

END USER LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY: This End User License Agreement (“EULA”) is a legal agreement between you (either an individual or on behalf of a single entity) and MediaMed, Inc. (“MediaMed”) for the computer programs and data in machine-readable form and related documentation, which accompanies this EULA (together, the “Licensed Program” or “Licensed Content”). An amendment or addendum to this EULA may accompany the Licensed Program. BY CLICKING ON THE “I ACCEPT THE TERMS IN THE EULA” ICON BELOW OR INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL, COPY OR USE THE LICENSED PROGRAM, AND CLICK ON THE ICON BELOW LABELED “I DO NOT ACCEPT THE TERMS IN THE EULA” AND DESTROY ANY CDS CONTAINING THE LICENSED PROGRAM.

1. Software License

(a) MediaMed grants you a nonexclusive, non-transferable license to install, access and display at the location(s) approved by MediaMed the Licensed Content for the Term and pursuant to the terms set forth in this EULA.

2. Use of the Licensed Program.

(a) You are responsible for independently obtaining the computer terminal(s) (“the Equipment”) on which the Licensed Program will operate. You may use the Licensed Program only on Equipment at the location(s) authorized by MediaMed and such Licensed Program is for office use only. You are responsible for ensuring a proper environment and proper utilities for the Equipment on which the Licensed Program will operate, including but not limited to, an adequate power supply and Internet connection. MediaMed is not responsible for any loss of your information or data for any reason, including without limitation, power outages or loss of connection to the Internet.

(b) You agree to accurately enter the sex and year of birth of each patient prior to showing any Licensed Content to such patient. You acknowledge that the sex and birth year of each patient and the date and time of each video watched (together, the “Statistical Information”) will be saved on the local server on your Equipment at your office (the “Local Server”) and electronically sent to the MediaMed server. MediaMed will have the right to use and disclose to third parties such Statistical Information in the aggregate. You and MediaMed agree that under no circumstances shall any patient information, including without limitation, personally identifiable information such as name, address, email address or phone number, be sent to MediaMed or come within MediaMed’s possession. You will not send or in any way make accessible to MediaMed (i) any patient personally identifiable information or (ii) any patient medical records. MediaMed will have no responsibility or liability for any information stored on your Local Server. You are solely responsible for the collection, use, disclosure and preservation of any information stored on your systems and will be responsible for the backup of such information. You represent that all information regarding patients has and will be collected, used and disclosed only in accordance with applicable laws.

(c) You agree to use the Licensed Content and present the Licensed Content to your patients for informational purposes only and will not use such Licensed Content as a substitute for your description of any dental procedure or disclosure or advice regarding any dental procedure. You are solely responsible for providing diagnoses to patients and choosing the specific Licensed Content shown to any patient. You acknowledge that MediaMed does not provide medical or dental advice or diagnoses and MediaMed shall not be liable to you for any misinterpretation or misunderstanding of the Licensed Content by you or any other third party, including without limitation, your patients or staff.

(d) You agree to comply with all laws applicable to the Licensed Program, including without limitation, the U.S. Export Administration Regulations.

(e) You will make all monthly payments for (i) support services and (ii) the use of the Licensed Program, if any are required, to MediaMed when due. Any late or insufficient payment shall be considered a breach of this EULA.

3. Term/Termination. (a) You shall have a 30-day trial period use the Licensed Program commencing on installation (the “Initial Term”). If you choose to use the Licensed Program after the Initial Term, you must pay MediaMed the license fee for the Licensed Program and obtain a user ID and password from MediaMed to continue to use the Licensed Program until any termination hereunder (the “Extended Term” and together with the Initial Term, the “Term”). You will not have any rights to use the Licensed Program after the Initial Term if you do not pay MediaMed a license fee and obtain a password for continued use of the Licensed Program.

(b) MediaMed may terminate this EULA if (i) you breach any term, condition, or covenant in this EULA or (ii) you (A) become insolvent, (B) or become a party to any bankruptcy or receivership proceeding or any similar action affecting your financial condition or property, if such proceeding has not been dismissed within 30 days, or (C) make a general assignment for the benefit of creditors.

(c) Upon termination of this EULA for any reason, the license for the Licensed Program will terminate and you shall (i) immediately cease all use of the Licensed Program, (ii) destroy any CD(s) containing the Licensed Program, (iii) destroy or erase any copies of the Licensed Program, including without limitation, those on your Equipment, and all other materials pertaining to the Licensed Program in your possession and (iv) certify in writing to MediaMed compliance with this subsection within fifteen (15) days of such termination.

(d) In the event of any termination or expiration of this EULA for any reason, all provisions of this EULA whose meaning requires them to survive shall survive the expiration or termination of this EULA, including, without limitation, Sections 3(c) and (d), 5(a), (b) and (d), 6, 8 and 10.

4. Support Services. (a) MediaMed will provide its standard support services for the Licensed Program as described on MediaMed's website currently located at www.mediamed.com (the "MediaMed Site") for the applicable support fee. If MediaMed identifies that any problem is due to modifications not made by MediaMed or misuse of the Licensed Program, MediaMed may charge you its then-current rate for such support services. MediaMed may offer other support services or packages for fees specified on the MediaMed Site. MediaMed offers support only for the most current version of the Licensed Program issued by MediaMed. You will permit MediaMed to substitute or incorporate all new releases or fixes of the Licensed Program issued by MediaMed. MediaMed shall be entitled to perform maintenance and support on the Licensed Program at any time during business hours.

(b) MediaMed will provide you with any upgrades and updates for the Licensed Program as long as you pay the support fees required for you to receive such upgrades and updates. Upgrades and updates will be considered part of the Licensed Program and subject to the terms of this EULA. What constitutes an upgrade or update shall be determined by MediaMed in its sole discretion. The Licensed Program and all associated updates and upgrades are licensed as a single product and such updates and upgrades may not be separated from the Licensed Program. If you stop paying support fees at any time, you must cease all use of the Licensed Program, unless you receive the written consent of MediaMed to continue such use pursuant to the terms of this EULA. If you later desire to start using the Licensed Program again and pay the then-current support fee, MediaMed may require you, in its discretion, to pay a reactivation fee or pay for any upgrades or updates issued when you were not paying for support services.

5. Ownership/Title.

(a) MediaMed and its licensors will have sole and exclusive ownership of all right, title, and interest in and to the Licensed Program and all modifications and enhancements thereof, including without limitation, upgrades and updates. You may not sublicense, sell, transfer, copy, modify, or distribute the Licensed Program, or any copy, adaptation, or portion thereof. You shall not modify or remove and must display at all times the trademark and copyright notices and any identification numbers contained on the Licensed Program. You may not reverse assemble or compile, or otherwise translate the Licensed Program. You may only use the Licensed Program as specified in this EULA. MediaMed reserves all rights not expressly granted in this EULA.

(b) You acknowledge that, in the event of your breach of any of the foregoing provisions, MediaMed may not have an adequate remedy in money or damages. MediaMed will therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction, in addition to all other available remedies.

(c) If a third party claims that the Licensed Program infringes its patent, copyright, or any other intellectual property right, MediaMed may, at its option, choose to (i) procure for you the right to continue to use the Licensed Program or (ii) modify or replace the Licensed Program with non-infringing material. If MediaMed determines that neither of these alternatives is reasonable, MediaMed may terminate this EULA and you agree to cease using and destroy or erase the Licensed Program. However, MediaMed has no obligation for any claim based on your misuse or modification of the Licensed Program or its combination, operation, or use with any product, data, or apparatus not provided by MediaMed. This paragraph states MediaMed's entire obligation and your sole remedy with respect to any claim of infringement.

(d) You acknowledge that the programs, data-base information, and user materials included in the Licensed Program contain confidential information and trade secrets of MediaMed and its licensors, which MediaMed has entrusted to you in confidence to use only as expressly permitted by this EULA. You acknowledge that MediaMed

claims and reserves all rights and benefits afforded under federal law in the programs, data-base information, and user materials included in the Licensed Program as copyrighted works.

6. **Indemnification.** You will indemnify, hold harmless from, and, if MediaMed requests, defend MediaMed against all claims, suits, proceedings, liabilities losses and costs (including reasonable attorneys' fees), directly or indirectly (i) relating to your installation and use of the Licensed Program, including but not limited to, all claims for personal injury, property damage and any claims by patients, employees or independent contractors, (ii) arising from your breach of the EULA or (iii) arising from your transfer or disclosure of any patient information, including without limitation personally identifiable information, to MediaMed.

7. **Warranty Disclaimer.** (a) MEDIAMED DOES NOT WARRANT THAT THE LICENSED PROGRAM CAN BE USED WITHOUT INTERRUPTION OR THAT IT IS ERROR-FREE. MEDIAMED RESERVES THE RIGHT TO MAKE MODIFICATIONS AND ENHANCEMENTS OF THE LICENSED PROGRAM. MEDIAMED DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8. **Limitation of Liability.** (a) THE LIABILITY OF MEDIAMED TO YOU FOR ANY CLAIM WHATSOEVER RELATED TO THE LICENSED PROGRAM AND THIS EULA, INCLUDING BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE UNDER THIS EULA BY YOU TO MEDIAMED WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL MEDIAMED BE LIABLE TO YOU FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST YOU BY ANY OTHER PARTY, EVEN IF MEDIAMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR DEMANDS.

(b) Some states and jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties. Therefore some of the limitations set forth in Sections 7 and 8 may not apply to you.

9. **Taxes.** You will pay all applicable federal, state, and local taxes, however designated, levied, or based upon your license of the Licensed Program, your use of the Licensed Program, this EULA, or the fees payable under this EULA, exclusive of taxes based on net income derived by MediaMed.

10. **Miscellaneous.** (a) This EULA will be governed by and construed under the laws of the State of California. The parties submit to the jurisdiction of the state and federal courts in Santa Clara County in the State of California in any litigation or dispute arising out of or related to the EULA.

(b) MediaMed will not be responsible for delays or failures in its performance resulting either from acts or omissions beyond its reasonable control or from events or circumstances attributable to the manufacturers of the media devices included in the Licensed Program. This EULA may not be assigned by you without MediaMed's consent. MediaMed may assign this EULA in its sole discretion. No waiver of any provision in this EULA will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver. All notices or other communications must be in writing and will be deemed effectively given on the date of service if served personally or by confirmed electronic facsimile transmission, one business day after being sent if sent by a courier service guaranteeing next-day delivery, and on the seventh day after mailing by first class United States certified mail, as the case may be, postage prepaid, to the addresses listed on the signature page. The EULA, including all attachments, contains the entire understanding of the parties and supersedes any prior understanding or agreement between the parties.