Toothapps®

End User License Agreement

Ver. April 24, 2024

Important Notice

This EULA includes mandatory arbitration of all claims other than breach of intellectual property, a waiver of a right to trial by jury, and an express consent NOT to bring any claim on a class-action basis.

YOU EXPRESSLY (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS EULA; (B) REPRESENT AND WARRANT THAT YOU ARE THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE (TYPICALLY 18 YEARS OF AGE OR OLDER); AND (C) YOU ARE AUTHORIZED TO AND YOU DO ACCEPT THIS EULA AND AGREE THAT YOU ARE LEGALLY BOUND BY THIS EULA. BY ACCESSING, USING, DOWNLOADING OR INSTALLING THE APPLICATION, INCLUDING WHETHER YOU CLICK "ACCEPT" ON ANY NOTICE PRIOR TO DOWNLOAD, OR YOU RECEIVE A COPY OF THIS EULA WITH ANY SIGNED ORDER FORM OR PURCHASE ORDER FOR THE APPLICATION, YOU CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.

Your use of our software application(s), including your user account, our website, our mobile application, or any chat function connected therewith (collectively the "Application") is provided on an AS IS and AS AVAILABLE basis by Talentship, LLC, d/b/a ToothApps, and our affiliates (collectively "Toothapps," we, us or our).

You should carefully read this EULA before accessing, using or downloading the Application, if you do not agree to all of the terms of this EULA, do not access, download, install, or use the Application. For purposes of this EULA, "you" includes yourself and any organization or legal entity for which you are acquiring the Application, or on whose equipment the Application will be installed or used.

We may modify this EULA at any time, and such modifications shall be effective immediately upon posting of the modified EULA. Your continued use of the Application will mean you accept the modified EULA.

Please note that when you connect to any third party site or applications, which may be linked through the Application, you will be subject to such third party's terms and privacy policy.

Application Description.

Toothapps® Application is designed to connect you with your dental care provider ("Provider"), including the ability to request and pay to receive copies of your patient records, pay your bill to your dental care provider, calendar appointments, and to otherwise manage your dental care. We also offer through our Application both licensed, proprietary and third party content ("Content") on topics related to dental care and your rights as a patient. Our Content is intended to be helpful and informative but we provide it on an AS IS and AS AVAILABLE basis. We will try to ensure the Content is correct, but we also disclaim any warranties or representations that the Content will be error free. Please note that any Content provided by third parties, or which link to a third party's website is subject to such third party's terms and privacy policy. We disclaim any liability for such third party content.

User Rights; Limits.

Application Use Right. Subject to this EULA, Toothapps agrees to provide you access to the Application, including without limitation as a mobile application based on your download of the applicable iPhone, Android or other mobile version of the Application. The Application is proprietary to Toothapps and is protected by intellectual property laws and other laws. Your access to the Application is licensed and not sold. Subject to the timely payment of all fees, if any, and compliance with this EULA, Toothapps agrees to provide you with a limited, personal, non-transferable, non-sublicensable, non-assignable account that enables you to access and use the Application subject to this EULA. You acknowledge and agree that the Application is provided by Toothapps and not any third-party mobile application store providers (e.g. Apple) and that Toothapps is solely liable and responsible for the Application provided to you under this EULA. Other than the express rights granted under this EULA, we retain and reserve all other rights to the Application. The term “Application”, includes the object code version of the software we host and provide and the related documentation (i.e. user manuals and registration files). Your access to the Application is provided on an AS IS and AS AVAILABLE basis. We may also provide Content to you through the Application as noted above. If you are a patient of a Provider that is a customer of Toothapps, your Provider may permit you to access appointment scheduling, review bills and make payments, record requests, and other information (“Provider Information”). While we may transmit such Provider Information through the Application, including the ability to process any payments to the Provider, the Provider and not Toothapps is liable for the accuracy and nature of the Provider Information.

NOTE: Our Application and Content is not intended to be health care information. While the Provider Information may include health care information, it may also include other information as well. To the extent we are considered a business associate to the Provider (as a covered entity), whether or not we have entered into a business associate agreement, we will treat such health care information as private and secure it as required under the Health Insurance Access and Accountability Act (“HIPAA”). We also comply with applicable data protection laws to protect your personal information.

Copies. Other than your right under the above Application Use Right to access, or to download, and install the Application on your device, and to operate / use the Application, you shall have no right to make or use additional copies of the Application. Your access to our documentation is solely for your personal use with the Application. Without our prior express, written consent, you may not rent, lease, lend, sell, sublicense, assign, publish, copy, reproduce, distribute, transfer, upload, post, transmit or otherwise make available, in whole or in part, the Application, or any Content, features or functionality contained on or provided through the Application to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device.

Ownership. We are the owner or authorized licensor of the Application and we retain all rights, title and interest in the Application, including all related intellectual property (i.e. copyright, trademark, trade secret, patent, knowhow and other proprietary rights). The Application is provided on an “AS IS” and “AS AVAILABLE” basis. The Application and any and all derivatives shall be and remain our property (or of our licensors). Such property includes all information such as the "look and feel" of the Application, the data files, graphics, text, logos, images, sounds, music, video or audio files part of the Application. You shall have no rights or interests therein except as set forth in this EULA. You agree to notify us immediately in writing of any claim made against you regarding the Application and to cooperate as reasonably necessary, at our expense, in the defense and settlement of such claim. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Application. The Application is owned by us and/or licensed from our licensors.

User Account. We require you to create a user account to use the Application. You are liable for the security of your user account credentials (user ID and password) and any use by your user account credentials will be attributed to you.

Passwords/Security. You shall be solely responsible for the security, confidentiality and integrity of all messages and the information that you receive, transmit or store via the Application and/or your user account. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your account credentials or your password. You agree to bear all responsibility for the confidentiality of your account credentials and password and all use or charges incurred from use of the Application with your user account.

Third Party Software; Open Source. The Application may include open source software components licensed under open source license agreements. The open source software components included with the Application are referred to in the remainder of this section as the "Open Source Software." All Open Source Software contains the original copyright notices and license information provided by the copyright owners. We hereby grant you a sublicense to use the Open Source Software with the same rights and subject to the same restrictions that apply to us under the royalty-free/open source license(s). The Open Source Software is provided at no additional charge. We will not use any Open Source Software if doing so would interfere with your use of the Application or result in a known violation of the intellectual property rights of any third party. We maintain a current record of all Open Source Software and applicable license agreements. We may include in the Application a Third Party Vendor (as defined below) product or functionality ("Third Party Vendor Product"). Your use of such Third Party Vendor Product is subject to this EULA unless the access to the Third Party Vendor Product specifies it is subject to the Third Party Vendor's terms. A "Third Party Vendor" is a third party which has contracted with Toothapps to develop the Third Party Vendor Product to be included in or linked to from with the Application. The Toothapps contracts with such Third Party Vendor requires that they have a privacy policy at least as restrictive as the Toothapps Privacy Policy, in addition to an obligation to comply with applicable laws, including as applicable HIPAA and other data protection laws.

Confidentiality; Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application, we may use automatic means (including, for example cookies and web beacons) to collect information about your device and about your download of the Application, including the location of your device. You may also be required to provide certain information about yourself as a condition to downloading, installing, or using the Application. All information we collect through or in connection with the Application is subject to our Privacy Policy. By accepting this EULA, you consent to our use of this information. We shall have the right to use your information as required to provide the Application and our related services, as well as for our other business purposes such as data analytics, research and development of other software applications and services, or as necessary to share with our Third Party Providers, Third Party Vendors, or your Provider to provide the Application or our services.

Public Information. Any information you provide through our chat or comments feature (if any) should be public and non-confidential.

De-identified Data. You acknowledge and agree that any of your personal information, including as to protected health information, that has been de-identified so that it may not be re-identified, or when used in aggregate form so that it is not identifiable, is no longer deemed personal information (including as to protected health information) and Toothapps may use such data for its business purposes (for example, to analyze and improve the Application and Content or to improve security of the Application). For the avoidance of doubt, Toothapps does NOT sell personal information.

Mobile Access. We allow you to access the Application only for your own purposes in accordance with this EULA. Any use through or access to the through a mobile device (i.e. an iPhone, iPad, Android device, etc.) is only as permitted by the applicable usage rules in the mobile device's related application store (i.e. App Store Terms of Service for an iPhone/iPad or an Android device is only as permitted by such Android device's terms) which you acknowledge that you have had an opportunity to review.

Restrictions. Except as otherwise permitted under this EULA regarding your use of the Application, you shall not (and shall not assist any third party to):

- Send spam or any other form of duplicative and unsolicited messages, other than marketing and promotional messages, to any third party or other users using through the Application;
- Harvest, collect, gather or assemble information or data regarding other users of the Application without their consent;
- Knowingly transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs;
- Knowingly interfere with or disrupt the integrity or performance of the Application or attempt to gain unauthorized access to the Application, computer systems or networks related to the Application;
- Decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization) from the Application by any means whatsoever;
- Distribute, disclose or allow use of any of the Application in any format through any timesharing device, Application bureau, network or by any other means, to or by any third party;
- Violate the use right provided pursuant to this EULA;
- Remove, obscure, or alter any copyright, trademark or ownership notices from the Application or documentation;
- Provide a third party with the results of any functional evaluation or benchmarking or performance tests related to the Application;
- Create Internet "links" to or from the Application; or
- Modify, adapt, or create a derivative work of the Application or any portion thereof.

Access Limitations. You shall be solely responsible for providing, maintaining and ensuring compatibility with the Application access requirements, all hardware, software, electrical or other physical requirements for your use of the Application, including without limitation, telecommunications and internet service provider access, connections, links, web browsers or other equipment, programs and services required to access the internet or to otherwise use the Application. You acknowledge and agree that from time to time the Application may be inaccessible for download or inoperable for any reason, including without limitation: (i) equipment malfunctions, (ii) periodic maintenance or repairs; or (iii) other causes beyond our control. Additionally, because the Application may be used through the internet, you may have connection issues due solely to your own internet or telecommunications

services provider or other technological access requirements. We are not responsible for any third party access requirements (e.g. your ISP).

Location Tracking. The Application may include technology enabling us to use the location of your mobile device to provide you with certain functionality of the Application. By accepting this EULA, you consent to the use of this location information. Our Privacy Policy contains more information on how we use this information. If you choose to remove the use of location (an option on your mobile device), certain functionality of the Application may not work.

User Content License; Suggestions. You hereby grant to us a non-exclusive license to use, host, sublicences, reproduce, create derivative works, modify, publish, edit, translate, distribute, perform and display, including digitally and electronically, provided that the same is subject to our compliance with applicable laws, including without limitation as to personal information or protected healthcare information, as well as our Privacy Policy.

You further acknowledge and agree that to the extent you submit any feedback, business information, ideas, concepts, inventions, suggestions or improvements related to the Application or Content (collectively “Suggestions”), that you hereby grant to Toothapps a royalty-free, perpetual, irrevocable, world-wide, non-exclusive, transferable, assignable, sublicensable (through multiple tiers), license to use, reproduce, create derivatives, modify, publish, edit, translate, distribute, perform and display, including digitally or electronically, such Suggestions in any media or medium, in any form, format or forum now known or hereafter developed.

Limits on Our Obligations

Limited Warranty. We agree to provide you access to the Application subject to this EULA. You may download the Application (i.e. mobile application) onto your mobile device through an app store (i.e. Apple, Android, etc.). Your access to the Application is licensed and is not sold. We agree to provide you with a personal, non-transferable user account that enables you to access and use the Application. You acknowledge and agree that the Application is provided by us and not any third party, including any app store, and that we are responsible for the Application.

Third Party Providers. You acknowledge that we contract with third party development, application and data hosting, wireless network services, payment processing, and other technology services providers to provide the Application functionality, including mobile application store providers, ("Third Party Providers"). We are responsible for ensuring that the Third Party Providers abide by these Terms. We are solely responsible for monitoring and supervising all necessary work of the Third Party Providers.

Links. We may include hyperlinks on the Application to other websites or resources operated by third parties, including advertisers. We have not reviewed all of the sites linked to the Application and are not responsible for the content or accuracy of any off-site pages nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, products or services available on such external websites or resources.

Disclaimers. As noted above, the Application, including without limitation all documentation for the Application, is subject to change without notice. Except as expressly warranted above, the Application is provided on an “AS IS” and “AS AVAILABLE” basis at your own risk. Other than as expressly noted

herein, YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION FOR, AND WE EXPRESSLY DISCLAIM ANY OBLIGATION FOR, ANY ERRORS OR ANY WARRANTY, EXPRESS OR IMPLIED OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE APPLICATION AND CONTENT.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM AND SHALL HAVE NO OTHER LIABILITY OR WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION, CONTENT, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY UNDER THIS EULA WILL BE SOLELY AS PERMITTED UNDER THIS EULA.

WE DO NOT WARRANT OR REPRESENT THAT THE APPLICATION OR CONTENT PROVIDED IS ACCURATE, ERROR-FREE OR RELIABLE OR THAT YOUR USE OF THE APPLICATION OR CONTENT WILL NOT INFRINGE RIGHTS OF THIRD PARTIES. WE ARE NOT RESPONSIBLE FOR COSTS OR ANY DAMAGES THAT RESULT FROM RELIANCE ON OR USE OF THE APPLICATION. Some jurisdictions do not allow the exclusion of implied warranties, so this exclusion may not apply.

Third Party Providers' Disclaimer. You expressly understand and agree that you have no contractual relationship with any of our Third Party Providers and that you are not a third party beneficiary of any agreement between us and our Third Party Providers. YOU ACKNOWLEDGE AND AGREE THAT ANY THIRD PARTY PROVIDERS HAVE NO OBLIGATION FOR ANY WARRANTY, EXPRESS OR IMPLIED OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE APPLICATION AND/OR CONTENT SUBJECT TO THIS EULA.

Limitations On Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS OR OUR THIRD PARTY VENDORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM ANY LOSS OF USE, LITIGATION, OR ANY OTHER PECUNIARY LOSS, INCLUDING LOSS OF GOODWILL OR REPUTATION, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), APPLICATION LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE APPLICATION OR CONTENT, WITH THE DELAY OR INABILITY TO USE OR WITH THE PROVISION OF OR FAILURE TO MAKE AVAILABLE THE APPLICATION OR CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT NEITHER WE NOR OUR THIRD PARTY PROVIDERS NOR THIRD PARTY VENDORS ARE LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF OUR APPLICATION OR CONTENT.

SUBJECT TO THE LIMITATIONS CONTAINED IN THIS EULA, TOOTHAPPS, OUR AFFILIATES, OWNERS, OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, CONTRACTORS, THIRD PARTY PROVIDERS, THIRD PARTY VENDORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS SHALL ONLY BE LIABLE TO THE EXTENT OF ACTUAL, DIRECT DAMAGES INCURRED BY YOU, NOT TO EXCEED THE FEES PAID BY YOU TO TOOTHAPPS RELATED TO THE APPLICATION DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES, THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT. We further disclaim liability for any damages caused by you, including without limitation, your failure to follow our

documentation or instructions, your failure to back up your data, or any failure or malfunction of your tools, equipment, facilities, or devices.

Claim Limit. Any claims arising in connection with your use of the Application or Content must be brought within one (1) year of the date of the download of the Application. Remedies under this EULA are exclusive and are limited to those expressly provided for in this EULA. While we may agree to a refund or a replacement of the Application, based upon your reasonable request for the same and our sole discretion in complying with such request, generally your sole and exclusive remedy for any concerns you have about the Application or Content shall be for you to discontinue using the Application and Content.

Bargained For Basis. You acknowledge and agree that the limitations of liability set forth above are fundamental elements of this EULA and neither the Content nor the Application would be provided to you absent such limitations of liability.

Miscellaneous Provisions

Your Responsibility. You understand that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under this EULA and for the consequences (including any loss or damage which we may suffer) of any such breach.

Compliance with Law. You agree that you will not use the Application or Content for activities prohibited by state, federal, or your country's law or other applicable rules or regulations. You represent and warrant that: (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. We make no claims regarding your use of the Application or Content outside of the United States. If you access the Application from outside the United States, you do so at your own risk and are responsible for compliance with laws of your jurisdiction.

If you are a U.S. Government user when you acquire the Application, your use of the Application which includes "computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. 12.211, your rights shall be consistent with those rights set forth in 48 C.F.R. 12.212, which generally limits the U.S. Government's rights to licenses customarily provided by the licensor to the public. The Application, to the extent you are a US Government end user, will be subject to the restrictions and rights set forth in FAR 52.227-14 and FAR 52.227-19 as applicable.

You will comply with all U.S. export control laws as applicable to the Application, and you will not transport, divert, re-export, or otherwise dispose of any U.S.-origin technology except as expressly permitted under applicable U.S. laws and regulations.

Independent Contractors. We and you are independent contractors, and neither party shall be, nor represent itself to be, the joint venture, franchiser, franchisee, partner, broker, employee, servant, agent or representative of the other party for any purpose. Neither party shall be responsible for the acts or omissions of the other party, its officers, directors, employees or agents, for any reason. Neither party has any authority to make any representation or incur any obligation on behalf of the other party.

Agreement. This EULA constitutes the entire agreement and understanding between you and us with respect to the subject matter hereof and supersede all prior agreements, understandings, inducements and conditions expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This EULA shall be binding upon and inure to the benefit of you and us, our

successors, and assigns. This EULA and any user account may not be assigned with our express, prior written consent which may be withheld at our sole discretion. Notices under this EULA shall be in writing and shall be deemed given when provided through the email associated with the user account or when provided to you through the Application. Notices to us shall be made through our website. We are headquartered in the State of Minnesota.

Governing Law. This EULA and the resolution of any dispute related to the terms of this EULA or the Application shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any principles of conflicts of law or the UN Convention for the International Sale of Goods.

Arbitration; Collection; Venue. Except as provided below, any controversy or claim arising out of or relating to this EULA, other than a breach of intellectual property rights, will be settled by arbitration in Hennepin County, Minnesota, at a time and location designated by the arbitrator. Arbitration will be conducted by the American Arbitration Association in accordance with its Rules of Commercial Arbitration, and judgment upon the award rendered by a single arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be selected from a panel of persons having experience with and knowledge of technology. Nothing herein contained will bar either party from seeking equitable remedies or any claims related to intellectual property infringement in a court of appropriate jurisdiction. The party successfully enforcing this EULA under arbitration or court action may be awarded costs and expenses of the arbitration or other action, including reasonable attorney's fees and costs. Any legal action related to this EULA, or the Application shall be brought in a state or federal court of competent jurisdiction sitting in Hennepin County, Minnesota and both parties waive any right each may have under applicable law or otherwise to contest such venue.

Class-Action Waiver; Jury Waiver. You agree that any claims or proceedings brought by you relating to the Application and/or Content will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that your claims or proceedings may not be consolidated with any other claims or proceedings absent Toothapps express consent. You will not bring a claim against Toothapps, our affiliates, Third Party Providers, or Third Party Vendors (for this provision, collectively "Us") related to the Application, Content and/or this EULA as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in any class-action lawsuit against Us. Nothing in this provision, however, limits your right to file a claim as an individual plaintiff. You further expressly waive your right to a trial by jury related to the Application, Content or this EULA as such claims are subject to mandatory arbitration as noted above. In order to effect service upon Toothapps, please contact the Minnesota Secretary of State to obtain the name of the registered agent and the registered office address that is on file with the Minnesota Secretary of State.

No Waiver; Severability. Our failure to insist upon strict enforcement of any provision(s) of this EULA shall not be construed as a waiver of any provision or right. Should any provision of this EULA be held invalid or unenforceable, such invalidity will not invalidate the whole of this EULA, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this EULA will remain in full force and effect.

Headings. Section and paragraph headings are not to be considered part of the EULA. They are included solely for convenience and not intended to be full and accurate descriptions of the content hereof.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS EULA AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE

“ACCEPT” BUTTON OR DOWNLOADING, INSTALLING OR USING THE APPLICATION, YOU EXPRESSLY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.

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