

End User License and Services Agreement: Evident Dentist Online Account

Effective Date: May 2017

Please read these terms and conditions, as amended from time to time (this “**Agreement**”) carefully before using the Evident Dentist Online Account (the “**Website(s)**”) and the Services (as defined below) provided by Evident Inc. (“**Evident**”) through the Website(s). Evident provides the Services and the Website(s) in accordance with this Agreement. By using or accessing the Website(s) and the Services or clicking on the Accept button, you expressly indicate your acceptance of this Agreement and your agreement to be bound by this Agreement. If you do not agree to this Agreement, please do not use or access the Website(s), including any of the Services.

Please contact Evident at support@evidentlabs.com if you have any questions or concerns about this Agreement.

1. Definitions

- (a) “**Authorized User**” means an individual authorized by a Non-Individual Registrant to use the Services under the Non-Individual Registrant’s Authentication Mechanism.
- (b) “**Laboratory Customer**” means a dental laboratory having the right to use Evident’s dental laboratory management software.
- (c) “**Non-Individual Registrant**” means a Registrant that is not an individual.
- (d) “**Person**” means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, or other form of venture or enterprise.
- (e) “**Privacy Policy**” means Evident’s Privacy Policy, the terms of which can be found at [please add in the URL for the EPS privacy policy], as may be amended from time to time by Evident.
- (f) “**Registrant**” means any Person who has received an invitation from a Laboratory Customer to use the Website(s) and the Services and has completed the registration process on the Website(s), or any Person who has received an invitation from Evident to use the Website(s) and the service and has completed the registration process to on the Website(s).
- (g) “**Services**” means the services provided by Evident through the Website(s), including services to allow Registrants to interface with Laboratory Customers, such services as may be amended from time to time by Evident.
- (h) “**You**” means a user individually if the user is accessing the Website(s) and using the Services in the user’s personal capacity, and a Non-Individual Registrant, if the user is

accessing the Website(s) and using the Services on behalf of another Person (excluding other individuals).

- (i) **“Your Content”** means all information, data, files, links, scripts, images, graphics, audio, video, text and any other materials, uploaded, submitted, or otherwise provided to Evident by you, whether through the Website(s) or otherwise, including any personal information of patients, patient’s health information, or any other information relating to patients.

2. Additional Terms

Additional terms may be presented to you on the Website(s). You agree to comply with any additional terms, including any terms that require you to expressly accept them (whether through a click-through or otherwise), and then these additional terms are incorporated into this Agreement by reference.

3. License

Provided that you (and in the case of Non-Individual Registrants, you and your Authorized Users) continue to comply with this Agreement, Evident grants you (including the Authorized Users in the case of Non-Individual Registrants) a personal, non-assignable, and non-exclusive license to access and use the Services (including software provided through the Website(s)), including (i) uploading or otherwise submitting Your Content to the Website(s); and (ii) accessing, using, and reproducing content made available by Laboratory Customers or Evident to you through the Website(s), all solely for your own internal business purposes. Evident reserves the right to change any aspect of the Website(s) and the Services including the right to refuse or remove any of the Content, whatever the source, at any time without any notice or liability to you. This license shall expire upon expiration or termination of this Agreement.

4. Your Obligations

- (a) You agree to, and, if you are a Non-Individual Registrant, will ensure all of your Authorized Users will:
 - (i) fully and accurately complete any applicable application forms within the Website(s),
 - (ii) ensure that all information provided by you to Evident, whether through the Website(s) or otherwise (**“Your Information”**) is true, accurate, and complete;
 - (iii) upon becoming a Registrant, bear the responsibility for (i) maintaining the confidentiality of your passwords and login information for the Website(s) (collectively, the **“Authentication Mechanism”**), and (ii) any misuse or potential misuse of the Authentication Mechanism by you and, in the case of a Non-Individual Registrant, any Authorized Users of such Non-Individual Registrant;

- (iv) be the only person using any of the Authentication Mechanism, if you are an individual, and, in the case of a Non-Individual Registrant, only permit the Authorized Users to use any of the Authentication Mechanism;
- (v) not allow, permit, or otherwise authorize any other person (other than any Authorized Users if you are a Non-Individual Registrant) to use such Authentication Mechanism, whether on your behalf or otherwise, and not use or permit the use of the Website(s) or the Services for any unlawful purpose;
- (vi) notify Evident immediately upon any changes to Your Information that would affect your eligibility as a Registrant or to use any Authentication Mechanism granted to you;
- (vii) notify Evident, and any other persons that may reasonably be expected by you to rely on your Authentication Mechanism, immediately upon any unauthorized use of the Authentication Mechanism, compromises to the confidentiality of your Authentication Mechanism, or you becoming aware of incorrect information in your Authentication Mechanism;
- (viii) take all reasonable steps to prevent third parties from accessing or using the Authentication Mechanism. Without limiting the generality of the foregoing, such reasonable steps will include at a minimum, the maintenance of the physical security of any computer or internet enabled device on which your Authentication Mechanism may be installed such as locked offices and/or the use of desktop security facilities such as user ID and logon passwords;
- (ix) not compromise, alter, render, or interfere with the operation of the Website(s) in any way or with anyone's use of the Website(s), or use the Website(s) to gain unauthorized access to other computer systems;
- (x) not interfere with, reproduce, decompile, disassemble, reverse engineer, or attempt to derive source code from any aspect of the Evident System, including the Website(s), the Services, and any software used to provide the Services, or attempt to do so;
- (xi) not abuse or fraudulently use the Services in any way;
- (xii) not use the Website(s) or the Services to engage in any unlawful activity or to infringe the rights of Evident, its partners, affiliates, or related entities;
- (xiii) not violate, plagiarize or infringe on the rights of any third party, including copyright, trade-mark, privacy or publicity, contract or other personal or proprietary rights;

- (xiv) not transmit any unlawful, harassing, libelous, defamatory, abusive, threatening, or harmful material of any kind or nature or transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable local, provincial, state, national or international law or regulation;
 - (xv) not post any content that may be considered threatening, abusive, vulgar, obscene, or otherwise objectionable or discloses private communications or confidential information without permission;
 - (xvi) not modify, copy, reproduce, republish, upload, post, transmit, distribute, modify, sell, lease, scrape content from or aggregate, sublicense, market, or otherwise change or commercially exploit in any way the Website(s) or the Services other than as may be expressly permitted by Evident or as permitted pursuant to any fair use, fair dealing, or similar provisions of applicable law;
 - (xvii) not sublicense, sell, lease or otherwise transfer the right to use any portion of the Services or the Solution;
 - (xviii) not use or permit the use of the Services or the Solution in the operation of a service bureau;
 - (xix) not modify, copy or make derivative works based on the Services or the Solution;
 - (xx) not frame or mirror any of the Company's web site pages or other content which is accessed as, or forms part of, the Services or the Solution;
 - (xxi) not upload or transmit to Evident any content that is a virus, worm, cancelbot, or other harmful software component;
 - (xxii) not impersonate any person or entity on or through the Website(s); and
 - (xxiii) not otherwise violate this Agreement or any applicable local, state, provincial, federal, or international law, order, or regulation.
- (b) You hereby expressly consent to Evident's collection, use, disclosure, and storage of Your Information and Your Content in accordance with the terms of the Privacy Policy.
- (c) You acknowledge and agree that:
- (i) Evident has the right, but not the obligation, to validate Your Information and Your Content;
 - (ii) Evident may, in its sole discretion, refuse to allow you to become a Registrant, if in its sole discretion, it determines it would be inappropriate to do so;

- (iii) Evident may, in its sole discretion, revoke the Authentication Mechanism issued to you; and
- (iv) the establishment of the Authentication Mechanism in no way entitles you to use any other software application or service, and, if required, you must enter into a separate agreement with each such software application vendor or service provider.
- (d) You represent, warrant, and covenant that all of Your Information, including any statements made by you about yourself are true, accurate, and complete.
- (e) If you are a Non-Individual Registrant, you represent and warrant that you are the authorized representative of such Non-Individual Registrant and have the authority to enter into this Agreement on such Non-Individual Registrant's behalf.
- (f) A Non-Individual Registrant will be responsible for any access and use of the Services and the Website(s) through the use of the Authentication Mechanism by any one and will be liable for any fees or other costs relating to such access or use.
- (g) You represent and warrant that (a) you own the rights to Your Content and Your Information and have the rights to use and allow Evident to use and exercise other rights granted herein regarding Your Content and Your Information, and (b) Your Content and Your Information does not and shall not contain any content, materials, advertising, or other items or information that infringe or violate any applicable law, regulation or right of a third party, including without limitation export laws or any proprietary, intellectual property, contract, privacy or publicity right or any other third party right.

5. Your Content

- (a) You are solely responsible and liable for: (i) all costs and expenses relating to the creation, licensing, or procurement of Your Content and Your Information; (ii) obtaining all licenses and/or consents necessary to enable the lawful use of Your Content and Your Information in Evident's provision of the Services and on the Website without breaching any agreement, intellectual property rights of a third party, or other applicable laws; (iii) advising Evident of any errors, omissions or deficiencies in Your Content and Your Information and paying all costs associated with correction of such error, omission, or deficiencies; (iv) obtaining all hardware, software and services which are necessary to access the Website(s) and use the Services including all computers, devices, web browsers, and services provided by Internet service providers; and (v) the accuracy, completeness, quality, integrity, legality, reliability and appropriateness of all of Your Content and Your Information and any third party claims regarding same.
- (b) Evident does not claim ownership of Your Content or Your Information. However, by submitting Your Content or Your Information, you grant to Evident, its affiliates, and sublicensees a royalty-free, perpetual, irrevocable, transferable, worldwide non-exclusive

right to use or incorporate Your Content or Your Information (in whole or in part) for the purpose of providing the Services, including without limitation for the purposes and in the manner as described in Evident's Privacy Policy. You also represent and warrant that the holder of any rights in Your Content and Your Information, including any moral rights, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. Subject to the terms and conditions of this Agreement, the owner of Your Content and Your Information retains any and all rights that may exist in such content or information.

- (c) You acknowledge and agree that a third party payment processor is responsible for processing all payments made on the Website(s). In no event will Evident be liable or be responsible to you for any amounts relating to your use of the third party payment processor on the Website(s).
- (d) Evident will have no responsibility for the performance, adequacy, accuracy, concurrency or other matters related to your systems.
- (e) Evident reserves the right to take all actions, including immediate termination of Services, which it considers is contrary to the provisions of this Section 5 or is necessary to comply with applicable laws.

6. Ownership

The Website(s), including all web pages, content, software, images, site design, text, graphics, the arrangement of such materials, and other data or information contained on the Website(s) (the **"Content"**) is protected by copyright and other intellectual property laws, and is owned by or licensed to Evident. You acknowledge and agree that the Services, and the Content, software, hardware, and business processes used to provide the Services, (collectively, the **"Evident Systems"**) are proprietary to and owned by Evident and its licensors, as applicable. Other than the license rights expressly granted to you under this Agreement, nothing in this Agreement transfers any right, title or interests, including all intellectual property rights therein, in or to the Evident Systems.

You may give Evident notification of problems, solutions to identified problems, or suggested improvements or other changes with respect to the Website(s) or the Services during the Term (the **"Feedback"**). The Feedback will be the property of Evident, and you hereby assign all rights, title, and interests, including all intellectual property rights therein, in and to the Feedback to Evident effective as of the date of the Feedback's creation, and Evident may use such Feedback for any purposes without notice or obligation to account to the Customer.

7. Fees

Evident reserves the right to charge a fee for the Services.

8. Warranty Exclusion and Limitation on Liability

- (A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND ALL CONTENT ON THE WEBSITE ARE PROVIDED "AS IS" AND EVIDENT MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES AND THE WEBSITE(S), INCLUDING REPRESENTATIONS AND WARRANTIES REGARDING CURRENCY, FREEDOM FROM ERRORS, TITLE, OMISSIONS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, RELIABILITY, TRUTHFULNESS, OR NON-INFRINGEMENT.
- (B) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVIDENT ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT, ACCURACY, RELIABILITY OR OPINIONS EXPRESSED IN A THIRD PARTY SITE, INCLUDING THE THIRD PARTY PAYMENT PROCESSOR USED BY THE WEBSITE(S), AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, DURABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, OR ACCURACY, WITH RESPECT TO PRODUCTS, SERVICES, AND CONTENT, INCLUDING ANY SOFTWARE APPLICATIONS, OBTAINED FROM OR PROVIDED BY A THIRD PARTY.
- (C) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EVIDENT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, MISUSE OF YOUR AUTHENTICATION MECHANISM, LOSS OF DATA OR BUSINESS DATA, OR ANY PECUNIARY LOSS, REGARDLESS OF THE CAUSE OF ACTION, INCLUDING LIABILITY BASED ON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR FAILURE OF ESSENTIAL PURPOSE, EVEN IF EVIDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (D) TO THE MAXIMUM EXTENT PERMITTED BY LAW, WITHOUT LIMITING THE GENERALITY OF SECTION 8(A), EVIDENT DOES NOT WARRANT THAT THE WEBSITE(S), ITS SERVERS, THE CONTENT, AND ANY COMMUNICATIONS FROM THE WEBSITE(S) ARE FREE OF VIRUSES, MALICIOUS CODE, UNAUTHORIZED PROGRAMS OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE(S) AND ANY CONTENT CONTAINED THEREIN IS AT YOUR SOLE RISK.
- (E) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVIDENT'S MAXIMUM AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THE TERMS FOR ANY AND ALL DAMAGES, INJURY, DEATH, PROPERTY DAMAGE AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THE TERMS, THE WEBSITE(S), THE SERVICES, THE CONTENT, THIRD PARTY WEBSITES OR YOUR USE OF THE WEBSITE(S), THE SERVICES, THE CONTENT, AND THIRD PARTY WEBSITES WILL BE ONE DOLLARS (\$1.00). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT, THE WEBSITE(S), THE SERVICES, CONTENT, OR THIRD PARTY WEBSITES WILL NOT ENLARGE OR EXTEND THE MAXIMUM AMOUNT FOR WHICH EVIDENT IS LIABLE.

9. Indemnity

You will indemnify and hold Evident, its affiliates, and their respective directors, officers, employees, and members (the "**Indemnified Parties**") harmless for any costs (including settlement and legal fees), damages, expenses, losses, and liability that they incur as a result of any claim, suit, action or other proceeding brought against an Indemnified Party, that is based on or arises from (i) your misuse of your Authentication Mechanism; (ii) your false or misrepresentation of fact in your applications to become a Registrant or to receive Authentication Mechanism; (iii) your failure to disclose a material fact on your applications to become a Registrant or to receive Authentication Mechanism, whether such failure was caused by negligence, by an intent to deceive, or otherwise; (iv) your acts, errors, or omissions, whether negligent or otherwise, including the failure to use a trustworthy system or to take necessary precautions, that causes a compromise, loss, disclosure, modification, or unauthorized use of your Authentication Mechanism or that enables a third party to misuse, or to continue to misuse, your Authentication Mechanism; (v) any claim alleging that the Your Content or Your Information infringes or otherwise violates any patent, trade secret, copyright, trademark, privacy, publicity or other intellectual property or proprietary right, provided that Evident provides you with prompt written notice of the claim, permits you to control the defense, settlement, adjustment or compromise thereof, and cooperates in the defense of such claim at your reasonable request and expense; or (vi) any breach of this Agreement by you.

10. Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the province of British Columbia, Canada and the federal laws applicable therein, excluding any principles of conflicts of law that would apply a different body of law, and the courts of British Columbia will have exclusive jurisdiction to hear any matter that arises under this Agreement.

11. Notice

The communications between you and Evident relating to the Website(s) and Services use electronic means, except where Evident specifically requests communication in a non-electronic manner. For contractual purposes, you (a) consent to receive communications from Evident in an electronic form, whether via email or notice posted on the Website(s) or other reasonable means; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Evident provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in a writing.

In Evident's sole discretion, notices to you may also be made via either email or by mail or courier to the address you specify on any application forms. Evident may also provide notices of changes to this Agreement or other matters by displaying notices or links to notices to you generally on the Website(s).

12. Term

This Agreement shall be effective upon you agreeing to be bound by the terms and conditions of this Agreement and shall continue in effect unless terminated in accordance with the provisions set out herein.

13. Termination

Evident may, in its sole discretion, terminate this Agreement with you and terminate or suspend your access to all or part of the Website(s), or any portion thereof, including any aspect of the Services, at any time without notice and if Evident suspects you have breached any of this Agreement.

Either party may terminate this Agreement for convenience by delivering written notice of its decision to do so to the other party with no less than 30 days prior to the effective date of termination. You may also terminate this Agreement by using the account closing functionality that may be available on the Website(s).

Unless Evident indicates in writing otherwise, any termination of this Agreement will also revoke any Authentication Mechanism established under this Agreement and any right granted by Evident to you under this Agreement, including the right to use the Website(s) and the Services will cease.

14. Survival

Sections 6, 8, 9, 10, and 14 of this Agreement and such other provisions as may reasonably be expected to remain in force will survive the termination of this Agreement and will remain in full force and effect following such termination.

15. Severability

If a court of competent jurisdiction concludes that any provision of this Agreement is illegal, invalid or unenforceable, then it will be severed from this Agreement and the remaining provisions will remain in full force and effect.

16. Entire Agreement

This Agreement (including the Privacy Policy and any other additional terms) constitutes the entire agreement between you and Evident with respect to the Services, the Website(s), and the Authentication Mechanism. This Agreement supersedes all prior or contemporaneous communications of any kind between you and Evident with respect to the Services, the Website(s), and the Authentication Mechanism.

17. Force Majeure

If Evident's performance of its obligations under this Agreement is prevented, restricted, or interfered with by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labour disputes; inability to procure or obtain delivery of power, war or other violence; any law, order proclamation, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond Evident's reasonable control, including any telecommunication services or any other services provided by a third party, Evident will be excused from such performance to the extent of such prevention, restriction or interference.

18. Assignment

Evident may assign this Agreement without notice to You. You shall not assign this Agreement in whole or in part without the prior written consent of Evident (such consent may be withheld or conditioned at Evident's discretion) and any assignment without Evident's prior written consent shall be null and void and of no effect.

19. Further Assurance

You will from time to time execute and deliver all such further documents and instruments and do all acts and things as Evident may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

20. Extended Meanings

The term "includes" or "such as" shall be construed as meaning, "includes without limitation" and "such as without limitation", as the case may be.

21. Waiver

No party is to be deemed to have waived or forfeited any right under this Agreement, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is made in writing signed by an authorised signatory of the party against whom the waiver is sought to be enforced. Waiver of any provision, or any breach of any provision, of this Agreement in one instance shall not constitute a waiver as to any other instance.

22. Links to Other Sites

As part of using the Services, the Website(s) may redirect you to third party websites (the "**Third Party Sites**"), such as the third party payment processor. You acknowledge and agree that the Third Party Sites are not under the control of Evident, and Evident is not responsible for the contents of any Third Party Site or any link contained in a Third Party Site, or any changes or updates to such Third Party Site. The inclusion of any link to a Third Party Site on the Website(s) does not imply endorsement or any representation by Evident of the Third Party Site. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, bugs, problems or other limitations. In no event shall Evident be liable to you for any claims or damages, whether direct, indirect, special or consequential or otherwise arising from or in connection with your use of any other linked web site, including any lost profits, business interruption, loss of programs or other data, even if Evident was expressly advised of the possibility of such damages.

23. Export Control

You will ensure that any use of the Services and any software as part of provision of the Services are in compliance with all applicable export laws and the laws of any foreign country. The license granted to you under this Agreement is on the condition that you comply with applicable export control legislation and you acknowledge that this Agreement will be terminated you do not comply with this Section. You represent and warrant that you are not located in any Canadian or U.S. government embargoed,

restricted, or prohibited countries or in any country on Canada's Area Control List or similar lists of the U.S. government.

24. Future Amendment of Terms

Evident may modify this Agreement at any time by posting a revised version of this Agreement on the Website(s) or by otherwise notifying you in accordance with Section 11. The modified terms will be effective upon posting or, if the notification is provided by email, as stated in the email notice. By continuing to use the Services and the Website(s), you are deemed to have accepted such modified terms.