

CARESTREAM DENTAL
IMAGING AND CASE COLLABORATION PLATFORM
STANDARD TERMS AND CONDITIONS

This supplement ("Supplement") and the applicable Purchase Agreement together form a multi-part agreement. The Supplement terms and conditions below ("ICC Standard Terms") relate to Customer's use of the Carestream Imaging and Case Collaboration Services Platform (the "CSD ICC Platform"). In the event of conflict between the ICC Standard Terms and the Purchasing Agreement terms and conditions, the ICC Standard Terms shall govern. As used herein "CSD" means Carestream Dental LLC.

As used herein:

"BAA" means the Business Associate Agreement Addendum appended to these ICC Standard Terms.

"Customer", "You", "Your" means the business, company, or corporate entity named in the Quote.

"Customer User" means those employees and independent contractors of Customer who are specifically identified and designated by Customer and for whom Customer has purchased a subscription to access and use the CSD ICC Platform on Customer's behalf, using a unique login ID and password. For the avoidance of doubt, a Customer User must be a natural person and not a business, company, or corporate entity.

"Territory" means the United States.

In consideration of Customer's payment of the Subscription Fee, and of the promises, obligations, terms and conditions herein, the receipt and sufficiency of which are hereby acknowledged, Customer and CSD agree as follows:

1. *ICC Platform Description.* The CSD ICC Platform, via its base module, is an application that enables practitioners to transfer, store, convert formats, display and share their patient health data within and outside their practice (collectively, "Patient Health Data." CSD anticipates that functionality related to other task(s) may be provided in the future via improvements to the base module or via one or more supplemental modules operable with the base module. The access and use of such supplemental modules, if any, may require the payment of additional subscription fees and shall be subject to the terms and conditions of this Supplement and, possibly, to additional terms and conditions set forth in addendums or supplemental terms to this Supplement. Collectively, the base module and supplemental module(s), if any, identified in the Quote shall comprise the CSD ICC Platform for purposes of this Supplement. Any addendums or supplemental terms to this Supplement that relate to such supplemental module(s) are hereby incorporated into and made a part hereof by this reference.

2. *Grant of License and Restrictions on Use.*

(a) Subject to the terms and conditions of this Supplement, CSD hereby grants to Customer, and Customer hereby accepts from CSD, non-transferable, non-sublicensable, non-exclusive license to access and use the CSD ICC Platform (including the base and supplemental modules, if any, identified in the Quote, any Updates or Enhancements thereto optionally made accessible by CSD, and any related documentation, user guides, or other materials), in the Territory, during the Term and under all related Intellectual Property Rights of CSD therein, solely in connection with Customer's internal business purposes to input, access, save, edit, review, and print Patient Health Data and to utilize other functionality provided by the CSD ICC Platform, if any, for Customer's own dental practice through

interaction with the CSD ICC Platform via a Customer System (defined below) (the "ICC License").

(b) Customer shall not use, and shall not permit use of, the CSD ICC Platform, in whole or in part, for any purpose other than the purposes permitted under this Supplement or to CSD's detriment.

(c) Customer shall not use, and shall not permit use of, the CSD ICC Platform, in whole or in part, in connection with a dental practice other than Customer's own dental practice, to host or provide management of patient health data services similar to those provided to Customer by the CSD ICC Platform, to third parties, or otherwise to provide services as a service bureau.

(d) Customer shall not sublicense, offer, loan, encumber, sell, or otherwise transfer access to or use of the CSD ICC Platform, or any component thereof, to any third party.

(e) Customer shall not and shall not cause or aid any third party to reproduce or copy the CSD ICC Platform, or any component thereof, in any form or format, except as expressly permitted hereunder or as expressly agreed to in an advance writing executed by CSD.

(f) Customer shall not and shall not cause or aid any third party to modify, alter, translate, or create a Derivative Work (as defined under the United States Copyright Act and as codified in 17 U.S.C. §101) of the CSD ICC Platform or any component thereof, unless expressly agreed to in an advance writing executed by CSD.

(g) Customer shall not and shall not cause or aid any third party to access, reverse engineer, disassemble, or decompile the CSD ICC Platform or any component thereof, except to the extent applicable law permits it despite these limitations.

(h) Customer shall, and shall require Customer Users to, safeguard and protect login, password, or other access control information for the CSD ICC Platform from disclosure and unauthorized use. Customer shall not provide or share, and shall prohibit Customer Users from providing or sharing, such login, password, or other access control information to/with unauthorized users.

(i) Customer shall be permitted to have an aggregate number of registered Customer Users for the CSD ICC Platform that does not exceed the number of registered Customer Users identified in the Quote(s) (the "Registered Customer User Limit"). Each Customer User shall be registered in the CSD ICC Platform and have his/her own user account and accompanying log-in password, or other access control information. Each registered Customer User shall be permitted to concurrently access and use the CSD ICC Platform from one or more devices. In the event an attempt is made to register a number of Customer Users in excess of the Registered Customer User Limit, the CSD ICC Platform may not permit such attempt. Any additional Customer Users must be registered for access and use of the CSD ICC Platform pursuant to an additional order and payment of an additional subscription fee. Notwithstanding the foregoing, you may reassign access to the CSD ICC Platform to a new Customer User as a replacement for a former Customer User, so long as the number of Customer Users remains within your Registered Customer User Limit and each new Customer User replacement is registered and provided login credentials by CSD. Customer hereby grants CSD audit rights to ensure the aggregate number of Customer Users does not exceed Customer's Registered Customer User Limit. Should any of its registered Customer Users leaves, Customer must immediately notify CSD so that he/she is no longer permitted to access and use the CSD ICC Platform.

(j) You obtain no rights other than those granted in this Supplement. CSD reserves all rights not expressly granted herein.

(k) Notwithstanding anything to the contrary in this Supplement, CSD may, in its sole discretion, allow a transfer of the license granted to Customer under this Supplement, however any such

transfer must be authorized in writing by CSD pursuant to a practice ownership transfer”.

3. Consideration.

3.1 Subscription Fee. Customer shall pay to CSD the fees in the amount set forth in the Quote (the “Subscription Fee(s)”). CSD will debit the credit card, or other payment method Customer has on file with CSD, for the Subscription Fees, or portion thereof, after Customer’s access to the CSD ICC Platform has been enabled. Subscription Fees are non-cancelable and non-refundable. CSD shall have no obligation to continue to permit Customer’s access to or use of the CSD ICC Platform, or any component or module thereof, if applicable payment(s) of the Subscription Fee have not been received by CSD from Customer when due. Customer’s failure to timely pay to CSD the Subscription Fee or any other amounts due CSD hereunder shall constitute a material breach of this Supplement. Time is of the essence with regard to all payment terms hereof.

3.2 Taxes and Duties. Customer shall be responsible for the payment of all sales, use, goods, services, value added, or other similar taxes or duties assessed by local, state, federal, or foreign governments or authorities that are imposed on the amount due CSD from Customer under this Supplement.

3.3 Late/Non-Payment. Any amount due CSD from Customer pursuant to this Supplement that Customer fails to pay to CSD in accordance with the procedures set forth in this Supplement, or as provided by CSD, shall bear interest at a monthly rate of one percent (1.0 %) or at the maximum interest rate permitted under applicable law, whichever is lower, from the date such amount was originally due and until paid in full (whether before or after judgment). Customer shall be obligated to pay such interest to CSD in addition to any past due amounts. In the event Customer fails to pay the Subscription Fee, and all other amounts due CSD hereunder, within thirty (30) days after the invoice date of CSD’s invoice for the Subscription Fee and in addition to all other rights and remedies available to CSD in connection with such non-payment, CSD shall have the right, at CSD’s sole discretion and without notice, to: (i) suspend CSD’s performance under this Supplement, suspend Customer’s rights under the ICC License, and suspend access to and use of the CSD ICC Platform, and all components thereof, by Customer; or (ii) terminate this Supplement, the ICC License, and access to and use of the CSD ICC Platform and all or certain components or modules thereof by Customer. Customer acknowledges and understands that any such termination may, subject to Section 4.2(d)(v), result in the deletion of Customer Patient Health Data, and other data previously created by Customer and saved to the CSD ICC Platform, and CSD shall have no liability hereunder in connection with such deletion or in the return of Customer Patient Health Data, and other data previously created by Customer and saved to the CSD ICC Platform on a mutually agreeable medium. If CSD attempts to collect any unpaid amounts due to CSD in connection with this Supplement, Customer shall reimburse CSD for all costs of collection, including, but not limited to, reasonable attorneys’ fees and court costs.

3.4 Currency. Fees are stated in United States dollars. All payments due CSD from Customer pursuant to this Supplement shall be made in United States dollars.

4. Term and Termination.

4.1 Term and Automatic Renewal. This Supplement and the ICC License granted hereunder shall commence on the Effective Date and shall continue in full force and effect for twelve (12) months (the “Term”). The Term will automatically renew for successive twelve-month periods, unless earlier terminated in accordance with this Supplement. For purposes of this Supplement, “Term” shall include license periods entered pursuant to automatic renewal for which Fees have been paid. CSD may increase subscription fees; provided that CSD shall give Customer notice of any such fee increase(s) at least

thirty (30) days in advance of Customer’s Non-Renewal Notification Deadline. CSD may provide notice of any such fee increase(s) by posting on the CSD ICC Platform and/or via email.

4.2 Termination. This Supplement may be terminated as follows:

(a) **Termination by CSD.** In addition to any other right herein of CSD to terminate this Supplement, CSD may terminate this Supplement (including the ICC License granted hereunder), by providing thirty (30) days prior written notice to Customer. The termination by CSD would then become effective at the end of the then-current Term.

(b) **Termination by Customer.** Customer may terminate this Supplement by providing a “Non-Renewal Notice” to CSD, in accordance with the procedure therefor, set forth in the notice provision below, at least sixty (60) days in advance of the end of the then-current Term (the “Non-Renewal Notification Deadline”). Non-Renewal Notices may be provided at any time, but will not be effective until the last day of the then-current Term.

(c) **Termination for Breach.** A non-breaching Party may terminate this Supplement (and the ICC License granted herein) or suspend its further performance without terminating this Supplement by written notice to the breaching Party if the breaching Party has materially breached or failed to abide by or perform a provision of this Supplement and the breaching Party has not cured the breach or failure (or, if the breach or failure is such that the cure would take a longer period, the breaching Party has not commenced to cure such breach or failure or has not proceeded diligently therewith) within thirty (30) days of receiving written notice from the non-breaching Party specifying such breach or failure.

(d) **Effect of Expiration or Earlier Termination.** Expiration or earlier termination of this Supplement shall not relieve the Parties of any obligations accruing up to and owing to the other Party at the time of such expiration or earlier termination or of their continuing obligations under those provisions of this Supplement that, by their terms, or in accordance with Section 18.6, survive the expiration or earlier termination of this Supplement. In addition, upon any expiration or earlier termination becoming effective:

(i) Customer shall immediately pay all amounts due and owing to CSD (including, without limitation, unpaid portions of the Subscription Fee for the then-current Term);

(ii) the ICC License and all other rights granted hereunder shall immediately terminate and be of no further force and effect;

(iii) Customer shall immediately cease using the CSD ICC Platform and all components thereof, other licensed Intellectual Property (if any) of CSD, and all Confidential Information and Trade Secrets of CSD;

(iv) Customer shall within thirty (30) days after any expiration or termination return, and cause to be returned, to CSD all tangible Confidential Information of CSD and all tangible works which include, in whole or in part, any Confidential Information of CSD, shall irrevocably destroy, and cause to be irrevocably destroyed, all Confidential Information of CSD embodied in electronic form.

(v) **CSD shall export and provide Customer’s Patient Health Data to Customer in a form and/or format then utilized by CSD for such data export upon receipt of (a) Customer’s written request for such data export; and (b) advance payment to CSD by Customer of CSD’s then current data export fee. CSD’s obligation to make available such data export service shall begin upon the date of expiration or earlier termination of the Supplement, and shall extend for a period of sixty (60) days, after which period CSD shall have no obligation to provide such**

data export service. Customer acknowledges and agrees that after such sixty (60) day period, CSD may, at its sole discretion, delete and destroy Customer's Patient Health Data previously saved by the CSD ICC Platform and shall have no further obligation to Customer or any third party with respect to such data. For the avoidance of doubt, CSD shall have no obligation to provide Customer's Patient Health Data to Customer if Customer fails to (i) request such data export in writing and (ii) pay CSD's then current data export fee in advance.

5. Minimum End of Life. CSD reserves the right to, at its sole discretion, discontinue various features, functionality, operations, modules, and services provided by or as part of the CSD ICC Platform. In the event CSD decides to discontinue such features, functionality, operations, modules or services, CSD shall provide Customer with a minimum of thirty (30) days advance notice (via posting in the platform) of such discontinuance, and may, at its sole discretion and at no additional cost to Customer, provide Customer with one or more alternative(s) for such discontinued features, functionality, operation, modules, or services. CSD shall, however, have no obligation to provide Customer with any such alternative(s).

6. Customer Devices.

6.1 Customer Computer Systems. Customer shall be solely responsible for the provision, operation and maintenance of (and for all costs and expenses associated therewith) all computer systems of Customer via which Customer accesses and uses the CSD ICC Platform (the "Customer Systems"), the computing hardware and software used to enable operation of such Customer Systems, and the communication hardware and software enabling the Customer Systems to bi-directionally communicate with the CSD ICC Platform via the Internet. Customer shall also be solely responsible for obtaining communication services (and for all costs and expenses associated therewith) from an Internet service provider that are appropriate and necessary to enable bi-directional communications between Customer Systems and the CSD ICC Platform. Customer shall be solely responsible for obtaining all licenses or other rights appropriate and necessary from the vendors of Customer Systems and Customer hardware and software (and for all expenses and costs associated therewith) to enable access and use of the CSD ICC Platform in connection therewith. CSD may provide or make available to Customer, (i) a list of hardware and software systems, and versions thereof, approved by CSD for use with the CSD ICC Platform, and/or (ii) technical information describing the technical requirements for the configuration of such systems and related computing or communication hardware and software to render such systems operable with the CSD ICC Platform and components thereof. Customer shall be solely responsible for insuring that Customer Systems (i) are identified on the list of systems, if any, approved by CSD for use with the CSD ICC Platform, and/or (ii) meet or exceed the technical requirements for the configuration of such Customer Systems and related computing or communication hardware and software.

6.2 Customer Mobile Devices. Customer shall be solely responsible for the procuring, operating, and maintaining (and for all costs and expenses associated therewith, including, but not limited to, vendor and communication carrier charges) the mobile devices, if any, with which Customer accesses and uses the CSD ICC Platform (when/if such mobile access and use is made available by CSD). CSD may provide or make available to Customer, information identifying or describing the mobile devices and/or requirements therefor that are compatible with the CSD ICC Platform and components or modules thereof. Customer shall be solely responsible for insuring that Customer's mobile devices are compatible with the CSD ICC Platform.

6.3 Configuration. Customer shall be solely responsible for configuring Customer Systems, Customer mobile devices (when/if such mobile access and use is made available by CSD), and the CSD ICC Platform to interact and operate together. CSD shall not be responsible or liable for any modification, deletion, inaccuracies, inconsistencies, errors or damage to data of Customer Systems,

Customer mobile devices, Customer Patient Health Data, or other data caused by Customer's or any third party's configuration of the Customer Systems, Customer mobile devices, or the CSD ICC Platform. Customer is encouraged to back up Customer Systems, Customer mobile devices, and the data thereof on a regular basis.

7. Updates, Enhancements, Support, and Increased Customer Case Limits.

7.1 Updates and Enhancements. CSD shall have no obligation to develop or offer Updates or Enhancements to the CSD ICC Platform or any components thereof. To the extent CSD makes Updates generally available, Customer shall have the opportunity to access and use such Updates as part of Customer's subscription. In its sole discretion, CSD may make available to Customer, in exchange for additional fees, Enhancements and/or supplemental modules. As used herein, the term "Updates" means any revisions, modifications, substitutions, and may, in CSD's discretion, include limited additions, to pre-existing modules of the CSD ICC Platform identified in the Quote. As used herein, the term "Enhancements" means upgrades or additions to pre-existing modules of the CSD ICC Platform identified in the Quote, that improve the functionality thereof, new features or capabilities thereto.

7.2 Increased Case Limits. CSD will invoice Customer, and Customer will pay for its usage above its initially subscribed case limit at CSD's then current rates..

7.2 Support.

(a) CSD shall provide support for the CSD ICC Platform via in-product service channels and email during normal business hours on weekdays, with the exception of CSD holidays during which no support will be provided. Outside of these hours of availability, CSD ICC end users may still request help via in-product channels or email and will receive response at earliest availability by CSD.

(b) Customer acknowledges and understands that the support provided by CSD pursuant to Section 7.2(a) will be limited to: (i) answering of general questions regarding the operation and use of the CSD ICC Platform or any component thereof; (ii) providing error diagnosis, including, without limitation, analysis and interpretation of error messages, identification or isolation of the cause of a problem, and the delivery of information and status messages with regard to previously identified problems; (iii) troubleshooting of problems, including, but not limited to, determination of the causes of problems and the provision of advice on possible ways to circumvent, prevent, or workaround problems; and (iv) providing information about upcoming Updates and bug fixes. In the event Customer requires assistance or support not provided by CSD under Section 7.2 hereof, Customer may request such assistance or support from CSD on a time and material basis in accordance with CSD's then current rates.

8. Confidential Information.

8.1 Definitions.

(a) "Confidential Information" means all valuable and proprietary nonpublic information (including, without limitation, Trade Secrets (defined below)), know-how, architectures, designs, configurations, arrangements, algorithms, programming, computer software, firmware, data, databases, and other unpublished business and technical information of the CSD ICC Platform or any component thereof) belonging to or pertaining to CSD, whether in oral, written, or electronic form that is not generally known by or available to CSD's competitors, but is generally known only to CSD and those of CSD's employees, independent contractors, representatives, or agents to whom such information must be confided in for internal business purposes and that may be provided, disseminated, or disclosed (whether before or during the term of this Supplement) by CSD to Customer; provided, however, that the term "Confidential Information" shall exclude information that:

(i) was already in the possession of Customer prior to its receipt from CSD (provided that Customer is able to provide CSD with reasonable documentary proof thereof);

(ii) is or becomes part of the public domain by reason of acts or omissions not attributable to Customer;

(iii) is or becomes available to Customer from a source other than CSD which source has rightfully and lawfully obtained such information and has no obligation of nondisclosure or confidentiality with respect thereto;

(iv) is made available by CSD to a third party unaffiliated with CSD on an unrestricted basis; or

(v) is independently developed by Customer completely without reference to any Confidential Information of CSD and by persons who have not received such Confidential Information, as evidenced by Customer's written records.

(b) "Trade Secret" shall have the meaning defined under applicable law.

8.2 Disclosure of Information. Through CSD's performance under this Supplement, Customer may become exposed to, be furnished with, and receive information of CSD comprising CSD's Confidential Information and/or Trade Secrets regardless of whether such Confidential Information and Trade Secrets are provided or disclosed by CSD or by its agents, advisors, representatives, or otherwise. Customer acknowledges that CSD's Confidential Information and Trade Secrets represent a substantial investment by CSD. Customer also acknowledges that any disclosure or use of any of CSD's Confidential Information or Trade Secrets except as otherwise authorized, would be wrongful and would cause immediate and irreparable injury to CSD.

8.3 Treatment of Confidential Information. In recognition of CSD's need to protect its Confidential Information, Trade Secrets, and legitimate business interests, Customer agrees as follows:

(a) That during this Supplement and for a period of three (3) years after the expiration or earlier termination of this Supplement, and with regard to CSD's Confidential Information which constitutes a Trade Secret, for a period as long as such Confidential Information remains a Trade Secret, Customer shall take reasonable steps to preserve in confidence such Confidential Information, prevent the disclosure thereof to third parties (except as expressly permitted herein or as necessary to exercise Customer's rights hereunder) and the unauthorized use thereof, and in furtherance thereof, shall abide by and treat such Confidential Information in accordance with the terms and conditions of this Supplement.

(b) Customer shall use CSD's Confidential Information only in connection with (i) the exercise of Customer's rights under this Supplement, and (ii) the performance of Customer's obligations under this Supplement (collectively, the "Allowed Uses"), and for no other use or purpose. In no event shall Customer use CSD's Confidential Information to directly or indirectly compete against CSD or to make, attempt to make, have made, cause to be made, or assist in the making or provision of, any product or service that competes with the CSD ICC Platform.

(c) Customer may share CSD's Confidential Information only with Customer Users who have a need to know such Confidential Information in order to carry out their respective functions in connection with such Allowed Uses; provided that Customer shall inform such persons or entities of the confidential nature of such information and the terms hereof with respect to the treatment of Confidential Information and shall direct such persons or entities, and such persons and entities shall agree, prior to any disclosure of CSD's Confidential Information thereto or any use of CSD's Confidential Information

thereby: (i) to abide and be bound by obligations of confidentiality with respect to such Confidential Information that are no less stringent than those present herein; (ii) to treat such Confidential Information as set forth herein; (iii) to use such Confidential Information only as permitted hereunder; and (iv) to not disclose, divulge, disseminate, publish, provide, or distribute any part of such Confidential Information to any third party, except as expressly permitted herein; provided further that no disclosure or provision of CSD's Confidential Information shall be made without original restrictive legends and such other markings as may be reasonably required by CSD to preserve its confidential nature. Customer shall take reasonably diligent means, which in any event shall be no less than the level of care or effort Customer uses to protect its own Confidential Information and no less than reasonable care, to safeguard CSD's Confidential Information.

(d) In the event that any reproduction of CSD's Confidential Information, or any part thereof, is made by or on behalf of Customer, Customer shall ensure that any such reproduction includes all of CSD's restrictive legends, if any, which are present on, in, or associated with such Confidential Information.

(e) Customer shall control access to CSD's Confidential Information possessed by Customer under and in accordance with all applicable laws and regulations, including, without limitation, all laws and regulations pertaining to export, security, and privacy.

(f) Customer shall immediately notify CSD of any intended or unintended, unauthorized disclosure or use of any of CSD's Confidential Information of which Customer becomes aware. Customer shall cooperate fully with and reasonably assist CSD in the procurement, maintenance, and enforcement of any protection of CSD's rights in or to any of CSD's Confidential Information.

8.3 Required Disclosures. In the event that Customer receives a request to disclose all or any part of CSD's Confidential Information under the terms of a subpoena, civil investigative demand or similar process, or order issued by a court of competent jurisdiction or by a governmental body, Customer agrees, to the extent permitted by applicable law, to (i) promptly notify CSD of the existence and terms of the request, so that CSD may seek an appropriate protective order and/or waive compliance with the provisions of this Supplement related to such Confidential Information, and (ii) if disclosure of such information is legally required in the opinion of counsel to Customer, Customer and its representatives shall be permitted to make such disclosure without any liability hereunder only after Customer and its representatives have exercised reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such disclosed Confidential Information.

8.4 Return of Confidential Information. Upon the expiration or early termination of this Supplement, the completion of Customer's post termination obligations under this Supplement, or the written request of CSD, Customer shall promptly deliver, or cause to be delivered, to CSD or, where such delivery is not practical (as is often the case with Confidential Information in electronic form), irrevocably destroy or cause to be irrevocably destroyed, all Confidential Information of CSD provided to Customer or in the possession or control of Customer and Customer Users, in whole or in part, and any notes or other materials prepared by Customer, or on behalf of Customer, pertaining thereto. Customer shall promptly certify its compliance with this provision to CSD in writing.

9. Intellectual Property.

9.1 Definitions.

(a) "Intellectual Property" means: (i) inventions, improvements, designs, patents, patent applications, and equivalents thereof; (ii) trademarks, service marks, and registrations and applications therefor; (iii) copyrights, copyright registrations and applications, moral rights, mask works and registrations therefor, and any other rights to any form or medium of expression; (iv) Trade

Secrets, privacy rights, and any other protection for confidential information or ideas; (v) any items, information, know-how, theories, discoveries, ideas, technology, information, data, databases, database schemas, system and software architecture, logic, algorithms, methods, processes, drawings, designs, programming, computer software, firmware, and technical information which are protectable or not protectable under any of the copyright, patent, trade secret, confidentiality, or other similar laws; or (vi) any other similar rights or interests recognized by applicable law.

(b) "Intellectual Property Rights" means all rights in Intellectual Property.

9.2 Ownership of Intellectual Property. Subject to the rights granted to Customer hereunder and subject to the other terms and conditions of this Supplement, all Intellectual Property and Intellectual Property Rights of CSD in and to the CSD ICC Platform and components thereof shall, as between CSD and Customer, be exclusively owned by, and remain the exclusive property of CSD and Customer shall have no other rights therein. Customer acknowledges and agrees that Customer does not own, and hereby disclaims any ownership of the CSD ICC Platform and any components thereof, and all Intellectual Property and Intellectual Property Rights related thereto. In the event Customer acquires any intellectual property rights during the Term that relate to the CSD ICC Platform or to Customer's access and use of the CSD ICC Platform, Customer hereby irrevocably assigns, transfers, conveys and sells such intellectual property rights to CSD at no cost to CSD. Upon request, Customer shall cooperate and assist CSD in performing those acts necessary to enable CSD to perfect or maintain its rights to such information, results, discoveries or inventions, including providing CSD with reasonable assistance in CSD's preparation of applications and other documents relating to the filing, grant, registration or assignment of patents and copyrights and also including the execution of such documents. For the avoidance of doubt, this provision shall not apply to inventions and discoveries relating to Customer's services or intellectual property unrelated to the CSD ICC Platform.

9.3 Enforcement of Intellectual Property Rights.

9.3.1 Infringement Notice. Customer shall promptly notify CSD if Customer knows or has reason to believe that any Intellectual Property Rights licensed hereunder are being infringed or misappropriated by a third party or that such infringement or misappropriation is threatened (a "Notice of Potential Infringement"). Customer shall also provide CSD with reasonable evidence thereof if Customer is aware of or possesses such evidence.

9.3.2 Enforcement. CSD intends to protect the CSD ICC Platform against infringement or misappropriation, and to act to cease or eliminate such infringement or misappropriation when, in CSD's sole judgment, such action may be reasonably necessary, proper, and justified. CSD shall have the sole and exclusive right to initiate and control suits for alleged past, present, and future infringement or misappropriation of CSD's Intellectual Property or Intellectual Property Rights in the CSD ICC Platform and to enter into settlements of such suits. In the event that CSD enters into a suit against an alleged infringer or misappropriating party with respect to an alleged infringement or misappropriation of any of CSD's Intellectual Property Rights in the CSD ICC Platform, CSD shall have the right to keep all proceeds collected in connection with such suit for its sole benefit and enjoyment and Customer agrees to provide assistance and cooperation requested by CSD at the sole expense of CSD.

9.4 Intellectual Property Markings. CSD may mark or identify the components of the CSD ICC Platform with notices or legends indicating that the components comprise the Intellectual Property of CSD. Customer shall not, and shall not cause a third party to, remove, obscure, deface, or alter such notices or legends under any circumstances. The taking of any such action by Customer or such third party shall constitute a material breach of this Supplement.

9.5 Intellectual Property Validity. Customer agrees that Customer will not contest, or cause or assist any third party in contesting, the validity of any of the Intellectual Property or Intellectual Property Rights of CSD that are licensed hereunder. In the event that a third party contests the validity of any of the Intellectual Property or Intellectual Property Rights of ICC Licensed under this Supplement, CSD shall have no obligation to refund any payments made by Customer to CSD hereunder and Customer shall continue to perform and abide by Customer's obligations and duties hereunder as if such contest were not underway.

10. Technical Preview Features. The CSD ICC Platform may include features that are identified as a "Technical Preview" or "Beta", and if present, such features may or may not be documented in the accompanying documentation, such as in the CSD ICC Platform Release Notes. CSD is not obligated to provide any maintenance, technical or other support for the Technical Preview or Beta features, but may, from time to time, provide technical support and/or updates to the Technical Preview or Beta features at CSD's sole discretion. Customer's use of any Technical Preview or Beta feature shall be at Customer's sole discretion and own risk. Customer shall bear any and all liability in connection with Customer's use of a Technical Preview or Beta feature. CSD HEREBY DISCLAIMS ALL LIABILITY IN CONNECTION WITH CUSTOMER'S USE OF A TECHNICAL PREVIEW OR BETA FEATURE.

11. Warranties.

11.1 Performance Warranty.

(a) CSD warrants, represents and covenants that the CSD ICC Platform and services provided thereby will operate in all material respects in accordance with documentation and other materials describing the operation thereof and be free from programming errors that materially and adversely affect its operation (a "Material Defect"). If the CSD ICC Platform or any component thereof contains a Material Defect, Customer shall promptly notify CSD of such Material Defect in writing and, after receiving such notice, CSD shall: (i) investigate and determine the cause of such Material Defect; and, (ii) use commercially reasonable efforts to address and correct such Material Defect by repair, replacement, reconfiguration, or suitable workaround. In the event that correction of such Material Defect requires an Update to a component of the CSD ICC Platform, the making of such Update shall constitute Customer's sole and exclusive remedy for such Material Defect. Otherwise, Customer's sole and exclusive remedy for any defect in performance of the CSD ICC Platform is to terminate this Supplement and to cease all access and use of the CSD ICC Platform and receive a prorated refund of any prepaid fees to the end of the current Term..

(b) CSD shall have no obligation to provide the warranty services otherwise required by Section 11.1(a) if: (i) the performance failure of the CSD ICC Platform is at least partially attributable to Customer misusing the CSD ICC Platform or materially deviating from the operating instructions specified by CSD in Customer's use of the CSD ICC Platform; or, (ii) Customer is using the CSD ICC Platform with computer hardware, computer software, mobile devices, or a mobile device operating system not approved for use in advance by CSD.

11.2 Disclaimer. EXCEPT FOR THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, CSD MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP OR TITLE, MISAPPROPRIATION, AND NON-INFRINGEMENT) WITH RESPECT TO THE CSD ICC PLATFORM, COMPONENTS THEREOF, TECHNICAL PREVIEW FEATURES, OR INFORMATION OR ASSISTANCE PROVIDED BY CSD RELATED THERETO. CSD MAKES NO WARRANTIES OR

REPRESENTATIONS THAT THE CSD ICC PLATFORM OR COMPONENTS THEREOF WILL MEET CUSTOMER'S NEEDS OR REQUIREMENTS, WILL BE APPROPRIATE FOR CUSTOMER'S PARTICULAR APPLICATION, OR THAT OPERATION OF THE CSD ICC PLATFORM WILL BE SECURE, ERROR FREE, DELAY FREE, OR FREE FROM INTERRUPTION. CUSTOMER ASSUMES ALL RISKS FOR CUSTOMER'S USE OF THE CSD ICC PLATFORM AND BEARS SOLE AND EXCLUSIVE RESPONSIBILITY FOR DETERMINING WHETHER THE CSD ICC PLATFORM MEETS CUSTOMER'S NEEDS AND REQUIREMENTS.

12. Indemnification.

12.1 Indemnification by CSD.

(a) CSD shall indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, shareholders, agents and representatives, from and against and in respect of any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, interest and penalties, reasonable costs and expenses (including, without limitation, reasonable legal fees, court costs, and disbursements incurred in connection therewith and in seeking indemnification therefor, and any amounts or expenses required to be paid or incurred in connection with any action, suit, proceeding, claim, appeal, demand, assessment or judgment) involving a third party claim based on, resulting from, arising out of, or in connection with: (i) an infringement, misappropriation, or violation of a copyright, patent, trademark, Trade Secret, or other Intellectual Property Right solely by the CSD ICC Platform or any component thereof; (ii) a material breach by CSD of the terms, conditions, or provisions of this Supplement; or, (iii) the untruth of any representation or warranty made by CSD in this Supplement.

(b) In the event the CSD ICC Platform or any component thereof is claimed to infringe, misappropriate, or violate any third party Intellectual Property Right, CSD shall, at no additional cost to Customer: (i) procure for Customer the right to continue using the CSD ICC Platform or such component thereof; (ii) replace or modify the CSD ICC Platform or such component thereof with a substitute that provides materially and substantially similar performance and functionality so that the same is lawfully usable by Customer as contemplated herein; or, (iii) if the prior remedies set forth in (i) or (ii) of this Section 12.1(b) are commercially impractical, refund to Customer all fees, costs, and charges paid by Customer to CSD pursuant to this Supplement.

12.2 Indemnification by Customer. Customer shall indemnify, defend and hold harmless CSD, its parent and affiliates, and their officers, directors, employees, shareholders, agents and representatives, from and against and in respect of any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, interest and penalties, reasonable costs and expenses (including, without limitation, reasonable legal fees, court costs, and disbursements incurred in connection therewith and in seeking indemnification therefor, and any amounts or expenses required to be paid or incurred in connection with any action, suit, proceeding, claim, appeal, demand, assessment or judgment) involving a third party claim based on, resulting from, arising out of, or in connection with: (i) an infringement, misappropriation, or violation of a copyright, patent, trademark, Trade Secret, or other Intellectual Property Right attributable to use of the CSD ICC Platform or any component thereof in combination with other software or methods, computer hardware, computer software, mobile devices, or a mobile device operating system not approved for use in advance by CSD; (ii) a violation of the confidentiality, privacy, publicity, attribution, or other similar rights of any third party; (iii) a material breach by Customer of the terms, conditions, or provisions of this Supplement; or, (iv) the untruth of any representation or warranty made by Customer in this Supplement.

12.3 Cooperation By Indemnified Party. Notwithstanding Sections 12.1 and 12.2 of this Supplement, an indemnifying party is

under no obligation to indemnify and hold an indemnified party harmless hereunder unless: (i) the indemnifying party has been promptly notified, by the indemnified party, of the suit or claim and furnished, by the indemnified party, with a copy of each communication, notice or other action relating to said claim; (ii) the indemnifying party has the right to assume sole authority to conduct the trial or settlement of such claim or any negotiations related thereto at the indemnifying party's own expense, except that no compromise or settlement of any claim admitting liability of or imposing any obligations on the indemnified party may be affected without the prior written consent of the indemnified party; (iii) the indemnified party provides reasonable information and assistance requested by the indemnifying party, including access to books, records, and documents, in connection with the defense of such claim; (iv) all payments due the indemnifying party, if any, from the indemnified party have been made; and (v) the indemnified party is not in material breach of a provision of this Supplement. If the indemnifying party refuses to defend or does not make known to the indemnified party its willingness to defend against such claim within ten (10) days after it receives notice thereof, then the indemnified party shall be free to investigate, defend, compromise, settle or otherwise dispose of such claim in the indemnified party's best interest and incur other costs in connection therewith, all at the expense of indemnifying party. Notwithstanding the foregoing, the indemnified party at all times and at its sole expense, has the right to retain counsel of its own to defend the indemnified party's interests.

13. Exclusion of Damages and Limitation of Liability.

13.1 Exclusion of Damages. IN NO EVENT SHALL CSD OR ITS PARENTS OR AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT ARE BASED ON CLAIMS OF CUSTOMER OR THIRD PARTIES FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, INFRINGEMENT, MISAPPROPRIATION, STRICT LIABILITY IN TORT, OR OTHERWISE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR RESULTING FROM ANY USE OR FAILURE OF THE CSD ICC PLATFORM OR ANY COMPONENT THEREOF, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY OR DEATH WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

13.2 Limitation of Liability. EXCEPT FOR CSD'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 12, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF CSD, ITS PARENT, OR AFFILIATES, FOR ANY CLAIM, SHALL BE LIMITED TO AN AMOUNT EQUAL TO SUBSCRIPTION FEES PAID BY CUSTOMER TO CSD UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE APPLICABLE CLAIM. THIS LIMITATION OF LIABILITY APPLIES TO CLAIMS BY CUSTOMER, OR ANY THIRD PARTY, IN CONNECTION WITH THIS AGREEMENT, THE CSD ICC PLATFORM, OR ANY COMPONENT THEREOF, WHETHER SUCH LIABILITY ARISES FROM BREACH OF EXPRESS OR IMPLIED WARRANTIES, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, INFRINGEMENT, MISAPPROPRIATION, OR STRICT LIABILITY, IN TORT, OR OTHERWISE.

SUBJECT TO APPLICABLE LAW, WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS REVENUE, PROFITS, OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET OUR REQUIREMENTS. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. THIS SETS FORTH OUR ENTIRE LIABILITY, INCLUDING THAT OF OUR AFFILIATES, AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE CSD ICC PLATFORM AND YOUR USE THEREOF.

14. *Export.* Customer acknowledges and agrees that the CSD ICC Platform and components thereof may be subject to U.S. and international export laws, rules, or regulations, and Customer agrees to comply with all such applicable export laws, rules, and regulations. Customer shall not export or re-export any component of the CSD ICC Platform, including, without limitation, (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 executing this Supplement or using the CSD ICC Platform or any component thereof, Customer represents and warrants that Customer is not located in any such country and is not identified on any such list. Customer shall not use the CSD ICC Platform or any component thereof for any purpose prohibited by applicable laws, rules, or regulations.

15. *Acceptable Use, Security, Privacy and Data Protection.*

(a) The CSD ICC Platform is currently supported in whole or in part by one or more third-party cloud vendors ("Cloud Vendor(s)").

(b) Customer consents to (i) CSD storing, accessing, duplicating, utilizing, sharing and otherwise processing all Patient Health Data input into the ICC Platform by or on behalf of Customer and (ii) for purposes of cloud hosting and as otherwise permitted by the Supplement, storage, accessing, utilizing sharing or otherwise processing such data by Cloud Vendor(s) or any other cloud vendor that CSD may use to support the CSD ICC Platform, and each of their respective service providers and subcontractors (each of the foregoing, a "Cloud Vendor"). Customer acknowledges that some Patient Health Data, may constitute PHI (as defined in the BAA) and that CSD's use and disclosure of such PHI is governed by the BAA.

(c) Customer consents and authorizes CSD and each Cloud Vendor to access, process and disclose to law enforcement or other government authorities, or as otherwise required by law, any Patient Health Data provided by Customer or otherwise contained in the ICC Platform and any other data from, about or related to Customer, including the fact and contents of communications to or from Customer. Customer consents to CSD's use, including disclosure to Customer or third parties, of PHI in aggregated or de-identified form, as permitted by the HIPAA Regulations (as defined in the BAA).

(d) Customer shall obtain all required consents and authorizations from third parties (including but not limited to its patients) under applicable privacy and data protection laws (including pursuant to the HIPAA Regulations), including to enable CSD to make such uses as are set out in this Section 15 and Section 16, before providing Patient Health Data relating to or provided by such third parties to or through the CSD ICC Platform. CSD shall have no obligation to obtain such consents.

(e) Additional terms applicable to Customer as an "External End User" of any Cloud Vendor are incorporated herein and made a part hereof by this reference ("Cloud Host Provider Terms"). The Cloud Host Provider Terms are available within the CSD ICC Platform.

17. *Miscellaneous Provisions.*

17.1 *Governing Law.* THIS SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, UNITED STATES, WITHOUT REFERENCE TO THE CHOICE OF LAW PRINCIPLES THEREOF. CUSTOMER AGREES THAT ALL DISPUTES, CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SUPPLEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF GEORGIA LOCATED IN COBB COUNTY, GEORGIA OR THE

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXPRESSLY DISCLAIMED FROM APPLICATION TO THIS SUPPLEMENT IN ALL RESPECTS.

17.2 *Amendment and Waiver.* Except as specified in this Section 18.2, no amendment or waiver of any of the terms of this Supplement shall be enforceable unless in a writing signed by authorized persons of both Parties to this Supplement. CSD may make amendments to this Supplement by giving Customer notice of any proposed changes, by posting on the CSD ICC Platform and/or via email, at least thirty (30) days in advance of the Customer's Non-Renewal Notification Deadline. Any changes to this Supplement shall take effect at the commencement of the subsequent license period, if any.

17.3 *Assignment.* This Supplement is personal to Customer and Customer shall not assign this Supplement or any of Customer's rights or obligations hereunder to any third party. CSD shall have the right to assign or delegate, in whole or in part, this Supplement and any of its rights or obligations hereunder to any third party absent the consent of Customer in the event of (i) a sale of substantially all of CSD's assets that comprise or constitute part of the CSD ICC Platform, (ii) a merger of CSD with another entity, or (iii) a reorganization or rearrangement of CSD alone or in conjunction with its parents, subsidiaries (if any), or affiliates.

17.4 *Severability.* If any provision of this Supplement is held invalid, void, or inoperative by a court of competent jurisdiction, no other provision of this Supplement shall be affected as a result thereof and the remaining provisions of this Supplement shall be valid and remain in full force and effect as if such void, invalid, or inoperative provision had been omitted. Further, if any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.

17.5 *Survivability.* Terms and conditions of this Supplement that require performance after the termination of this Supplement, including, without limitation, all provisions relating to Confidential Information, Intellectual Property, indemnification, limitation of liability, exclusion of damages, disclaimer, warranties, and post-termination rights and obligations of the Parties, shall survive any expiration or earlier termination of this Supplement. The provisions of this Section 18 shall also survive any expiration or earlier termination of this Supplement.

17.6 *Entire Agreement.* This Agreement (including the BAA) and the applicable provisions of the Cloud Host Provider Terms constitute the entire Agreement between CSD and Customer with respect to the subject matter hereof, shall supersede any and all previous agreements, whether oral or in writing, between the Parties with regard to such subject matter, and shall supersede and render inoperative any end user license agreements between the Parties related to the CSD ICC Platform. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order pertaining to the subject matter hereof, the terms and conditions of this Agreement shall prevail. Further, no purchase order shall add any additional terms or conditions to this Agreement

17.7 *Compliance with Laws.* Each Party shall comply, and each party shall cause its employees to comply, with all applicable international, national, state, regional and local laws, regulations, including, without limitation, all applicable import and export control laws, in connection with the exercise of their rights or performance of their duties under this Supplement.

17.8 *Suggestions.* If Customer provides any suggestions or feedback to CSD in connection with the CSD ICC Platform and/or other CSD offerings, CSD shall exclusively own all such suggestions or

feedback, any discoveries, inventions, product enhancements and/or product features that may relate to or result from such suggestions or feedback, and all proprietary and intellectual property rights related thereto. CSD shall have the unrestricted right to use and disclose the same to others without obligation or liability to Customer. Upon request, Customer shall cooperate and assist CSD in performing those acts necessary (including, but not limited to, executing appropriate documents) to enable CSD to perfect or maintain its rights therein.

17.9 Remedies. Customer understands and agrees that its promises and covenants under this Supplement are special, unique, and of extraordinary character, and in the event of any default, breach, or threatened breach of this Supplement by Customer or by any of its directors, officers, shareholders, members, principals, participants, partners, employees, agents, affiliates, or subsidiaries, of any provision or covenant in this Supplement applicable to Customer, CSD shall be entitled, at its sole discretion, to institute and prosecute proceedings in an appropriate court, either at law or in equity, and shall be entitled to any and all such remedies (including any damages, injunctive relief, specific performance, or combination thereof) as may be available at law or in equity. In the event CSD breaches any provision of this Supplement, the damage, if any, caused to Customer thereby will not be irreparable or otherwise sufficient to entitle Customer to injunctive or other equitable relief. Customer acknowledges that Customer's rights and remedies in any such event shall be strictly limited to the right, if any, to recover damages in an action at law.

17.10 Contact Information and Notices.

(a) *To Carestream Dental.* Customer may contact or provide notices CSD as follows:

(i) To request Technical Support, email ICCSupport@csdental.com. ICC@csdental.com

(ii) To increase your Registered Customer User Limit or manage your Customer Users, and for customer service, call 800-944-6365 and follow the prompts for Sales.

(iii) For questions about billing, call 800-944-6365 and follow the prompts for Billing.

(iv) To provide a Non-Renewal Notice, send an email to CustomerServiceOperations@csdental.com, specifying your reason for cancellation. Such Non-Renewal Notice shall be effective the later of: (x) the end of the then-current Term, or (y) upon CSD's response to you confirming receipt of your Non-Renewal Notice.

(v) To provide all legal notices, and to provide all other notices not covered above, that are required or permitted to be given by Customer pursuant to this Supplement, such notice shall be in writing and shall be: (i) delivered personally; (ii) sent via facsimile (with the original sent by recognized overnight courier); or (iii) delivered by a national overnight courier, in each case addressed to:

Carestream Dental LLC, 3625 Cumberland Blvd, Suite 700, Atlanta, GA 30339, Attention: Operations Manager - Customer Service Department

With a copy to: Carestream Dental LLC, 3625 Cumberland Blvd, Suite 700, Atlanta, GA 30339, Fax: 1-404-592-6440, Attention: General Counsel - Noni Ellison

(b) *To Customer.* All notices, required or permitted to be given by CSD pursuant to this Supplement shall be sent to the address Customer set forth in the Quotation; provided that fee increase notices may be provided as set forth in Section 4.1.

(c) *Change of Notice Address.* Either Party may change its notice addresses or facsimile numbers by written notice to the other in accordance with the terms of this Section. All notices shall be deemed given on the day actually received.

17.11 Further Assurance. Each Party agrees to execute and deliver, without further consideration, any further applications or other documents, and to perform such other lawful acts as the other Party may reasonably request to fully secure, perfect, record, and/or evidence the rights or interests herein.

17.12 Counterparts. This Supplement and the applicable Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same multipart Agreement.

17.13 No Third Party Beneficiary Rights. This Supplement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with this Supplement or any provision contained herein or contemplated hereby.

17.14 Warranty of Authority. The Parties warrant that the terms of this Supplement are valid and binding, and that the respective undersigned persons are authorized to execute this Supplement on behalf of the respective Parties.

END OF STANDARD TERMS AND CONDITIONS