

INVENTORY SIGHT END USER LICENSE AGREEMENT

PLEASE NOTE THAT THE TERMS OF THIS END USER LICENSE AGREEMENT SHALL GOVERN YOUR USE OF THE SOFTWARE, REGARDLESS OF ANY TERMS THAT MAY APPEAR DURING THE INSTALLATION OF THE SOFTWARE.

IMPORTANT, READ CAREFULLY: BY CREATING AN ORDER, OR USING THE PLATFORM, OR HARDWARE YOU (THE INDIVIDUAL OR LEGAL ENTITY) AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT (“EULA”). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST NOT CREATE AN ORDER, OR LOGIN, OR USE THE SOFTWARE, AND YOU MUST RETURN ANY HARDWARE TO INVENTORY SIGHT WITHIN 7 BUSINESS DAYS.

LIMITED LICENSE. As the limited licensee, your use of the platform is only permitted for the period limited by your term license. Notwithstanding any other provision in this EULA, the limited License of the platform is provided “AS-IS” without indemnification, support or warranty of any kind, expressed or implied.

1. DEFINITIONS.

1.1 “**Affiliate**” means, with respect to a party at a given time, an entity that then is directly or indirectly controlled by, is under common control with, or controls that party, and here “control” means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of that entity.

1.2 “**Documentation**” means that documentation that is generally provided to You by Inventory Sight with the Platform, as revised by Inventory Sight from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.

1.3 “**Intellectual Property Rights**” means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.

1.4 “**License**” means a license granted under Section 2.1 (General License Grant).

1.5 “**License Term**” means the duration of a License as specified in the Order.

1.6 “**License Type**” means the type of License applicable to the Platform, as more fully described in the Order.

1.7 “**Software as a Service**” means the Software and Services being provided as a service with a monthly/yearly reoccurring charge for the maintenance of said Platform.

1.8 “**Open-Source Software**” or “**OSS**” means software components embedded in the Platform and provided under separate license terms, which can be found either in the open_source_licenses.txt file (or similar file) provided within the Platform or at www.dental.inventorysight.com/download/open_source.html.

1.9 “**Order**” means a purchase order, enterprise license agreement, or other ordering document issued by You to Inventory Sight or an Inventory Sight authorized reseller that references and incorporates this EULA and is accepted by Inventory Sight as set forth in Section 4 (Order).

1.10 “**Product Guide**” means the current version of the Product Guide at the time of Your Order, copies of which are found at www.dental.inventorysight.com.

1.11 “**Support Services Terms**” means Inventory Sight’s then-current support policies, copies of which are posted at www.inventorysight.com/support/policies. The policies can change from time to time and will be reflected on the website.

1.12 “**Software**” means all applications on or offline provided to you by Inventory Sight to which You acquire a license under an Order, together with any software code relating to the foregoing that is provided to You pursuant to a support and subscription service contract and that is not subject to a separate license agreement.

1.13 “**Third Party Agent**” means a third party delivering information technology services to you pursuant to a written contract with You.

1.14 “**iSight**” means Inventory Sight, Inc., a New Jersey corporation, if You are purchasing Licenses or services for use in the United States and Inventory Sight, a company organized and existing under the laws of United States, for all other purchases.

2. **LICENSE GRANT.**

2.1 **General License Grant.** Inventory Sight grants to You a non-exclusive, non-transferable (except as set forth in Section 12.1 (Transfers; Assignment)) license to use the Platform and the Documentation during the period of the license and within the Territory, solely for Your internal business operations, and subject to the provisions of the Product Guide. Unless otherwise indicated in the Order, licenses granted to You will be for the term specified in the Order (1,2, or 3 years) , will be for use of object code only, and will commence on the date that the order is placed.

2.2 **Third Party Agents.** Under the License granted to You in Section 2.1 (General License Grant) above, You may permit Your Third Party Agents to access, use and/or operate the Platform on Your behalf for the sole purpose of delivering services to You, provided that You will be fully responsible for Your Third Party Agents’ compliance with terms and conditions of this EULA and any breach of this EULA by a Third Party Agent shall be deemed to be a breach by You.

2.3 **Copying Documentation Permitted.** You may copy the Documentation as necessary to Train and Educate Users of the platform only.

2.4 **Open-Source Software.** Notwithstanding anything herein to the contrary, Open-Source Software is licensed to You under such OSS’s own applicable license terms, which can be found in the [open_source_licenses.txt](#) file, the Documentation or as applicable, the corresponding source files for the Software available at www.inventorysight.com/download/open_source.html. These OSS license terms are consistent with the license granted in Section 2 (License Grant) and may contain additional rights

benefiting you. The OSS license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on you than the applicable OSS license terms.

3. **RESTRICTIONS; OWNERSHIP.**

3.1 **License Restrictions.** We reserve the right to remove any feature from the platform for any reason including if we are uncertain about their intentions, conduct or feel they are in breach of our Terms. You may only upload data to our platform with authorization from the person whose has signed this agreement. Data may only be uploaded to our platform for the inventory management of dental practice products. The products and features under these terms are not available to rent, lease, distribute, or resell the Product(s), or use the Product(s) as the basis for or in conjunction with developing a competitive solution (or contract with a third party to do so), or remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Product(s).

3.2 **Reverse Engineering/De-compilation.** Decompiling or Reverse Engineering of any of the Software contained or described within the platform, mobile app, consumption pad, or any other new additions is not permitted under any circumstance.

3.3 **Ownership.** All aspects of the platform including; Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of Inventory Sight and its licensors. Your rights to use the Platform shall be limited to those expressly granted in this EULA and any applicable Order. No other rights with respect to the Platform or any related Intellectual Property Rights are implied. You are not authorized to use (and shall not permit any third party to use) the Platform, Documentation or any portion thereof except as expressly authorized by this EULA or the applicable Order. Inventory Sight reserves all rights not expressly granted to You. Inventory Sight does not transfer any ownership rights in any Platform.

3.4 **Branding.** In accordance with the Brand Use Guidelines, you agree to provide proper credit to Inventory Sight for any use of its products.

4. **ORDER.** Your Order is subject to this EULA. No Orders are binding on Inventory Sight until accepted by Inventory Sight. Orders for Service are deemed to be accepted upon completion of documentation on Inventory Sight's website (www.inventorysight.com), and successful payment received by inventory Sight.

5. **SUPPORT AND SUBSCRIPTION SERVICES.** Inventory Sight does provide limited support for its subscription services for the Platform under this EULA. You have the right to any updates, upgrades, extensions or enhancements to which you are contracted for under your Order. Additionally, you can purchase separately additional support services from Inventory Sight that will remain in effect for the duration of your contract. Support or subscription services are subject to the Support Services Terms.

6. **WARRANTIES.**

6.1 **Platform Warranty, Duration and Remedy.** Inventory Sight warrants to You that the Platform will operate as intended during the duration of your license. Inventory Sight warrants to You that the Hardware will be free from manufactures defect during the period of ninety (90) days after receipt.

6.2 **Platform Disclaimer of Warranty.** OTHER THAN THE WARRANTY ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INVENTORY SIGHT AND ITS SUPPLIERS MAKE NO OTHER EXPRESS WARRANTIES UNDER THIS EULA, AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. INVENTORY SIGHT AND ITS LICENSORS DO NOT WARRANT THAT THE PLATFORM WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET YOUR REQUIREMENTS.

7. **INTELLECTUAL PROPERTY INDEMNIFICATION.**

7.1 **Defence and Indemnification.** Subject to the remainder of this Section 8 (Intellectual Property Indemnification), Inventory Sight shall defend You against any third party claim that the Platform infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of Your actions) under the laws of: (a) the United States and indemnify You from the resulting costs and damages finally awarded against You to such third party by a court of competent jurisdiction or agreed to in settlement. The foregoing obligations are applicable only if You: (i) promptly notify Inventory Sight in writing of the Infringement Claim; (ii) allow Inventory Sight sole control over the defence for the claim and any settlement negotiations; and (iii) reasonably cooperate in response to Inventory Sight requests for assistance. You may not settle or compromise any Infringement Claim without the prior written consent of Inventory Sight.

7.2 **Remedies.** If the alleged infringing Software become, or in Inventory Sight's opinion be likely to become, the subject of an Infringement Claim, Inventory Sight will, at Inventory Sight's option and expense, do one of the following: (a) procure the rights necessary for You to make continued use of the affected Software; (b) replace or modify the affected Software to make it non-infringing; or (c) terminate the License to the affected Software and discontinue the related support services, and, upon Your certified deletion of the affected Software, refund: (i) the fees paid by You for the License to the affected Software, less straight-line depreciation over a three (3) year useful life beginning on the date such Software was delivered; and (ii) any pre-paid service fee attributable to related support services to be delivered after the date such service is stopped. Nothing in this Section 8.2 (Remedies) shall limit Inventory Sight's obligation under Section 8.1 (Defense and Indemnification) to defend and indemnify You, provided that You replace the allegedly infringing Software upon Inventory Sight's making alternate Software available to You and/or You discontinue using the allegedly infringing Software upon receiving Inventory Sight's notice terminating the affected License.

7.3 **Exclusions.** Notwithstanding the foregoing, Inventory Sight will have no obligation under this Section 8 (Intellectual Property Indemnification) or otherwise with respect to any claim based on: (a) a combination of Software with non-Inventory Sight products (other than non-Inventory Sight products; (b) use for a purpose or in a manner for which the Software was not designed or intended (c) any claim

that relates to open source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by Inventory Sight into; or (f) any Software provided on a no charge, beta or evaluation basis. THIS SECTION 8 (INTELLECTUAL PROPERTY INDEMNIFICATION) STATES YOUR SOLE AND EXCLUSIVE REMEDY AND INVENTORY SIGHT'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

8. **LIMITATION OF LIABILITY.**

8.1 **Limitation of Liability.** TO THE MAXIMUM EXTENT MANDATED BY LAW, IN NO EVENT WILL INVENTORY SIGHT AND ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR IS HINDERED, DELAYED, OR PREVENTED BECAUSE OF AN EVENT THAT THE PARTIES COULD NOT HAVE ANTICIPATED OR CONTROLLED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. INVENTORY SIGHT'S AND ITS LICENSORS' LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR IS HINDERED, DELAYED, OR PREVENTED BECAUSE OF AN EVENT THAT THE PARTIES COULD NOT HAVE ANTICIPATED OR CONTROLLED., EXCEED THE GREATER OF THE LICENSE FEES YOU PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM OR \$2000.00. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER INVENTORY SIGHT OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.2 **Further Limitations.** Inventory Sight's licensors shall have no liability of any kind under this EULA and Inventory Sight's liability with respect to any third-party software embedded in the Platform shall be subject to Section 9.1 (Limitation of Liability). You may not bring a claim under this EULA more than twelve (12) months after the cause of action arises.

9. **TERMINATION.**

9.1 **EULA Term.** The term of this EULA begins with confirmation that your Order has been accepted and all fees have been received and continues until this EULA is terminated in accordance with Section 10.

9.2 **Termination for Breach.** Inventory Sight may terminate this EULA effective immediately upon written notice to You if: (a) You fail to pay any portion of the fees under an applicable Order within ten (10) days after receiving written notice from Inventory Sight that payment is past due; or (b) You breach any other provision of this EULA and fail to cure within thirty (30) days after receipt of Inventory Sight's written notice thereof.

9.3 **Termination for Insolvency.** Inventory Sight may terminate this EULA effective immediately upon written notice to You if You: (a) terminate or suspend your business; (b) become insolvent, admit

in writing Your inability to pay Your debts as they mature, make an assignment for the benefit of creditors; or become subject to control of a trustee, receiver or similar authority; or (c) become subject to any bankruptcy or insolvency proceeding.

9.4 Effect of Termination. Upon Inventory Sight's termination of this EULA: (a) all Licensed rights to all Platform services granted to You under this EULA will immediately cease; and (b) You must cease all use of Platform, and return all leased hardware to Inventory Sight, and return, or if requested by Inventory Sight, destroy, any related Inventory Sight Confidential Information in Your possession or control and certify in writing to Inventory Sight that You have fully complied with these requirements. Any provision will survive any termination or expiration if by its nature and context it is intended to survive, including Sections 1 (Definitions), 2.6 (Open-Source Software), 3 (Restrictions; Ownership), 7.2 (Software Disclaimer of Warranty), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information) and 12 (General).

10. CONFIDENTIAL INFORMATION.

10.1 Definition. "Confidential Information" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which are in tangible form and labelled "confidential" or the like, or information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding Inventory Sight's pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software or Services.

10.2 Protection. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by this EULA and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this EULA and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

10.3 Exceptions. Recipient's obligations under Section 11.2 (Protection) with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

10.4 **Data Privacy.** Inventory Sight will maintain all data in a secure manner in accordance with industry standard practices. All data will be stored and processed in the United States.

11. GENERAL.

11.1 **Notices.** Any notice delivered by Inventory Sight to You under this EULA will be delivered via email to the account owner.

11.2 **Waiver.** Failure to enforce a provision of this EULA will not constitute a waiver.

11.3 **Severability.** If any part of this EULA is held unenforceable, the validity of all remaining parts will not be affected.

11.4 **Compliance with Laws; Export Control; Government Regulations.** Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this EULA.

11.5 **Construction.** The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word ‘including’ means “including but not limited to”.

11.6 **Governing Law.** This EULA is governed by the laws of the State of New Jersey, United States of America, and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Morris County, New Jersey will be the exclusive jurisdiction for disputes arising out of or in connection with this EULA. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

11.7 **Third Party Rights.** Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

11.8 **Order of Precedence.** In the event of conflict or inconsistency among the Product Guide, this EULA and the Order, the following order of precedence shall apply: (a) the Product Guide, (b) this EULA

and (c) the Order. With respect to any inconsistency between this EULA and an Order, the terms of this EULA shall supersede and control over any conflicting or additional terms and conditions of any Order, acknowledgement or confirmation or other document issued by You.

11.9 Entire Agreement. This EULA, including accepted Orders and any amendments hereto, and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof. This EULA may be amended only in writing signed by authorized representatives of both parties.

11.10 Contact Information. Please direct legal notices or other correspondence to Inventory Sight, Inc., 43 Cottage Place, Riverdale, New Jersey 07457, United States of America, Attention: Legal Department.