, damages, or investigations arising from Customer's provision, use, compromise, unauthorized disclosure, or unauthorized use of Access Credentials or Customer's failure to maintain the security of Customer's systems, accounts, credentials, devices, or networks; (l) claims arising from Customer's lack of authority to provide Customer Data, Access Credentials, permissions, consents, or authorizations required for Vyne Dental to access, retrieve, process, transmit, exchange, or use Customer Data or third-party systems in connection with the Services; or (m) governmental, regulatory, card network, NACHA, sponsoring bank, payment processor, or Stripe investigations, audits, inquiries, assessments, penalties, fines, or enforcement actions arising from Customer's conduct, transactions, payment processing activities, or failure to comply with applicable requirements. Customer's obligations under this Section shall survive expiration or termination of this Agreement and the termination of any Services.

21. Governing Law and Choice of Forum. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, 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 the State of Delaware and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

22. 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 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.

23. 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 23, 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. As between the parties, you retain ownership of all PHI. Nothing in this Agreement transfers ownership of PHI to Vyne Dental. Notwithstanding the foregoing, Vyne Dental shall exclusively own all De-Identified Data, Aggregated Data, Usage Data, System Data, Derived Data, analytics, benchmarking information, artificial intelligence outputs, machine learning models, model improvements, research results, and other information generated from or based upon PHI that has been de-identified in accordance with HIPAA and applicable law. Vyne Dental may use, disclose, commercialize, license, distribute, and otherwise exploit such de-identified information for any lawful purpose.

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 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 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 Delaware, without giving effect to any principles of conflicts of law, consistent with Section 21 of the Agreement.
- 4.7 Assignment. Assignment of this Agreement and waiver of rights hereunder shall be governed by Section 23 of the Agreement.

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 any 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 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 enter 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 your 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 conduct 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. Customer shall be solely responsible for all transactions, payment instructions, authorizations, account activity, and losses arising from the use of Customer's credentials, whether authorized or unauthorized, unless resulting solely from Vyne Dental's gross negligence or willful misconduct. 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 agree to inspect each Device upon delivery to ensure it is deemed in good working order and condition.

Customer undertakes 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. Customer shall have the sole obligation to pay for any cellular or Internet service required for the Device to access the Payments Service. Customer shall 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. Customer shall 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 provide 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 in the Stripe Services Agreement and applicable Purchase Documentation, Customer's pricing, fees, and charges for the Payment Services will be established by Vyne Dental and may include subscription fees, transaction fees, Device fees, chargeback fees, ACH return fees, reserve obligations, assessment fees, and other fees applicable to the Payment Services. Customer shall be responsible for all fees, charges, assessments, costs, and liabilities associated with Customer's use of the Payment Services, including without limitation: (a) transaction processing fees; (b) subscription fees; (c) Device fees; (d) chargebacks; (e) retrieval requests; (f) ACH returns; (g) refunds and reversals; (h) reserve requirements; (i) card network assessments; (j) fines and penalties imposed by Stripe, sponsoring banks, card networks, regulators, or governmental authorities; and (k) losses arising from fraud, suspected fraud, unauthorized transactions, or Customer's violation of applicable law or this Agreement.

Customer authorizes Vyne Dental, Stripe, and their respective designees to deduct amounts owed by Customer from settlements otherwise payable to Customer, reserve accounts, future processing proceeds, Customer's designated bank account, or any other payment source authorized by Customer. Customer shall remain liable for any negative balance associated with Customer's payment processing account and shall promptly reimburse Vyne Dental upon demand for any unrecovered amounts.

If Customer participates in any promotional hardware program, including the 30-for-30 Program, Customer shall remain responsible for all applicable Device charges incurred pursuant to such program. Customer's payment obligations under this Addendum shall survive termination of the Agreement, termination of the Payment Services, and closure of Customer's payment processing account.

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; Risk Management; Service Restrictions. Vyne Dental is not a seller of Customer's services or products and is not a party to any transaction between Customer and Customer's patients or other customers. All services performed by Customer and all transactions processed through the Payment Services remain solely between Customer and the applicable patient or customer. Vyne Dental shall not be responsible for resolving disputes between Customer and any patient, customer, cardholder, payor, financial institution, or other third party relating to any transaction processed through the Payment Services. Customer shall be solely responsible for resolving such disputes and handling all refunds, chargebacks, complaints, and customer service issues relating to Customer's services and transactions.

Vyne Dental may, directly or through Stripe or other payment partners, monitor, review, investigate, audit, and analyze Customer's activity in connection with the Payment Services for purposes including fraud prevention, underwriting, risk management, regulatory compliance, sanctions compliance, anti-money laundering compliance, chargeback management, account monitoring, and operational support.

Vyne Dental may, at any time and without prior notice when reasonably necessary, suspend, restrict, delay settlements, establish reserves, freeze funds, limit transaction activity, refuse transactions, withhold payouts, request additional documentation, impose processing limits, or terminate Payment Services if Vyne Dental reasonably determines such action is necessary: (a) to comply with applicable law; (b) to comply with Stripe requirements; (c) to comply with sponsoring bank requirements; (d) to comply with card network requirements; (e) to comply with NACHA requirements; (f) to comply with governmental or regulatory requests; (g) to prevent fraud, excessive chargebacks, unauthorized transactions, money laundering, sanctions violations, cybersecurity incidents, or other unlawful activity; or (h) to manage financial, compliance, operational, reputational, or legal risk.

Customer acknowledges that payment processing services are dependent upon third-party service providers, including Stripe, sponsoring banks, card networks, and financial institutions. Vyne Dental shall not be liable for delays, interruptions, settlement holds, reserve requirements, account restrictions, account closures, payout delays, transaction reversals, chargebacks, or other actions required or imposed by such third parties.

Any software, Device, communication interface, or Payment Services functionality provided by Vyne Dental is provided on an "AS IS" and "AS AVAILABLE" basis and remains subject to the warranty disclaimers and limitation of liability provisions contained in the Agreement.

6. Stripe's Acquirer 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),
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