

**Carestream Dental LTD  
MASTER TERMS AND CONDITIONS**

This agreement, made up of these Master Terms and Conditions (“**Master Terms**”) and any and all Orders (as defined below) and any applicable specific terms and conditions (as defined below) (collectively, the “**Agreement**”), is agreed between the customer identified on an applicable order form (“**Customer**” or “**you**” or “**your**”) and Carestream Dental LTD (together with its affiliates, “**Carestream Dental**”, “**CSD**”, “**we**”, “**us**”, or “**our**”), a United Kingdom limited liability company with an office located at Building 7 Gateway 1000 Whittle Way, Arlington Business Park, Stevenage, SG1 2FP United Kingdom (each a “**Party**”, collectively, the “**Parties**”), intending to be bound.

By signing or otherwise accepting the applicable Order, you agree to all applicable terms and conditions as such may be revised from time to time and certify that you legally represent the entity issuing the Order. By entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity. If you do not have such authority, or if you do not unconditionally agree to all the terms and conditions of this Agreement, then neither you nor the company, have any right or license otherwise granted in this Agreement. In the event of a conflict between the Order and the Master Terms, the Order will control. In the event of a conflict between the Master Terms and any specific terms and conditions, the specific terms and conditions shall control. In the event of a conflict between the Order and any specific terms and conditions, the Order shall control. For clarification, the acceptance of any inconsistent terms or terms which conflict with this Agreement shall (i) be specifically identified, agreed to, and initialed by the Parties, (ii) shall be limited to the applicable SOW or Order, (iii) any conflicting term not identified and initialed by the Parties shall be void and of no effect and (iv) the mutually agreed to acceptance of the conflicting terms shall not be construed as a general acceptance of such conflicting terms. The specific terms and conditions are as follows:

- Any Customer ordering Equipment hereby also agrees to the Equipment Terms, attached.
- Any Customer ordering CSD Software, as defined herein, or any CSD Software support services, hereby also agrees to the specific terms and conditions for that CSD Software, attached.
- Any Customer ordering Patient Solutions Services, as

defined herein, or any CSD Software support services, hereby also agrees to the specific terms and conditions for that CSD Software, attached.

**1. Definitions:**

- “**Customer Data**” means any and all data, including PHI originating in Customer’s normal business operations.
- “**DPMS**” means CSD’s proprietary Dental Practice Management CSD Software.
- “**Effective Date**” means the date an Order is accepted by CSD.
- “**Patient Solutions Services**” means CSD Software services delivered over the internet by CSD or a designated third party, including but not limited to eClaims, eVerifications, ePayments, ePostings, eConnections, eForms, eReminders, ePrescriptions, Patient Forms, Patient Managers, Automated Statements, Data Extractions and Online Payments; *provided* that, for the avoidance of doubt, Patient Solutions Services excludes DPMS.
- “**Order(s)**” means a valid order made on a CSD order form(s), whether on paper or online, that are signed or otherwise acknowledged by you, without alteration, and accepted in writing (email being sufficient) by CSD.
- “**Subscription Fee**” means Software License and other rights granted hereunder with regard to CSD Software, Customer shall pay to CSD a fee in the amount set forth in the accompanying

or applicable Order, payable in monthly amounts unless otherwise noted.

g. “**Product(s)**” means Carestream Dental hardware, its embedded operating software (collectively, the “**Equipment**”), CSD Software, Support Services, and other provided products and services.

h. “**CSD Software**” means DPMS, Imaging CSD Software, Sensei Platform cloud based CSD Software and Patient Solutions Services; including CSD Software offered on premises, hosted in a co-location facility or made via SaaS offering, as well as any other software developed by CSD from time to time.

i. “**Support Services**” means services that are available under warranty or for a fee, including but not limited to extended warranties.

j. “Written Notices”

(a) To provide a Non-Renewal Notice, send an email to [ukcontracts@csdental.com](mailto:ukcontracts@csdental.com) (or such other email address as CSD may subsequently provide) 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.

(b) 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 these Master Terms, such notice shall be in writing and shall be: (i) delivered personally; or (ii) 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

Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid, and will be effective upon receipt or at such time as delivery is refused by addressee upon presentation. Either Party may change its notice addresses 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.

Customer

Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Carestream Dental LLC

Attn: \_\_\_\_\_

3625 Cumberland Blvd., Suite 700

Atlanta, GA 30339

With a copy to:

Attn: General Counsel

3625 Cumberland Blvd., Suite 700

Atlanta, GA 30339

**2. Value Added Tax**

Except where otherwise stated, in any documentation sent to the Customer by Carestream Dental (including, but not limited to, the Customer’s Order) which contains an estimate or quotation, all amounts stated are exclusive of VAT which is payable by the Customer on a VAT invoice.

**3. Payment.** All license fees, training fees, shipping and handling fees, and other service fees are non-refundable. Unpaid balances shall bear interest at a monthly rate of one and a half percent (1.5%) or at the maximum interest rate permitted under applicable law, whichever is greater. If any invoice remains unpaid for a 30-day period after the date thereof, CSD reserves the right to (a) suspend CSD's performance under the Agreement, including suspending Customer's rights and licenses under this Agreement or any Order; or (b) terminate this Agreement and Customer's rights and licenses under this Agreement or any Order. Such suspension or termination may result in lost Customer data; CSD shall have no liability with regard to such lost data. If CSD attempts to collect any unpaid amounts due CSD in connection with this Agreement, Customer shall reimburse CSD for all costs of collection, including, but not limited to, reasonable attorneys' fees and court costs.

**4. CSD Software.**

a. For your use of CSD Software, CSD hereby grants to you a non-exclusive, non-sublicensable, non-transferrable (except in compliance with this Agreement) license to use the CSD Software during the Term. As between CSD and you, CSD shall exclusively own the CSD Software and shall retain all property, intellectual property, and other rights in and to the CSD Software, including all patent, copyright, trade secret, and moral rights. You have no rights to copy, modify or make derivative works of the CSD Software. In the event that you do create a modification, derivative work or adaptation of the CSD Software or of any CSD intellectual property, you hereby irrevocably sell, transfer, convey, and assign all rights to such modifications, derivative works and adaptations exclusively to CSD. CSD may, from time to time, provide updates to the CSD Software you license from CSD, but CSD shall have no obligation to do so unless such updates are made generally available to other CSD customers. It is your responsibility to apply the latest updates to your licensed CSD Software. You agree that CSD has no liability for damages or losses that result from CSD Software that has not been updated to the latest available version. CSD may add or discontinue features, functionality, operations, modules or entire packages of CSD Software without notice. If you order custom features for your CSD Software, CSD may provide such features for you and bill non-recurring engineering fees; CSD makes no representation or warranty with regard to any customized CSD software, which is provided on an as-is basis only.

b. Subject to and conditioned on your compliance with the terms and conditions of this Agreement, CSD hereby grants you a non-exclusive, non-transferable (except in compliance with this Agreement) right to access and use the Patient Solutions Services during the Term, solely for use by authorized users in accordance with the terms and conditions herein and thereof. Such use is limited to your internal use. CSD shall provide to you the necessary access credentials within a reasonable time following the Effective Date. The total number of authorized users will not exceed the number agreed upon by the parties. Nothing in this right to access the Patient Solutions Services gives you the right to access any source or object code used to provide the Patient Solutions Services, nor any of the content contained in the Patient Solutions Services, except for such content which is necessary for you to access to use the Patient Solutions Services as permitted by your access credentials.

**5. Support Services.**

a. *Availability.* We will provide you with the applicable Support Services described below (i) if you have purchased them, or (ii) if they relate to our warranty obligations during the Service Period (the Initial Warranty Period and thereafter for as long as you have purchased Support Services for the CSD Software or Equipment); *provided* that you remain current with all amounts owed to CSD.

b. *Point of Contact.* You will appoint one of your adequately trained employees ("**Point of Contact**") to qualify all support requests and serve as the primary point of contact with us. This employee will be responsible for contacting us for Support Services and responding to our correspondence and requests. You will also

appoint a second similarly qualified employee as a backup and provide CSD with contact information for the Point of Contact and his/her backup.

c. *Site Access.* You will grant us reasonable access to your premises during your normal working hours to perform our obligations under this Contract.

d. *Remote Access.* You will provide us with remote access to the supported Equipment and/or CSD Software as we determine to be reasonably necessary for purposes of performing Support Services. You will provide and maintain, at your sole cost and expense, the necessary network and equipment to permit such access (e.g., broadband or telephone line and modem). It is your responsibility to keep proper backups of your data and program files, and you will be solely responsible for such backups. If permission of any other party (e.g., your landlord or network service provider) is needed for us to use remote access, you are responsible for obtaining such permission (include all costs and expenses in connection therewith).

e. *Service Plans; Term and Termination.* Support Services are available only under an extended maintenance agreement (a "**Plan**"). A Plan may not be terminated (other than for cause) during the initial 12 months of the Plan. If you elect to terminate your Plan without cause during the initial 12 months of the Plan, then you will be billed for and owe without dispute, the balance of the Plan fees for the initial 12-month period. After the initial 12 months of the Plan, your Plan will automatically renew for an additional 12-month period. You may only terminate your participation in a Plan by providing us with 60 days' written notice of termination prior to the end of your current term of your Plan. If your participation in the Plan is terminated for any reason, then you may reinstate your participation in the Plan if you pay: (i) an inspection fee; (ii) the cost(s) of any repair(s) to the system; and (iii) the settlement of any outstanding fees.

f. *Fees.* For Subscription Fees, Sensei Cloud and Sensei Imaging (together with any associated Patient Solutions purchased by Customer) for HOSTED DPMS (together with associated Patient Solutions purchased by Customer), billing of such Subscription and Fees shall be billed as defined below ("**Effective Billing Date**") or upon Delivery of CSD Software Access which can perform for Client Use (whichever is earliest):

i. Non-Conversion (Configuration Only) Orders shall have an Effective Billing Date of thirty (30) days after the Effective Date;

ii. One Carestream Premier Database to One Sensei/Hosted Database Conversion Orders shall have an Effective Billing Date of sixty (60) days after the Effective Date; and

iii. All Other Orders (e.g., more complex conversion orders (Mergers, Append, Splits, Multi-Site, Competitive) shall have an Effective Billing Date of ninety (90) days after the Effective Date.

g. *Support Fees On-Premises:* You agree to and shall promptly pay the fees for support services on terms identified in the Order or otherwise communicated by CSD ("**Support Fees**"). Initial Support Fees are generally due on the "**Support Services Commencement Date**" which will be determined as follows:

iv. for all CSD Software where training is included with the order, Initial Support Fees are due on the earlier of (i) the first day of training, or (ii) nine months after the Effective Date; and

v. for all CSD Software where training is not included with the order, Initial Support Fees are due on the date of product shipment or when product is provisioned.

vi. Support Services include extended warranties on Equipment.

vii. If you purchase additional Support Services, the total monthly Support Fees due will be revised accordingly.

viii. We may adjust the Support Fees effective after the first full year of support services by delivering to you written notice of such adjustment 30 days prior to the proposed effective date of the new fees.

h. *Limitations.* CSD is not responsible under a warranty or a Plan to provide Support Services to the extent caused by: (i) misuse,

abuse, neglect, or Force Majeure; (ii) installation, modification, alteration, or repair other than by us or a technician certified by us; or (iii) other circumstances affecting the Product beyond our reasonable control. In our sole discretion, we may use a combination of identical or equivalent product(s) or part(s), which may be new, or factory refurbished. Time expended by us for providing Support Services shall not interrupt or prolong the term of the Service Period. Unless otherwise provided herein, we will pay all standard and non-expedited shipping costs associated with the provision of Support Services or any replacement parts.

i. *Access Suspension for Maintenance.* Carestream Dental reserves the right to suspend Customer's access to the Product(s) for scheduled or emergency maintenance.

j. *Transferability.* For all Support Services, coverage is limited to the Customer named in the applicable Order, unless otherwise agreed in advance by CSD in writing.

k. *Value Added Tax.* Except where otherwise stated, in any documentation sent to the Customer by Carestream Dental (including, but not limited to, the Customer's Order) which contains an estimate or quotation, all amounts stated are exclusive of VAT which is payable by the Customer on a VAT invoice.

l. *Shipping.* Unless otherwise agreed, Products will be delivered under the Delivered At Place (DAP) Incoterms rules according to which we are responsible for delivery of the Products, ready for unloading, at the named place of destination. We will select the timing and method of transportation and prepay the transportation charges including transit insurance. We will invoice you for any special shipping or postal charges at our reasonable discretion.

m. *Title.* Title to the Hardware shall not pass to you until the purchase price and VAT thereon have been paid in full to Carestream Dental. You shall not remove the Hardware from the place of use until the payment day. Until the payment date you shall not be entitled to sell, transfer, lease, charge, assign by way of security or otherwise deal with or encumber the Hardware and/or sale documentation. Any proceeds or rights obtained by you in breach of this clause shall be held by you as trustee on behalf of Carestream Dental.

## 6. Leasing, Implementation, Training and Conversion Services and Obligations

a. *Third Party Leasing.* You may enter into a financing agreement with a leasing company for financing the amounts due under this Agreement only if (i) CSD has previously approved the form of such leasing or financing agreement in writing before CSD becomes obligated to deliver Products or services pursuant to this Agreement and (ii) CSD is paid in advance. Regardless of any financing relationship you have with a leasing company, CSD shall be entitled to treat you as the owner and/or licensee of the Products purchased and licensed under this Agreement, and you and CSD shall remain directly and primarily liable to each other under this Agreement, notwithstanding any financing by a leasing company.

b. *Requirements.* CSD may provide or make available to Customer, (i) a list of hardware and CSD Software systems, and versions thereof, approved by CSD for use with the CSD Software, and/or (ii) technical information describing the technical requirements for the configuration of such systems and related computing or communication hardware and CSD Software to render such systems operable with the Products, including the CSD Sensei Platform and components thereof. Customer shall be solely responsible for ensuring that Customer Systems (i) are identified on the list of systems, if any, approved by CSD for use with the Products, including the CSD Sensei Platform, and/or (ii) meet or exceed the technical requirements for the configuration of such Customer Systems and related computing or communication hardware and CSD Software.

c. *Implementation Services.* You are solely responsible for the installation of the Equipment and CSD Software at your site, unless expressly indicated on the Order. Depending on the Equipment or CSD Software you have purchased, we may send you information explaining

your upcoming implementation and we may assign a project coordinator who will serve as a single point of contact during the implementation process.

d. *Site Layout, Electrical, Connectivity, and Network Cabling.* If you ask us to deliver and install Equipment, you are solely responsible for providing us with information on site layout, electrical power, multi-office connectivity needs and network cabling specifications prior to delivery. You are solely responsible for ensuring that communication lines, equipment, and services (such as, without limitation, services from Internet service providers) are installed and operational prior to delivery and installation.

e. *Integration Restrictions.* You understand that integration of CSD Software and hardware from sources other than CSD may not be feasible, and we make no guarantee that such integration can be achieved other than as expressly provided in the CSD documentation. You are responsible for any costs incurred by you because of our or your inability to integrate such other CSD Software and hardware. If you retain us to attempt integration, you agree to pay us for all services rendered in attempting to integrate such other CSD Software and hardware regardless of the ultimate outcome of that effort.

f. *Training.* We will provide the training set forth in the Order. Training may be available via virtual online classroom tools or as an exception and an additional fee, onsite at your office. Training will be provided by a CSD trainer or a CSD approved trainer. Training sessions may involve multiple trainers. You agree to pay for scheduled training services if not cancelled at least ten (10) business days in advance of the training date. As actual damages may be difficult to determine, if you cancel training fewer than ten (10) business days prior to training, then we may retain any fees you have paid us as liquidated damages, which is a reasonable estimate of damage. In all cases of training cancellations, you will reimburse us for the cost of any non-refundable travel and/or training related expenses incurred in advance for the express purpose of your training, regardless of the cancellation date. Any additional training beyond that listed in your Agreement will be quoted at our then-current rates and billed separately.

g. *Installation, Configuration, and/or Conversion Fees.* You will promptly pay us the amounts charged for installation, configuration and/or conversion as designated in the Order. Installation, configuration and/or conversion services not listed in your Agreement will be invoiced to you at our then-current time and materials rates. As may be listed in the Order, the installation charges may include staging fees for preparation and testing of your system prior to shipment and on-site hardware installation services. The files subject to the conversion services, if any, may be detailed in the Order and may include client files, payer files, procedure codes and other similar data sets. Conversion services do not include network cabling, which should be completed in advance by you.

h. *Expirations.*

i. Training Expiration. For training purchased either as a part of a bundle or a separate line item, if the training is not used within nine months of the installation date (in the case of training purchased with new CSD Software or Equipment), or within nine months of the invoice date (in the case of training purchased separate from the CSD Software or Equipment), then you will forfeit the training and the monetary value of the training. No credits, repayments, or extensions will be permitted.

ii. CSD Software-Related Services Expiration. CSD Software installation services, conversion services and customization services purchased either as a part of a bundle or a separate line item must be used within nine months following the Effective Date. No credits, repayments, or extensions will be permitted.

## 7. Returns.

a. Product returns are not permitted, except for cases where the return has been pre-authorized in writing by CSD. Under no circumstances will Carestream Dental accept any return of Installed Equipment more than 90 days after installation or any return of Small Equipment more than 90 days after shipping. Software license fees, training fees, shipping and handling fees, and other service fees are non-refundable. No returns will be accepted without a Return Merchandise Authorization ("RMA") number issued by Carestream Dental, which

will include return instructions that must be followed. The RMA number must be included on the packing slip for returned material(s). Returns must be delivered to Carestream Dental within 10 days after the RMA is issued. Late returns will be refused. All returned products must be in good working order and include all original packing materials and accessories. Carestream Dental will impose a restocking fee equal to 20% of the item purchase price on all returns and deduct that amount from the credit issued to the account. Consumable items, including sheaths, biteplates, bite sticks, chin rest, paddles, rinn kits, cables, holders and hubs, are not eligible for return.

## 8. Termination.

a. *General.* If you fail to perform any material obligation under this Agreement, including the non-payment of any invoice, then we may give written notice to you specifying the material failure. If the material failure is not corrected within 30 days after the date of such notice, then we may terminate this Agreement upon giving written notice to you. Our right to terminate this Agreement is in addition to all other rights that are available to us. We may also terminate or change this Agreement for any reason, or no reason, at any time during the term of this Agreement effective upon sixty (60) days' notice to you.

b. *Effect of Termination.* Upon termination or expiration of this Agreement, you will pay us all amounts you owe to us under this Agreement (including as set forth in Section 5(e)) through the date of termination or expiration. You will return any equipment or unused consumables to us that have been leased, rented or not fully paid for within five days of termination; with regard to CSD Software, you will irrevocably delete and cease using any CSD Software and send a certification of such deletion and cessation to us within five days of termination. If CSD holds any of your data, you will have the right to download or otherwise retrieve your data for sixty (60) days after termination. CSD may charge a fee for transferring this data. Thereafter, CSD may delete or otherwise dispose of your data at its sole discretion without consequence.

## 9. Nondisclosure and Confidentiality.

a. *Disclosure.* Each Party may disclose to the other party Confidential Information (as defined herein) of the Party or of the Party's associated companies, suppliers, or customers. "**Confidential Information**" means any non-public information, including but not limited to trade secrets, customer lists, and marketing information, that is of value to its owner and treated by its owner as confidential. In order to be considered Confidential Information, your Confidential Information must be prominently marked as confidential. Our Confidential Information must be marked confidential or if a reasonable person would consider our information confidential, it will also be considered to be our Confidential Information. Confidential Information does not include:

- i. information already known to recipient without an obligation to keep such information confidential;
- ii. information proven by written evidence to have been independently developed by the Party without any reference whatsoever to the other Party's Confidential Information;
- iii. information received by recipient in good faith from a third party lawfully in possession of the information and having no obligation to keep such information confidential; or
- iv. information publicly known at the time of recipient's receipt from the disclosing party.

b. *Requirement of Confidentiality.* The recipient of any Confidential Information shall:

- i. not disclose such information except to its employees, contractors, and subsidiaries who have a need to know and who are bound by confidentiality obligations substantially like those herein;
- ii. use such information only in connection with the purposes of this Agreement;

iii. take measures to protect and safeguard the Confidential Information using the same degree of care that the recipient uses to protect and safeguard its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care; and

iv. 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 any CSD Product or Service.

9.1 *Disclosure of Information.* Through CSD's performance under this Agreement, 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.

a. 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.

9.2 *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 Agreement 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.

The obligations in this Nondisclosure and Confidentiality Section will continue after any termination of this Agreement until a Party can no longer legally defend its confidentiality rights to its Confidential Information, and with respect to Confidential Information constituting a trade secret, for so long as such Confidential Information constitutes a trade secret under applicable law.

## 10. Intellectual Property

### 10.1 Definitions:

a. “*Intellectual Property*” means: (i) inventions, improvements, designs, patents, patent applications, and equivalents thereof; (ii) trademarks, service marks, and registrations and applications thereof; (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 CSD Software architecture, logic, algorithms, methods, processes, drawings, designs, programming, computer CSD 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.

10.2 *Ownership of Intellectual Property.* Subject to the rights granted to Customer hereunder and subject to the other terms and conditions of this Agreement, all Intellectual Property and Intellectual Property Rights of CSD in and to the CSD Sensei 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 Software 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 Software or to Customer’s access and use of the CSD Software, 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 Software.

### 10.3 *Enforcement of Intellectual Property Rights.*

10.3.1 *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. Customer shall also provide CSD with reasonable evidence thereof if Customer is aware of or possesses such evidence.

10.3.2 *Enforcement.* CSD intends to protect the CSD Software 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 Software 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 Software, 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.

10.4 *Intellectual Property Markings.* CSD may mark or identify the components of the CSD Software 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 Agreement.

10.4.1 *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 Licensed under this Agreement, 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.

11. **Export.** Each party shall comply with the export laws, rules and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) you shall not permit authorized users to access or use the Products or any component thereof, CSD Software or Patient Solutions Services in violation of any U.S. export embargo, prohibition or restriction countries (including Iran, North Korea, Sudan or Syria).

## 12. Indemnities.

12.1 *Indemnification by CSD.* Subject to the last two sentences of this section, CSD will defend Customer from and against any and all claims, losses, damages, liabilities and expenses (“**Losses**”) brought against Customer by a third party alleging the Products as provided by CSD infringe the intellectual property rights of the claimant. CSD’s obligations to defend or indemnify will not apply to the extent a claim is based on or arises from (i) Customer’s or a third party’s technology, software, materials, data or business processes; (ii) a combination of the Products with non-CSD products or services; (iii) any use of the Products not in compliance with CSD’s documents or instructions regarding use of the Products, or this Agreement generally; or (iv) repair or modification of the Products other than by CSD. Notwithstanding the above, CSD may choose, at its sole discretion, to enact any of the following as its sole obligation or remedy for any infringement or misappropriation claim, at no additional cost to Customer, with no further obligation or liability by CSD to Customer: (a) modify the Products to avoid infringement or misappropriation; (b) obtain a license that enables Customer to continue using the Products; (c) terminate Customer’s subscriptions for the affected Products and refund Customer any related prepaid fees for the remainder of the subscription term; or (d) return of the Products with a refund to Customer of the adjusted, previously owed value of such Products. **THIS SECTION STATES CUSTOMER’S SOLE REMEDY, TO THE EXCLUSION OF ALL OTHER REMEDIES (IN CONTRACT, TORT OR OTHERWISE), AND CSD’S TOTAL LIABILITY REGARDING THE CLAIMS AND LIABILITIES ADDRESSED BY THIS SECTION.**

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 Rights attributable to use of the CSD Products or any component thereof in combination with other CSD Software or methods, computer hardware, computer CSD 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 Agreement; or, (iv) the untruth of any representation or warranty made by Customer in this Agreement.

**12.3 Cooperation by Indemnified Party.** Notwithstanding Sections 12.1 and 12.2 of this Agreement, 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 Agreement. 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. Data Security and Privacy Compliance.

a. **Data Security.** Consistent with all applicable national, state and federal regulations, the Parties shall maintain appropriate security measures to protect personal information of your patients to which the Parties are exposed in relation to Products under this Agreement. CSD will conduct assessments, and any vulnerabilities discovered are corrected and managed. CSD shall be responsible for coordinating such assessments with its third-party hosting provider. Customer represents and warrants that it will use commercially reasonable efforts to ensure that Customer's systems to obtain the Patient Solutions Services; deploy any Product; or implement any CSD Software, code, hardware, or firmware used to obtain Patient Solutions Services will not contain any virus, Trojan horse, or malicious code, including any self-replicating or other computer instructions that may (a) prevent or inhibit use of the Products, or (b) result in unauthorized access to or modification of a party's confidential information or any CSD Software or systems used in connection with the Patient Solutions Services ("Harmful Code"). If the Customer's use of the Patient Solutions Services, any Product, or CSD Software, code, firmware or media contain Harmful Code, Customer will immediately notify CSD and modify such Product, CSD Software, code, firmware or media to remove such Harmful Code at no additional charge.

b. **Privacy.** The Parties will comply with all applicable privacy and data protection laws, including but not limited to the **Data Protection Act 2018** ("DPA"). The parties acknowledge that CSD is merely a service provider, processing personal data (as defined by applicable law) under the instruction of Customer, and has no independent rights to such personal data outside the provision of the Products to Customer. Customer consents and authorizes CSD, at no charge to CSD, to use, access, and provide Customer's practice management data, record data, and other data, to third parties for demographic, commercial, or other use; so long as such data is in an aggregated, masked or other form ensuring the provided data has been anonymised and cannot be associated with the Customer's practice or Customer's individual patients. Notwithstanding the foregoing, Customer agrees that CSD may provide data subject to this section to service providers to undertake any activities which

CSD is permitted to do itself. For avoidance of doubt, the purposes for disclosure of data subject to this section may include sales and marketing efforts on behalf of CSD.

c. **Communication.** Customer explicitly consents to CSD's communication via email, phone, text message and all other forms of electronic communication.

d. **Third-Party Consent.** 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 DPA), including to enable CSD to make such uses as are set out in this Section 13, before providing Patient Health Data relating to or provided by such third parties to CSD or through any CSD portal including the CSD Sensei Platform. CSD shall have no obligation to obtain such consents.

#### 13.1 For Sensei Platform Users:

a. The CSD Sensei 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 Platform by or on behalf of Customer and (ii) for purposes of cloud hosting and as otherwise permitted by the Agreement, 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 Sensei Platform, and each of their respective service providers and subcontractors (each of the foregoing, a "Cloud Vendor").

Customer acknowledges that some Data, may constitute a special category of personal data (as defined in the **DPA**) and that CSD's use, and disclosure of such data is governed by such legislation.

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 Data provided by Customer or otherwise contained in the 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 and processing, including disclosure to Customer or third parties of personal data in aggregated or anonymised form, in accordance with the DPA.

### 14. Limitation of Liability.

a. **Limitation of Remedy.** In no event will CSD, its affiliates, or any of its or their officers, directors, employees, stockholders, agents or representatives be liable to the other party or any other person or entity; except with respect to a breach of a CSD's representations and warranties, of its confidentiality obligations hereunder; for any special, indirect, incidental, exemplary, punitive, or consequential damages, including but not limited to any loss of or damage to goodwill, loss of business, loss of revenue, or loss of anticipated profits or savings, even if the other party has been notified of the possibility or likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise.

b. **Services.** CSD SOFTWARE LICENSES AND SERVICES ARE SOLD "AS-IS". CSD ASSUMES NO RESPONSIBILITY FOR ANY CSD SOFTWARE OR SERVICES DELIVERED OR SOLD BY OR FOR YOU, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT IN THOSE JURISDICTIONS WHERE SUCH WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CANNOT BY LAW OR REGULATION BE DISCLAIMED.

c. **Maximum Liability.** EXCEPT FOR OUR LIABILITY FOR INFRINGEMENT INDEMNITY, AND OUR LIABILITY FOR DEATH, PERSONAL INJURY OR PHYSICAL PROPERTY DAMAGE (TO THE EXTENT ARISING OUT OF OR RESULTING FROM A PROVEN MANUFACTURING OR DESIGN DEFECT IN A PRODUCT, OR FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) AND OUR

LIABILITY FOR A BREACH OF OUR CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL OUR LIABILITY FOR DAMAGES TO YOU, OR TO ANY OTHER ENTITY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED (X) THE AMOUNT RECEIVED BY US FOR THE SPECIFIC ITEM OF EQUIPMENT THAT GAVE RISE TO SUCH LIABILITY OR (Y) THE AMOUNT PAID UNDER THIS CONTRACT IN THE TWELVE MONTHS PRECEDING OUR NOTIFICATION OF THE INCIDENT GIVING RISE TO SAID LIABILITY FOR THE SPECIFIC CSD SOFTWARE, SERVICES OR PATIENT SOLUTIONS SERVICES THAT GAVE RISE TO SUCH LIABILITY.

d. *Limits.* THE FOREGOING LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

**15. WEEE Regulations 2013.** In compliance with Regulation 12 of the WEEE Regulations 2013, the parties agree that the Customer will be responsible for the financing of the costs for the collection, treatment, recovery, and disposal of the supplied electrical and electronic equipment when it becomes waste. Any charges in this Agreement do not include costs for collection, treatment, recovery and disposal of old and new electric devices".

**16. Miscellaneous.**

a. *Relationship of Parties.* Each party is an independent contractor under this Agreement. This Agreement will not be construed to create any employment, partnership, joint venture or agency relationship or to authorize any party to enter into any commitment or contract binding on the other party.

b. *Assignment.* This Agreement, any applicable Orders and all rights and obligations under the same may not be assigned in whole or in part by you, including to a leasing company, without our prior written consent. However, in the limited case wherein Customer sells or otherwise transfers Customer's entire practice or a substantial portion thereof to a third party, the CSD Software License, if applicable, will transfer to such third party effective upon (i) Written Notice to CSD and (ii) that third party's agreement to accept this complete and unaltered Agreement as evidenced by the execution and return of CSD's License Transfer Agreement and (iii) the prompt payment of any applicable transfer fees Carestream may freely assign this Agreement, in whole or in part, including (i) to any affiliate or (ii) in connection with a reorganization, merger, consolidation, acquisition, divestiture or restructuring involving all or substantially all of Carestream's voting securities or assets This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors and assigns.

c. *No Waiver.* No delay or failure in exercising any right under this Agreement and no partial or single exercise of such right will be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement will constitute consent to any prior or subsequent breach.

d. *Contact.* By acknowledging this Agreement, you agree that we may contact you at any phone number or email address provided hereinabove for anything related to the Products purchased under this Agreement. You must contact us by the following methods:

Billing inquiries: 0207 572 1206 or email [eu-accountsreceivable@csdental.com](mailto:eu-accountsreceivable@csdental.com);

Changes to or cancellation of your services or warranties: [ukcontracts@csdental.com](mailto:ukcontracts@csdental.com)

Confidential Information or indemnification notifications must be mailed to Carestream Dental LLC, 3625 Cumberland Blvd, Suite 700, Atlanta, GA 30339, Attention: General Counsel, or [Legal@csdental.com](mailto:Legal@csdental.com).

e. *Force Majeure.* Neither party will be liable for failure to perform any of its respective obligations under this Agreement, other than the payment of fees, if and during such time as such failure is caused by an event outside its reasonable control, including, but not limited to, an act of God, war (declared or undeclared), terrorism,

strike, labor shortage, pandemic, epidemic, widespread disease, or natural disaster ("**Force Majeure**").

f. *Governing Law.* The Agreement and these Terms and Conditions of Business shall be governed by and construed in accordance with English Law and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

g. *Amendments.* **CSD reserves the right to amend, modify, supplement, restate, and/or replace this Agreement at any time at CSD's sole discretion.**

h. *Headings.* The headings contained in this Agreement, or any related Agreements are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

i. *Severability.* If any provision of this Agreement is held invalid, void, or inoperative by a court of competent jurisdiction, no other provision of this Agreement shall be affected as a result thereof and the remaining provisions of this Agreement 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.

j. *Feedback.* Notwithstanding the foregoing, it is possible that Participant may evaluate or use Carestream Dental products and may provide Carestream Dental with feedback, suggestions, or ideas, including, without limitation, product improvements, or new products or feature ideas to Carestream Dental (collectively, "**Feedback**"). Any and all such Feedback shall be Carestream Dental property and Carestream Dental Confidential Information. Participant hereby assigns any and all rights to such Feedback to Carestream Dental and agrees Carestream Dental may incorporate any such Feedback into its products and services without compensation to Participant.

k. *Survivability.* Terms and conditions of this Agreement that require performance after the termination of this Agreement, 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 Agreement. The provisions of this Section 16 shall also survive any expiration or earlier termination of this Agreement.

l. *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 Agreement.

m. *Remedies.* Customer understands and agrees that its promises and covenants under this Agreement are special, unique, and of extraordinary character, and in the event of any default, breach, or threatened breach of this Agreement 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 Agreement 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 Agreement, the damage, if any, caused to Customer thereby will not be irreparable or otherwise Customer may seek 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.

n. *Counterparts.* This Agreement 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.

*o. No Third-Party Beneficiary Rights.* This Agreement 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 Agreement or any provision contained herein or contemplated hereby.

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

*q. Entire Agreement.* This Agreement, any Order Form and the specific terms and conditions constitute the entire agreement between the Parties as to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, whether written or oral. In the event of a conflict between the Order and the Master Terms, the Order will control. In the event of a conflict between the Master Terms and any specific terms and conditions, the specific terms and conditions shall control. In the event of a conflict between the Order and any specific terms and conditions, the Order shall control.

Accepted: Customer Initials \_\_\_\_\_