

DENTERACTIVE PLATFORM USE AND TELEDENTIST AGREEMENT

Introduction

This website, located at www.denteractive.com (together with any affiliated or otherwise related or referenced websites, mobile applications or other services, the "Site"), is owned and operated by Denteractive Solutions Inc., a Delaware corporation ("Denteractive").

This Site facilitates the provision of the Service to registered users. The "Service" includes (i) providing individuals with information on dental care and oral health ("Content"); (ii) help finding and otherwise connecting with a dentist either directly or through a third party referral service; (iii) video conference and messaging support for using the Service as a means of direct access to licensed dentists, physicians, and other healthcare providers (each, a "Dentist" and each such online teledentistry consultation, a "Teledentistry Consultation") for communication, consultations, assessments, and/or treatment; (iv) development and gathering of health care records and health care information with retention of the same for use in Teledentistry Consultations and other Dentist appointments and communications; and (v) administrative support in connection with scheduling and payment for services provided by Dentists.

Acceptance of Use Agreement

Your access to and use of this Site as a Dentist and your delivery of any Service to any user is subject to this Denteractive Platform Use and TeleDentist Agreement ("Use Agreement") which include and fully incorporate by reference (i) the Denteractive Terms of Use located at www.denteractive.com/terms-of-use/; (ii) the Denteractive Privacy Policy located at www.denteractive.com/privacy-policy/; and (iii) the Teledentistry Consent Agreement located at www.denteractive.com/consent-agreement/ which is applicable to every Teledentistry Consultation (together, the "Required Agreements") and as the Use Agreement and each of the Required Agreements may be amended from time to time at Denteractive's sole discretion without further notice to you. Capitalized terms not defined herein have the same meaning as set forth in the applicable Required Agreement and capitalized terms not defined in a Required Agreement have the same meaning as set forth below. In addition, your use of this Site as a Dentist and your delivery of any Service to any user is also governed by all applicable laws and regulations.

Please read this Use Agreement carefully. If you do not accept and agree to be bound by any of the terms of this Use Agreement, you are not authorized to access or otherwise use this Site or provide any Service. Your access to and use of this Site constitutes your acceptance of an agreement to abide by all of the terms and conditions set forth below. We may change amend this Use Agreement from time to time without advance notice by posting here or elsewhere on the Site and you will be bound by any such changes if you continue to use this Site after the changes are posted. We encourage you to review the Site and the current form of this Use Agreement periodically for updates and changes.

Rights and Responsibilities of Denteractive

Denteractive will (i) develop and maintain the Patient Marketplace and the Denteractive Platform and make the same available to Dentist; (ii) list Dentist in the Denteractive dentist directory on the Denteractive website, mobile app, and/or other publications; and (iii) promote Dentist, the Patient Marketplace and the Denteractive Platform through one or more marketing programs.

Rights and Responsibilities of Dentist

Dentist represents and warrants that Dentist's dental license is valid and in good standing with the dental board in his or her state of licensure and Dentist will immediately notify Denteractive of any change in licensure status or other material facts regarding the Dentist and their practice. Dentist will comply with (i) Denteractive's Terms of Use and Privacy Policy as set forth at www.denteractive.com as the same may be updated from time to time; and (ii) comply with the HIPAA Business Associate, Insurance, Confidentiality and other provision of the Standard Terms and Conditions. Dentist may decide from time to time whether Dentist would like to receive additional Referral Patients on an on-call basis as a Denteractive staff TeleDentist (completely optional) and if so, Dentist will (a) declare when they are available to provide live video teledentistry sessions (each, a "Teledentistry Session") and monitor and respond to various messaging requests from Referral Patients (each such unique session over the course of a day, a "Live Messaging Session"); (b) complete consultation notes to a reasonably high professional standard consistent with Dentist's current practice for each Teledentistry Session and Live Messaging Session through the Denteractive Platform (<https://www.denteractive.com/patient-information-submission/>); (c) not issue prescription narcotics of any kind to any Referral Patient until after Dentist has had a live, in person consultation with such Referral Patient in Dentist's physical dental office; and (d) complete and return an IRS Form W-9 to Denteractive (the "IRS Form

W-9"). As used below "Session" refers to either a Teledentistry Session or a Live Messaging Session.

Compensation

For Dentist's use of the Denteractive Platform with Dentist's own patients on an ongoing basis, Dentist will pay Denteractive each month the amount set forth on the Site's pricing page located at <https://www.denteractive.com/professional-membership-tiers/> or as otherwise agreed to or discounted at signup, such amount subject to change from time to time at Denteractive's discretion. If Dentist would like to receive additional Referral Patients on an on-call basis as a Denteractive staff TeleDentist (completely optional), Denteractive will pay Dentist (i) \$20 for every unique Teledentistry Session; plus (ii) \$10 for every unique Live Messaging Session, with such amounts subject to change from time to time at Denteractive's discretion. A Teledentistry Session may include associated secured messaging and file sharing which will not be considered a separate Live Messaging Session. Denteractive may offset all such amounts and pay Dentist the net amount due each month.

Standard Terms & Conditions

Every Denteractive Platform Use and TeleDentist Agreement (each, an "Agreement") entered into by Denteractive Solutions Inc., a Delaware corporation ("Denteractive") will be bound by all the terms and conditions set forth below (the "Standard Terms & Conditions"), Denteractive's terms of use located at www.denteractive.com/terms-of-use/ (as the same may be updated from time to time, the "Terms of Use") and Denteractive's privacy policy located at www.denteractive.com/privacy-policy/ (as the same may be updated from time to time, the "Privacy Policy").

Business Associate Agreement

A. Definitions.

- "Business Associate" will generally have the same meaning as the term "business associate" at 45 CFR 160.103. Dentists are covered entities and will be Business Associates of Denteractive, a covered entity.
- "Designated Record Set" means a group of records maintained by Business Associate pertaining to Individuals that are the medical records and billing records about Individuals or the enrollment, payment, claims adjudication, and case or medical management record systems pertaining to Individuals. For purposes of this definition, "record" refers to any item, collection, or grouping of information that includes PHI.

- “Individual” means the person who is the subject of the PHI.
- “Protected Health Information” or “PHI” will have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created, received, maintained or transmitted by Business Associate pursuant to the use of the Patient Marketplace and Denteractive Platform.

B. HIPAA and Privacy. In accordance with the Health Insurance Portability and Accountability Act (hereinafter “HIPAA”) and 45 CFR 164, all Business Associates will use appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with the following obligations: (i) Comply with all applicable federal and state confidentiality and security laws, and specifically the provisions of the HIPAA Rules applicable to Business Associates; (ii) Not use or disclose PHI other than as permitted or required by the Agreement and except as necessary in the use of the Patient Marketplace and Denteractive Platform or as required by law; (iii) Maintain appropriate physical and technical safeguards that reasonably and appropriately protect the confidentiality and integrity of any PHI Business Associate creates, receives, maintains or transmits, and comply with Subpart C of 45 CFR 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement; (iv) Ensure that all PHI be secured when accessed by Business Associate’s employees, agents or subcontractors, and that all such access be limited to legitimate business needs; (v) Ensure that any of Business Associate’s employees, agents, or subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information; (vi) Ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure or request is used or disclosed; (vii) Report to Denteractive any use or disclosure of PHI not provided for by this Agreement of which it discovers, including breaches of unsecured PHI in accordance with 45 CFR 164.400-164.414; (viii) If it maintains PHI in a Designated Record Set, make PHI available to an Individual to inspect or copy PHI about that Individual in that set as directed by Denteractive, or to make PHI available to Denteractive as necessary to satisfy Denteractive’s obligations under 45 CFR 164.524; (ix) If it maintains PHI in a Designated Record Set, make any amendment(s) to PHI as directed or agreed to by Denteractive pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Denteractive’s obligations under 45 CFR 164.526; (x) Maintain and make available the information required to provide an accounting of disclosures to Denteractive as necessary to satisfy Denteractive’s obligations under 45 CFR 164.528; (xi) Upon termination of this Agreement, for any reason, Business Associate will destroy or return to Denteractive all PHI received, created, maintained, or received by Business Associate on behalf of Denteractive, that the Business Associate still maintains in any form; and (xii) Business Associate will not retain any copies of PHI after termination.

C. Breach Protocol. In accordance with 45 CFR 164.400-164.414 and Section 2(B), Dentist agrees to the following in the event of a breach of unsecured PHI: (i) *Notice of Breach*. Dentist will notify Denteractive upon discovery of such breach. Notification will occur without unreasonable delay and in no case later than 60 calendar days after discovery of a breach. To the extent possible, Business Associate will provide Denteractive with the identification of each Individual affected, or reasonably believed by Business Associate to have been affected, by the breach as well as any other available information such as, but not limited to, information breached, date of breach and form of breach, required to be provided by Denteractive in its notification to affected Individuals pursuant to 45 CFR 164.404. All notification to those Individuals whose PHI has been breached will be made under the direction, review and control of Denteractive. Business Associate will have the burden of demonstrating that all notifications were made as required or that the use or disclosure did not constitute a breach. All notification pursuant to this Section 3(C) will be submitted in writing and delivered either personally or by U.S. Mail postage prepaid to Denteractive's address provided in the Agreement; (ii) *Discovery of Breach*. A breach will be deemed "discovered" on the first day on which such breach is known to Business Associate or, by an exercise of reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or other agent of Business Associate; (iii) *Liability*. Business Associate will be liable for the costs associated with a breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

Professional Responsibility

Dentist will ensure that all Services are provided in compliance all applicable ethical and clinical standards, laws, rules, and regulations and will maintain a direct patient provider relationship with all patients Dentist provides Services to. Dentist will not initiate or accept a Session with and will not provide advice or treatment or any kind to any patient residing in a jurisdiction that Dentist is not fully licensed to practice dentistry. Dentist will notify Denteractive promptly in the event Dentist becomes subject to any disciplinary or malpractice actions or any investigations thereof and such notice will provide full details of the underlying facts and circumstances. Dentist will monitor the quality of services provided by anyone involved in any way in the delivery of Services hereunder by Dentist. Dentist will provide Denteractive at least thirty (30) days prior written notice of any intended vacations of two (2) days or more.

Professional Liability

The Denteractive Platform is simply a platform through which Dentist may provide dental services to Referral Patients. Dentist agrees to accept and be responsible for Dentist's own acts or omissions in the professional practice of dentistry. Nothing in this Agreement will be interpreted or construed to place any such responsibility for professional acts or omissions on Denteractive.

Independent Contractor Relationship

Dentist's relationship with Denteractive is that of an independent contractor, and nothing in this Agreement is intended to, or will be construed to, create a partnership, agency, joint venture, employment or similar relationship. Denteractive is not a provider of dental services, a referrer of a specific dental provider, or marketing agent of Dentist. All decisions on dental services to be received by Referral Patients are made by and between Dentist and each such Referral Patient. Dentist will not be entitled to any of the benefits that Denteractive may make available to its employees, including, but not limited to, group health or life insurance, profit sharing or retirement benefits. Dentist is not authorized to make any representation, contract or commitment on behalf of Denteractive. Dentist is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Dentist is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Dentist's compensation will be subject to withholding by Denteractive for the payment of any social security, federal, state or any other employee payroll taxes. Denteractive will regularly report amounts paid to Dentist by filing Form 1099 MISC with the Internal Revenue Service under the social security number or taxpayer identification number provided by Dentist on the IRS Form W-9 as required by law. Dentist represents and warrants that Dentist has legal authority to work in the United States and that the social security number or taxpayer identification number provided by Dentist on the IRS Form W-9 is true and accurate.

Insurance

During the term of this Agreement, Dentist will maintain professional liability insurance and general commercial liability insurance in amounts of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Such policies will be issued on an "occurrence" or "claims made" basis and include prior acts coverage and a tail coverage reporting endorsement provision. Dentist will exercise such tail coverage endorsement in the event of a

change, cancellation, or termination of said policy. Dentist agrees to furnish a copy of his or her insurance policy to Denteractive upon request.

Indemnification

Dentist will indemnify and hold harmless Denteractive from and against any and all third party claims, suits, actions, demands and proceedings against Denteractive and all losses, costs and liabilities related thereto arising out of or related to any malpractice or negligence by Dentist or any other act or omission of Dentist, including without limitation any breach of this Agreement by Dentist.

Confidentiality

"Confidential Information" means (i) any information related to Denteractive's business and current, future and proposed products and services; (ii) all Feedback; (iii) all personally identifiable information or protected health information received from any third party; or (iv) any information known to Dentist and that Denteractive has received from others that Denteractive is obligated to treat as confidential or proprietary, and in each case regardless of whether it is marked "confidential" or otherwise. Dentist acknowledges that the Confidential Information is confidential and is the exclusive property of Denteractive and Dentist may use the Confidential Information only to perform services pursuant to this Agreement for the benefit of Denteractive. Dentist will not (a) disseminate or disclose any Confidential Information to any third party for any reason except to employees and professional advisors who need to know it and who have a legal obligation to keep it confidential; or (b) use, transfer, or exploit the Confidential Information to directly or indirectly compete with the Patient Marketplace or Denteractive Platform. Dentist will immediately notify Denteractive of any unauthorized use or disclosure of any Confidential Information and Dentist will assist Denteractive in remedying any such unauthorized use or disclosure. Dentist agrees not to communicate any information to Denteractive in violation of the confidentiality or proprietary rights of any third party. Dentist may disclose Confidential Information when required by law after giving reasonable notice to Denteractive. Upon termination of this Agreement, Dentist will promptly return all tangible Confidential Information in whatever form to Denteractive. Dentist's confidentiality obligations will last for a period of five (5) years after disclosure of the Confidential Information unless applicable law requires a longer disclosure period such as trade secrets and protected health information or personal information.

Ownership of Feedback

"Feedback" means any ideas, suggestions, or recommendations regarding the Patient Marketplace, Denteractive Platform, the Services or any other aspect of teledentistry that Dentist provides to Denteractive. Dentist hereby does and will assign to Denteractive all Dentist's right, title, and interest in and to all Feedback. To the extent any of the rights, title and interest in and to Feedback cannot be permanently assigned by Dentist to Denteractive, Dentist hereby grants to Denteractive an exclusive, royalty-free, transferable, sublicensable, irrevocable, worldwide license to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to Feedback can neither be permanently assigned nor licensed by Dentist to Denteractive, Dentist hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against Denteractive, any of Denteractive's successors in interest, or any of Denteractive's customers, affiliates or strategic partners.

Defend Trade Secrets Act

Pursuant to the Defend Trade Secrets Act of 2016, if Dentist is an individual, Dentist acknowledges that he/she will not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Dentist files a lawsuit for retaliation by Denteractive for reporting a suspected violation of law, Dentist may disclose the trade secret to Dentist's attorney and may use the trade secret information in the court proceeding, if Dentist (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order.

California Consumer Privacy Act

In the event either party receives or otherwise has access to California Resident personal information under this Agreement, unless otherwise permitted under the California Consumer Privacy Act ("CCPA"), each party agrees that it shall not (i) sell any California Resident personal information obtained under this Agreement to a third party nor retain; (ii) use or disclose any personal information received under this Agreement for any purpose other than for the specific purpose of providing leads to the other party as provided for under this Agreement, including retaining, using, or disclosing California Resident personal information for a commercial purpose

other than performing such party's obligations under this Agreement; and (iii) retain, use, or disclose Personal Information outside of the direct business relationship between the parties as provided for under this Agreement. Each party represents that it has implemented security measures in accordance with the CCPA to protect California Resident personal information.

Noninterference with Business

During the course of the Agreement and for a period of two years following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option of either Denteractive or Dentist, Dentist will not, either directly or indirectly, (i) interfere with Denteractive's contracts and relationships, or prospective contracts and relationships, including, but not limited to, Denteractive's customer or client contracts and relationships; and (ii) will not solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Denteractive.

Other Warranties

Dentist represents, warrants and agrees that (i) they are duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services; (ii) they will not violate any law, statute, rule or other governmental regulation including, but not limited to, HIPAA, CCPA, European Union General Data Protection Regulation, the Gramm-Leach Bliley Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, the Federal Communications Act, the Amended Telemarketing Sale Rule, 16 CFR 310 et seq., and those governing the National Do Not Call Registry, any and all state and federal laws regarding deceptive trade practices, and all rules and regulations promulgated under any of the foregoing (collectively, "Applicable Laws"); (iii) the Services will honor and in no way violate the terms of the Privacy Policy or Terms of Use; (iv) if Dentist is an individual, they are eligible to work in the United States as a citizen of the United States, noncitizen national of the United States, lawful permanent resident or alien authorized to work; and (v) if Dentist is a business entity, that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Dentist has been duly authorized to act for and to bind Dentist.

Suspension/Termination

Either party may suspend or terminate the Agreement, for any reason, upon 30 days written notice to the other party. In addition, either party may immediately terminate this Agreement at any time, for good cause, upon written notice of cause to the other party. Good cause includes violations of the Terms of Use or Privacy Policy, misrepresentations; fraud; licensure suspension, revocation, or other disciplinary proceedings; criminal violations, or other conduct that could harm Denteractive's reputation. The provisions of the Agreement which by their nature should survive the expiration or earlier termination will survive any expiration or termination of the Agreement and all other rights and obligations of the parties will cease upon any expiration or termination thereof.

Other Terms

This Agreement, together with the Standard Terms & Conditions, the Terms of Use and the Privacy Policy, constitutes the entire agreement of the parties and supersedes all oral negotiations and prior writings and agreements with respect to the subject matter hereof and the terms of the Agreement will prevail to extent there are any conflicting provisions among same. Denteractive may update any terms of the Agreement, the Standard Terms & Conditions, the Terms of Use and the Privacy Policy at any time in its sole discretion upon thirty (30) day advance email notice to Dentist. This Agreement will be governed by California Law, excluding California's conflict of laws rules, and in the event a dispute between the parties cannot be resolved after reasonable communication and negotiation, then it will be litigated in the federal or state courts of Orange County, California to which the parties consent to personal jurisdiction. Dentist will not assign its rights under this Agreement without the prior written consent of Denteractive and any attempted assignment in violation of the foregoing will be void and of no effect. This Agreement is binding upon and will inure to the benefit of each party and its successors and assigns. The Agreement does not confer any benefits on any third party unless it expressly states that it does. All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier or registered or certified mail to the person signing this Agreement on behalf of the party to whom notice is to be given at the address of such party set forth in the Agreement, or at such other address or to such other person as a party may notify the other in accordance with the Agreement. The Agreement may be executed in counterparts, including counterparts executed and delivered electronically, each of which will be considered an original and all of which together will constitute one instrument.