

BIODENTAL TERMS OF USE

1 INTRODUCTION

1.1 BioDental Sciences Inc. or its subsidiaries, successors or assigns (together, “BioDental” or “we”) is the provider of the Managed Dental Lab Services. The services are delivered through BioDental’s software platform named OneRxed[™], that is provided as a software-as-a-service through a desktop browser and an iOS app (the “Product”). The Product, along with our other services (the “Services”) and website (“Website”), are offered through and from the BioDental platform onerxed.com (the “Platform”).

1.2 “User” (also, hereinafter, “you”) is an employee, representative, consultant, contractor, subcontractor, or agent of the client who subscribed to the Platform (“Client”), who is authorized to use the Platform by the Client. By accepting these Terms of Use, User consents to the collection and analysis of non-public personal information in accordance with BioDental’s Privacy Policy and applicable HIPAA rules and regulations.

1.3 These Terms of Use form an agreement (“Agreement”) between BioDental, Client and each User of the Platform provided by BioDental and governs all access to and use of the Platform by the User and the Client. Client and User’s access to the Platform is licensed and not sold.

1.4 By using the Platform, the User confirms that the User has read, accepts and expressly agrees to be bound by the terms of this Agreement, BioDental’s Privacy Policy and applicable HIPAA rules and regulations and all other instructions provided in relation to the Platform. User agrees to the collection and processing of their own personal information, and that of the Client for whom they work, in accordance with BioDental’s Privacy Policy and applicable HIPAA rules and regulations, as may be amended from time to time in BioDental’s discretion, without notice to User. User gives BioDental permission to combine information User enters or uploads to the Platform with that of other users of the Platform. For example, this means that BioDental may use User’s and other users’ non-identifiable, aggregated data to improve the Platform.

1.5 Except for Section 4.3 and obligations to not violate any applicable laws or regulations, BioDental may in its sole discretion, without prior notice to you, revise these Terms and Conditions at any time. Should these Terms and Conditions change materially, BioDental will update the Effective Date noted above and post a notice regarding the updated Terms and Conditions on the Website. The amended Terms and Conditions will also appear when the Platforms are accessed by you and you will need to acknowledge your agreement to the amended Terms and Conditions prior to being able to continue to use the Platforms. If you do not agree to the terms of the amended Terms and Conditions, your sole and exclusive remedy is to discontinue your use of the Website and Platform and you will be deemed to have not accepted the amended Terms and Conditions and so terminated this Agreement. Amended Terms and Conditions will be effective

as of the Effective Date unless otherwise stated. By accessing or using the Website and the Platform after such changes are posted you agree and consent to all such changes.

1.6 YOU MAY NOT ACCESS THE SERVICE IF YOU ARE BIODENTAL'S DIRECT COMPETITOR, EXCEPT WITH BIODENTAL'S PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICE(S) FOR PURPOSES OF MONITORING ITS/THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

1.7 BioDental reserves the right at any time to update, modify, improve, change, enhance, or discontinue any part or all of the Platform, with or without notice to the User, in its sole discretion.

2 CLIENT ACCOUNT, FEES AND PURCHASE TERMS

2.1 Client Account When you register as a Client on the Platform, you are required to create an account ("Account") by entering your name/Company name, email address, password, billing information and certain other information collected by BioDental (collectively "Client Account Information"). To create an Account, you must be of legal age to form a binding contract and, if for a company, be authorized to bind said company. If you are not of legal age to form a binding contract or lack the authority to bind the company, you may not register to use the Platform. You agree that the Client Account Information that you provide to us at all times, including during registration and in any information you upload to the Platform, will be true, accurate, current, and complete. You may not create more than one Client Account. You are responsible for maintaining the confidentiality of your Client Account password and for all activities that occur under your Client Account whether by you or your Users. BioDental reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Platform and your Client Account Information.

2.2 Fees Client agrees to pay all fees or charges to Client Account, agreed to in its subscription, in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable ("Fees"). Subject to timely payment of all Fees, Biodental will provide access to the Client account to Users, to the extent access is necessary to utilize the Platform based on the services for which Client contracted. If you provide BioDental with a credit card number or electronic payment account and associated payment information, you agree that BioDental is authorized to immediately invoice your account for all fees and charges due and payable to BioDental hereunder and that no additional notice or consent is required. Any failure of Client to make timely payment of Fees to Client Account may result in the immediate termination of access to the Platform. All payments will be made in U.S. dollars. Late payments, other than amounts which are the subject of a good faith dispute between the Parties, will accrue interest at a rate of one and one-half percent (1 1/2%) per month, or the highest rate allowed by applicable law, whichever is lower.

2.3 Client Representations Client represents that:

- (a) It has the authority to enter into and perform its obligations under this Agreement;
- (b) All of the information provided by Client is truthful, accurate and complete;
- (c) The person creating the Client account is authorized to do so on behalf of the Client; and
- (d) It will restrict access to the Platform to Users.

3 USER ACCOUNTS

3.1 Registration Once BioDental has created/activated a Client account, a User may login to the Platform by creating a User account. In order to create a User account, the User must enter – among other information - name, username (the “User ID”) and email address, and choose a password. Failure to provide accurate, complete, and truthful information may result in termination of a User’s account. You agree that BioDental has the right to monitor and review your use of the Website and Platform from time to time, and to use "cookies", "log files" and your "browsing data".

3.2 Misuse of Account Users shall not:

- (a) Select or use a User ID with the intent to impersonate another person, you may not misrepresent your identity or affiliation in any way;
- (b) Use another User ID without appropriate authorization;
- (c) Select a name or username (the User ID) that is offensive, vulgar or obscene.
- (d) Send or otherwise transmit to or through the Platform any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Website and Platform or computers of any kind, and any unsolicited advertising, solicitation or promotional materials;
- (e) Restrict or inhibit any person from using the Website and Platform, disclose personal information obtained from the Website and Platform or collect information about users of the Website and Platform;
- (f) Reverse engineer, disassemble or decompile any section or technology on the Website and Platform, or attempt to gain unauthorized access to the Websites and Platforms, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the Websites and Platforms;
- (g) Launch or use any automated system, including without limitation, "bots," "spiders," or "offline readers," that access the Website and Platform in a manner that automatically sends request messages to our servers for a purpose contrary to the intent of this agreement and the purpose of the Platform, without our written consent;
- (h) Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;
- (i) Violate any applicable laws or regulations in any way;
- (j) Alter or modify any part of the content or services offered on or through the Website and Platform;
- (k) Allow any other person to use the Platform with your registration or login information;
- (l) Breach or otherwise circumvent BioDental's security or authentication measures;

- (m) Use the Platform in a manner not intended by BioDental, as determined in their sole discretion; and
- (n) Assist anyone else in engaging in any of these activities.

BioDental reserves the right to refuse registration of or cancel a User ID in its sole discretion and to terminate Client's or User's account or subscription, in BioDental's sole discretion, should that User be in violation of any provision of this Agreement. Users are responsible for all activity that occurs on their account. Users must immediately notify BioDental of any unauthorized use of their account, or any other account related security breach of which a User is aware.

3.3 User Content In this Agreement, "personal information" means any information about an identifiable individual, such as your or a patient's name, email address, mailing address, gender, date of birth, any personal or protected health information, or, any data about you or a patient that you elect to provide electronically through the Website and Platform and any other information that identifies who you are. Personal Information will be used by BioDental solely in accordance with these Terms and Conditions, Bio Dental's Privacy Policy and applicable HIPAA rules and regulations (or as otherwise agreed upon between you and BioDental in writing).

User may upload personal information, images, scans, videos, text, comments, enhancement requests, feedback, recommendations etc. (collectively, the "User Content") as part of their use of the Platform. User hereby acknowledges and agrees that by submitting User Content, User (i) grants BioDental and its authorized sub-licensees and partners, a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, translate, distribute, publish, stream, synchronize, create derivative works from and publicly display and perform such User Content and all associated copyrightable works or metadata throughout the world in any media, now known or hereafter created, without attribution to the User in any way that does not violate any applicable law, right or regulation; (ii) grants BioDental the right to pursue at law any person or entity that violates User's or BioDental's rights in the User Content; and (iii) forever waives any and all of User's rights, including but not limited to moral rights, if any, in and to the User Content, including, without limitation, any and all rights or requirements of attribution or identification of User as the author of the User Content or any derivative thereof.

BioDental reserves the right to remove any of the User Content, in whole or in part, without notice to User, for any reason or no reason. User Content, including personally identifiable information contained therein, is made voluntarily and is subject to BioDental's Privacy Policy and applicable HIPAA rules and regulations. User may not upload or otherwise publish content that (i) is untrue, inaccurate, false or other than an original work of User's authorship; (ii) relates to or impersonates any other person; (iii) violates the copyright, trademark, patent or other intellectual property rights of any person or entity; (iv) contains any content, personally identifiable information or other information, or materials of any kind that relate or refer to any other person or entity other than the provider of the products, goods or services to which the User Content relates or the User's patient ; or (v) violates any law, or in any manner infringes or interferes with the rights of others, including but not limited to the use of names, information, or materials that (A) libel, defame, or

invade the privacy of any third party, (B) are obscene or pornographic, (C) are harmful, threatening, offensive, defamatory, abusive, harassing, vulgar, false or inaccurate, racially, sexually, ethnically or are otherwise objectionable or otherwise contrary to the laws of any place where such User Content may be accessed; (D) constitute personal attacks on other individuals; (E) promote criminal, immoral or illegal activity; (F) promote or advertise any person, product or service or solicit funds, other than in connection with any marketplace features implemented on the Platform, as permitted by BioDental or otherwise related to the Platform or User's use thereof; or (G) contain information that is confidential to or protected information of a patient or third party, unless User has obtained such patient or third party's consent to its disclosure on the Platform.

The User is solely responsible for any User Content and its accuracy and User agrees to defend, at BioDental's option, and at User's sole expense, indemnify and hold BioDental, its affiliates and subsidiaries, and their respective employees, contractors, consultants, agents, representatives, successors and assigns harmless from any damages, losses, costs, or expenses, including attorneys' fees, which BioDental may incur as a result of the upload of User Content. We take no responsibility and assume no liability for any User Content posted by Users or any third party, and BioDental does not endorse any statement, idea or representation contained in the User Content, nor does it not guarantee the User Content's accuracy, integrity or quality.

4 WARRANTIES

4.1 User Warranties User represents and warrants, and can demonstrate to BioDental's full satisfaction upon request, that:

- (a) User is at least 18 years of age;
- (b) User has permission to use the name and likeness of each identifiable individual person uploaded to the Platform;
- (c) User has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder, and if User is accepting the terms of this Agreement on behalf of the Client, that User has the authority to bind the Client to this Agreement; and
- (d) All information and User Content posted or transmitted through the Platform is the sole responsibility of the User from which such content originated; BioDental will not be liable for any errors or omissions in any User Content.

4.2 The Website and Platform are provided on an "as is" and "as available" basis and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, BioDental disclaims all representations, warranties, and conditions, express or implied, including, but not limited to, any implied condition or warranties of merchantability and fitness for a particular purpose. Except as otherwise agreed to herein, BioDental does not warrant that the Website and Platform will be uninterrupted or error-free, that defects will be corrected or that the Website and Platform or the server that makes it available are free of viruses or other harmful components.

4.3 BioDental represents that it will not knowingly insert malicious code, including viruses, worms, Trojan horses, or harmful data, into the Platform.

4.4 Client Warranties The Client represents and warrants that:

- (a) The Client shall ensure that its authorized Users comply with the terms of this Agreement;
- (b) The Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify BioDental promptly of any unauthorized use of any password or account or any other known or suspected breach of security;
- (c) The Client will use the Platform only for its internal business purposes;
- (d) The Client has received all the necessary authorizations and has the authority to release, share, transmit and provide all Information and User Content it provides to BioDental and that such authorizations will remain valid throughout the course of Client's use of the Platform; and
- (e) The Client has received all of the necessary authorizations from its patients to facilitate their health care services through the Platform.

5 CONDITIONS OF USE

5.1 The User and the Client agree that each shall only use the Platform for legal purposes and shall not:

- (a) Engage in any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by BioDental in its sole discretion;
- (b) Use the Platform or any item thereof ("Item") in any manner inconsistent with this Agreement or applicable law;
- (c) License, sublicense, sell, resell, transfer, assign, distribute, disclose, or otherwise commercially exploit or make available to any third party in any manner the Platform in any way;
- (d) Act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, worms, Trojan horses, or harmful data, into the Platform or Item or any operating system;
- (e) Infringe our intellectual property rights or those of any third party in relation to User's use of the Platform or Item;
- (f) Use the Platform or Item in a way that could damage, disable, overburden, impair or compromise our systems, security or performance of the Platform, or interfere with other users, such as to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- (g) Provide any personal data or other information of third parties which is confidential or proprietary without the appropriate party's consent;
- (h) Collect or provide to BioDental social security or insurance number, financial account number, drivers' license number, health information, or other sensitive information required to be secured under applicable local, state, provincial, national, or other law, rule, or regulation, or for which disclosure is required in case of a data breach without first obtaining our prior written consent; and

(i) Collect or harvest any information or data from the Platform or attempt to decipher any transmissions to or from the servers.

6 ACCESS & USE

6.1 BioDental reserves the right to upgrade, maintain, backup, amend, add or remove features, redesign, improve or otherwise alter the Platform at any time in its sole discretion.

6.2 BioDental reserves the right to audit the Client's and User's use of the Platform at any time in its sole discretion and to implement tools within the Platform to limit the Client's use of the Platform to the authorized number of Users.

7 INTELLECTUAL PROPERTY

7.1 BIODENTAL and all other trademarks, logos, trade names, domain names and other distinctive signs, copyrights, trade secrets and patents used in connection with the Platform (collectively, the "Intellectual Property") are property of BioDental or its affiliates, subsidiaries or suppliers. User acknowledges that BioDental retains ownership and has exclusive rights to use the Intellectual Property, including all improvements, enhancements, updates and corrections thereto and any Intellectual Property generated by BioDental in the process of providing and operating the Platform. Neither User nor Client is granted any rights in or to the Intellectual Property, and they agree not to use the Intellectual Property without the prior written authorization of Biodental or the applicable Intellectual Property owners. BioDental vigorously enforces its intellectual property rights to the fullest extent permitted by law. Accordingly, BioDental will prosecute any unauthorized use or reproduction of the Intellectual Property, any of the Content (as defined below) databases used to store the Content and any other information contained therein that violate the protection afforded by the United States and international copyright law and trademark law, or other state, federal, and international laws and regulations, including laws pertaining to contracts, and privacy and publicity.

7.2 If you believe that your intellectual property rights have been violated in any manner by Biodental, please provide written notice of the same to support@biodentalsciences.com. If notified of an allegation that our Platform contains infringing information, materials or other content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such material from the Platform.

8 BIODENTAL CONTENT

8.1 Any of the content included in the Platform, such as works, images, button icons, pictures, dialogues, music, sounds, videos, documents, drawings, text, figures, logos, menus, web pages, graphics, colors, schemes, tools, fonts, designs, diagrams, layouts, methods, processes, source or object code, architecture, algorithms, functions, software, ideas, concepts, inventions, systems, platforms, interfaces, APIs, utilities, templates, forms, techniques, know-how, trade secrets and

other technologies, implementations and information that are used by BioDental in providing the Platform (collectively, the "Content") are the exclusive property of BioDental or its content suppliers and is protected by national and international copyright, trademark, patent and other intellectual property laws.

8.2 The User and Client warrant that by using the Platform each of User and Client will not:

- (a) Copy, reproduce in any form or incorporate into any information system, electronic or mechanical any part of the Platform for the User's own commercial purposes;
- (b) Directly or indirectly copy, reproduce, recreate, publish, distribute, display, modify, adapt, translate, distribute, transmit, download, upload, post, sell, rent, license, transfer, publicly perform, publicly display, mirror, frame, scrape, create links to, extract, wrap, create derivative works of, engineer, decompile, disassemble or otherwise obtain, modify or use any aspect of the Platform or the Content, in whole or in part, in any form or by any means, whether manual or automatic, without the prior express written consent of BioDental or its content suppliers, as the case may be, in each specific instance, which shall be provided in Biodental's or its content suppliers' sole discretion;
- (c) Save, store or archive any portion of the Platform outside the BioDental Platform, without the prior written consent of BioDental in each instance; or
- (d) Use any keywords, metatags, meta-elements, hidden text or other equivalents using the name "BioDental" or any other colorable equivalent without the prior express written consent of Biodental.

8.3 BioDental and its content suppliers shall have the right, at any time, to claim the authorship of any Content and to object to any use, distortion or other modification of such Content. Any reproduction, publication, distribution, display, modification, creation of derivative work from, or exploitation in any way of, the Content expressly authorized in writing by BioDental or its content suppliers shall be carried out by the User and the Client for lawful purposes only and in compliance with all applicable laws and shall reproduce and include all copyright or other proprietary notices included in such Content. The licenses granted hereunder immediately terminate in the event of improper use of the Platform and the Content. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and BioDental (and its licensors) shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to the Platform and the Content.

8.4 The User and the Client agree and accept that any intellectual property and derivative works generated by the User in connection with the Platform is owned absolutely and In its entirety by BioDental and vests in BioDental immediately, including any images, text, graphics, source code, usage data, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to the Platform. To the extent that any derivative works of the Platform developed by Users cannot be assigned to Biodental, the User hereby grants Biodental a perpetual and irrevocable (irrespective of the expiration or termination of this Agreement), non-exclusive, transferable, worldwide, and royalty-free license to reproduce, distribute, perform, and display any derivative works of the Platform developed by or for the User,

and to use, make, have made, sell, offer to sell, import, export, and otherwise exploit any product based on any such derivative works.

8.5 The User and the Client acknowledge and agree that any and all misappropriation or misuse of the Content or any other information included in the Platform will cause irreparable harm to Biodental and that in such event money damages will not constitute sufficient compensation to Biodental. Consequently, in the event that a User or the Client, directly or indirectly, misappropriate or misuse the Content or any other information included in the Platform, the User and the Client specifically consent to BioDental's obtaining injunctive relief against him/her/it, in addition to any other legal or financial remedies to which Biodental may be entitled.

8.6 The Client hereby consents to the inclusion of its name and logo in BioDental's marketing and promotional efforts.

8.7 BioDental may offer links to related websites not managed by BioDental. BioDental does not endorse and has not verified the accuracy or quality of the Information or services from these websites.

9 CONFIDENTIALITY

9.1 Scope "Confidential Information" means all trade secrets, know-how, inventions, developments, software and other financial, business or technical information disclosed by or for a party in relation to this Agreement and that is marked as confidential or that a reasonable person should understand to be the confidential information of the other party, but not including any information the receiving party can demonstrate is (a) already known by it without restriction, (b) rightfully furnished to it without restriction by a third party not in breach of any obligation, (c) generally available to the public without breach of this Agreement or (d) independently developed by it without reliance on such Confidential Information.

9.2 Confidentiality Except for the specific rights granted by this Agreement, each party shall not access, use or disclose any of the other party's Confidential Information without such party's written consent, and shall use at least the standard of care used to protect its own Confidential Information, but not less than reasonable care to protect its own Confidential Information, including ensuring that its employees and contractors with access to such Confidential Information (a) have a need to know for the purposes of this Agreement and (b) have been apprised of and agree to restrictions at least as protective of the disclosing party's Confidential Information as this Agreement. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Without limiting anything herein, the Platform, Content and pricing information are Confidential Information of BioDental, and User or the Client shall not use any such Confidential Information to create any service, software, documentation or data that is similar to any aspect of the Platform. Promptly after any expiration or termination of this Agreement (or at BioDental's request at any other time), User and the Client shall return all Confidential Information of Biodental, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed therefrom. Upon expiration or termination of this

Agreement, BioDental, upon User's request, shall anonymize any personal information of User in BioDental's possession. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; provided that either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any legal or regulatory requirement, financing transaction or due diligence inquiry.

9.3 Compelled Disclosure Nothing herein shall prevent either party from disclosing any Confidential Information of the other party as necessary pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); provided that prior to any such disclosure, the party required to make such disclosure shall use reasonable efforts to (a) promptly notify the other party in writing of such requirement to disclose and (b) cooperate with the other party in protecting against or minimizing any such disclosure or obtaining a protective order.

9.4 Liability User expressly acknowledges and agrees that BioDental shall have no liability to User for any Confidential Information uploaded to the Platform by User and made available and visible to other users or companies. User acknowledges and agrees that BioDental in no way controls the data uploaded by User to the Platform.

10 LIMITATION OF LIABILITY

10.1 USER AGREES THAT USE OF THE SOFTWARE AND HARDWARE IS ENTIRELY AT USER'S OWN RISK AND USER WILL BE SOLELY RESPONSIBLE AND LIABLE FOR ANY DAMAGE OR LOSS TO USER OR ANY OTHER PARTY RESULTING THEREFROM. THE PLATFORM IS PROVIDED BY BIODENTAL ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. NEITHER BIODENTAL NOR ANY OF ITS AFFILIATES, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, CONSULTANTS, AFFILIATES, AGENTS OR OTHER REPRESENTATIVES ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND ANY RISK OF INJURY RELATED TO THE FOREGOING RESTS ENTIRELY WITH THE USER. WITHOUT LIMITING THE FOREGOING, BIODENTAL OR ANY THIRD PARTY CONTENT PROVIDERS OR LICENSORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, CONSULTANTS, AFFILIATES, AGENTS OR OTHER REPRESENTATIVES DO NOT WARRANT THAT THE SERVICE, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) INCLUDED ON OR OTHERWISE MADE AVAILABLE TO USERS THROUGH THE PLATFORM, THE SERVER SUPPORTING THE PLATFORM, OR E-MAIL SENT FROM BIODENTAL WILL BE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, ACCURATE, COMPLETE, RELIABLE, USEFUL, TIMELY OR CURRENT OR THAT THE PLATFORM WILL OPERATE WITHOUT INTERRUPTION OR ERROR. ORGANIZATION AND USER ACKNOWLEDGE THAT BIODENTAL DOES NOT GUARANTEE THE ACCURACY OF DATA CAPTURED THROUGH ITS SOFTWARE. BIODENTAL IS NOT RESPONSIBLE FOR ANY

LIABILITY ARISING FROM THE CAPTURE, ANALYSIS, OR INTEGRITY OF SUCH DATA UNDER ANY CIRCUMSTANCES.

10.2 User acknowledges use of the Platform requires a modern browser such as, without limitation, the most recent version of Google Chrome and a stable wired connection to the Internet. The Platform may work in a limited manner on other web browsers, and the Platform was not designed for use on web browsers other than the one recommended above.

10.3 USER ACKNOWLEDGES THAT BIODENTAL IS NOT RESPONSIBLE IN ANY WAY FOR MAINTAINING, SECURING, UPDATING, CHARGING OR REPLACING HARDWARE, OR COMPONENTS OF HARDWARE. USER ACKNOWLEDGES THAT BIODENTAL IS NOT RESPONSIBLE IN ANY WAY FOR FIRE, THEFT, DAMAGE OR ANY LIABILITIES ARISING FROM THE HARDWARE USED BY USER TO ACCESS OR USE THE PLATFORM.

10.4 USER ACKNOWLEDGES THAT BIODENTAL IS NOT RESPONSIBLE FOR ANY DAMAGE CAUSED DURING PREPARATION, INSTALLATION OR TESTING OF ANY SOFTWARE AND/OR HARDWARE IN CONNECTION WITH USE OF THE PLATFORM.

10.5 UNDER NO CIRCUMSTANCES WILL BIODENTAL BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PLATFORM, USER'S ACTION OR INACTION IN CONNECTION WITH THE SERVICE OR INABILITY TO USE THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY MODIFICATION, ALTERATION, COMBINATION OR ENHANCEMENT OF THE PLATFORM PERFORMED BY USER OR ANY PORTION OF THE PLATFORM IMPLEMENTING USER'S SPECIFIC REQUIREMENTS, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) INCLUDED ON OR OTHERWISE MADE AVAILABLE TO USER AND ORGANIZATION THROUGH THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFIT, REVENUE, OPPORTUNITY OR DATA, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, IN EQUITY OR ANY OTHER LEGAL THEORY, UNLESS OTHERWISE SPECIFIED IN WRITING. THIS DISCLAIMER OF LIABILITY APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION (INCLUDING EXTRA-CONTRACTUAL LIABILITY).

10.6 TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, BIODENTAL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE OPERATION OF THE PLATFORM OR ITS FUNCTIONING OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS

(INCLUDING SOFTWARE) INCLUDED ON OR OTHERWISE MADE AVAILABLE TO USERS THROUGH THE PLATFORM, UNLESS OTHERWISE SPECIFIED IN WRITING.

10.7 NOTWITHSTANDING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN THE EVENT THAT BIODENTAL IS FOUND LIABLE WITH RESPECT TO ANY LOSS, DAMAGE OR CAUSE OF ACTION (WHETHER CONTRACTUAL, EXTRA-CONTRACTUAL OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM OR ANY OF ITS FEATURES OR FUNCTIONALITIES OR ITS CONTENT, OR A USER'S USE OR INABILITY OF USE THEREOF, BIODENTAL'S LIABILITY SHALL BE LIMITED TO THE LESSER OF (I) \$100 OR (II) THE AMOUNT PAID TO BIODENTAL IN CONNECTION WITH PRODUCTS OR SERVICES DURING THE PRIOR TWELVE (12) MONTHS.

11 INDEMNITY

The User and the Client, jointly and severally, hereby agree to indemnify, defend, and hold Biodental, and its affiliates and subsidiaries, and each of its and their respective officers, directors, agents, partners, employees, contractors and consultants harmless from and against any and all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs, and expenses, including without limitation attorney's fees, arising out of (i) User's or Client's use of or conduct in connection with the Platform, including without limitation User's or Client's breach of any representation, warranty or other obligation made herein; (ii) disputes between User or Client and third parties (including other users) in connection with the Platform, including without limitation claims that the User Content infringes or misappropriates a third party's intellectual property rights; or (iii) gross negligence or willful misconduct.

12 FORCE MAJEURE

12.1 If a party is prevented in whole or in part from carrying out its obligations under this Agreement as a result of a Force Majeure Event (as defined below), it will promptly notify the other party accordingly. The notice must:

- (a) Specify the obligations and the extent to which it cannot perform those obligations;
- (b) Fully describe the Force Majeure Event;
- (c) Estimate the time during which the Force Majeure Event will continue; and
- (d) Specify the measures proposed to be adopted to remedy or abate the Force Majeure Event.

Following a notice of Force Majeure in accordance herewith and while the Force Majeure continues, the obligations which cannot be performed because of the Force Majeure will be suspended.

12.2 "Force Majeure Event" includes, but is not limited to: acts of God or of the public enemy, acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, unavailability of energy resources, unavailability of telecommunications or internet services, riots or war, or any unusually severe weather conditions.

12.3 The party that is prevented from carrying out its obligations under this agreement as a result of a Force Majeure Event must remedy the Force Majeure Event to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible, and to mitigate any loss suffered by the other party as a result of the party's failure to carry out its obligations under this Agreement.

12.4 The term of this Agreement will not be extended by the period of Force Majeure.

13 NOTICES

13.1 The User can direct notices, enquiries, complaints and so forth to BioDental at this address: support@biodentalciences.com

13.2 A consent, notice or communication under this Agreement is effective if it is sent by electronic means, unless required to be physically delivered under law.

14 ASSIGNMENT

13.1 The User may only assign or otherwise create an interest in their rights under this Agreement with the written consent of BioDental.

14.2 BioDental may assign or otherwise create an interest in their rights under this Agreement.

15 GENERAL

15.1 Formation By using the Platform, User represents that they have read, understood and agreed to be bound by this Agreement. If a User does not agree to be bound by this Agreement, they shall not access or use the Platform.

15.2 Disclaimer Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

15.3 Counterparts; Electronic Signature This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument. In the event that any signature is delivered by facsimile transmission, PDF, electronic signature or other similar electronic means, the parties agree that such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such signature were an original thereof.

15.4 Severability Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

15.5 Governing Law This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles.

(a) Each User expressly:

i. Agrees that exclusive jurisdiction for resolving any claim or dispute with BioDental relating in any way to use of the Platform resides in the State of New York;

ii. Agrees and consents to the exclusive personal jurisdiction and venue of the courts located in the State of New York for any cause of action relating to or arising under this Agreement;

iii. Waives any right to a jury trial in any legal proceeding against BioDental; and

iv. Agrees to file any cause of action with respect to use of the Platform within one (1) year after the claim arises otherwise the cause shall be forever barred.

(b) If a User is entering into this Agreement on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. In this event, this Agreement and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of New York (excluding choice of law).

15.6 Interpretation Headings are only for convenience and do not affect interpretation.