

SheepMedical USA

Terms and Conditions of Sale

Article A – Generally Applicable Terms

1. Applicability of these Terms and Conditions

SheepMedical USA (“**SheepMedical USA**“) provides professional design services for clear aligners, orthodontic appliances, and other related dental prosthetic devices (collectively, the “**Professional Services**“) and a website (www.kiyoclear.us) and web-based platform for use in transmitting and communicating information related to such dental product designs (collectively, the website and web-based platform are referred to herein as the “**SheepMedical USA Platform**“). SheepMedical USA designs, makes and sells various products, including but not limited to orthodontic appliances, instruments, and equipment (collectively, the “**Professional Products**“). The Professional Services, the Professional Products and use rights for the SheepMedical USA Platform and for the Professional Products are purchased from SheepMedical USA by a customer (the “**Customer**“) for use by that Customer’s authorized users (each a “**User**“ and collectively, the “**Users**“). Users may or may not be employees of the Customer. For example, Users may include the Customer, employees of the Customer, as well as non-employee dental labs, manufacturers, clinicians, and patients who have a relationship with the Customer.

The SheepMedical USA Terms and Conditions (the “**Agreement**“) is a legally binding contract between SheepMedical USA and you, the prospective User or Customer. If you are a Customer, Articles A, B, C, and D of this Agreement apply to you. If you are not a Customer, but a User, then only Articles A and B of this Agreement apply to you.

For more information or if you have any questions about these terms of use, including what legal terms apply to you, please contact us at customercare@kiyoclear.us.

2. Acceptance of Terms and Conditions

This Agreement is between you and SheepMedical USA.

By accessing or using the Professional Services, using the Products and/or the SheepMedical USA Platform, or by clicking to accept or agree to the Agreement when this option is made available, you acknowledge that you have read, understand, and agree, without limitation or qualification, to be bound and abide by the Agreement, which include our Privacy Policy, incorporated herein by reference. If you do not wish to agree to the Agreement or the Privacy Policy, you must not access or use the Professional Services, the Professional Products and/or the SheepMedical USA Platform.

The Professional Services, the Professional Products and/or the SheepMedical USA Platform are offered and available to Users who are eighteen (18) years of age or older. By using the Professional Services, the Professional Products and/or the SheepMedical USA Platform you represent and warrant that you are of legal age to form a binding contract with SheepMedical USA.

Also, please note that we may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when posted and apply to all access to and use of the Professional Services, the Professional Products and/or the SheepMedical USA Platform thereafter. Your continued use of the Professional Services, the Professional Products and/or the SheepMedical USA Platform following the posting of changes means that you accept and agree to the changes. It is your responsibility to check this Agreement periodically for changes, as these changes are binding on you.

The material provided through our Professional Services, Professional Products and/or SheepMedical USA Platform is protected by law, including, but not limited to, United States patent and copyright law and international treaties. The Professional Services, the Professional Products and the SheepMedical USA Platform are provided by, controlled and/or operated by SheepMedical USA, as applicable. SheepMedical USA makes no representation that materials in the Professional Services, the Professional Products and/or the SheepMedical USA Platform are appropriate or available for use in locations outside the United States of America, and access to them from territories where their contents are illegal is prohibited. Those who choose to access and/or receive the Professional Services, the Professional Products and/or the SheepMedical USA Platform from or in other locations do so on their own initiative and are responsible for compliance with all applicable local laws.

The SheepMedical USA Platform offers you an efficient means to bridge production gaps between laboratories, dental manufacturers and clinicians. Your use of the SheepMedical USA Platform and/or purchase of the Professional Services may include providing PHI, as such term is defined in SheepMedical USA's Business Associate Agreement ("**BAA**"). By receiving or using, as applicable, the Professional Services, the Professional Products and/or the SheepMedical USA Platform, you understand and acknowledge (i) SheepMedical USA is not providing medical care, dental care, or treatment-related advice to you, we are merely a professional design service and manufacturer; and (ii) that the Professional Services and use of the SheepMedical USA Platform are also governed by the BAA, as it may be modified over time.

3. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. Each Party irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts of the State of Delaware and the courts of the United States located in the District of Delaware, for the adjudication of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The provisions of the "Convention on Contracts for the International Sale of Goods" of the United Nations shall be explicitly excluded and shall not apply to this Agreement. The parties agree to submit any claim, dispute, or disagreement to mediation before a mutually agreeable mediator prior any other form of dispute resolution. All mediation or any other form of dispute resolution shall take place in Dallas, Texas and the parties irrevocably waive any objection to such venue. Each of the parties hereto, agrees and hereby waives their right to jury trial as to matters arising out of the terms of this Agreement and any matters herein released to the extent permitted by law.

4. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT SHEEPMEDICAL USA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SHEEPMEDICAL USA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PROFESSIONAL SERVICES, THE PROFESSIONAL PRODUCTS AND/OR THE SHEEPMEDICAL USA PLATFORM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICE PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SHEEPMEDICAL USA PLATFORM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SHEEPMEDICAL USA PLATFORM; OR (v) ANY OTHER MATTER RELATING TO THE PROFESSIONAL SERVICES, THE PROFESSIONAL PRODUCTS AND/OR THE SHEEPMEDICAL USA PLATFORM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ALSO AGREE THAT SHEEPMEDICAL USA WILL

NOT BE LIABLE FOR ANY INTERRUPTION OF BUSINESS, ACCESS DELAYS, OR ACCESS INTERRUPTIONS TO THE SHEEPMEDICAL USA PLATFORM OR THE WEB SITE(S) YOU ACCESS THROUGH THE SHEEPMEDICAL USA PLATFORM, DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, AND ANY EVENTS BEYOND SHEEPMEDICAL USA'S REASONABLE CONTROL.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT SHEEPMEDICAL USA'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR UNDER ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, SHALL IN NO EVENT EXCEED THE AMOUNT OF PURCHASE PRICES AND FEES PAID TO SHEEPMEDICAL USA BY YOU IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING EVENTS FIRST GIVING RISE TO THE CLAIM.

5. Severability

In the event that any provision of this Agreement is unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

6. Notices

Notices to SheepMedical USA shall be sent to SheepMedical USA, 4514 Cole Ave, Suite 600, Dallas, TX 75205, U.S.A.

SheepMedical USA shall provide all notices to Users under this Agreement by email, although we may instead choose to provide notice via the SheepMedical USA Platform or your then-current postal address on file with SheepMedical USA. For purposes of messages and notices about the SheepMedical USA Platform applicable to all Users, SheepMedical USA may place a banner notice across the SheepMedical USA Platform to alert you. You also agree that SheepMedical USA may communicate with you through other means including email, mobile number, telephone, or delivery services including the postal service, about your account or services. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the SheepMedical USA Platform.

7. Entire Agreement

You agree that this Agreement, including the documents incorporated herein by reference, constitutes the entire, complete and exclusive agreement between you and us regarding the Professional Services, the Professional Products and/or the SheepMedical USA Platform and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. Except as set forth otherwise in this Agreement, this Agreement cannot be modified or amended except in a writing executed by both parties that specifically references this Agreement and states that it is to amend the Agreement.

8. No Informal Waivers, Agreements or Representations

Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. No representations, statements, consents, waivers or other acts or omissions by SheepMedical USA shall be deemed legally binding on SheepMedical USA, unless documented in a physical writing, hand signed, by a duly appointed officer of SheepMedical USA.

9. Payment, Pricing, Shipping Information, Changes and Discontinuance of Products or Services

Payment of the Professional Services requested by Customer and provided by SheepMedical USA shall be paid via an authorized credit card provided by Customer and maintained on file by SheepMedical USA. Accrued charges for Professional Services shall be paid weekly.

The pricing of SheepMedical USA Professional Services established with the Customer is subject to change from time-to-time in SheepMedical USA's sole discretion. All pricing for Professional Services provided by SheepMedical USA is subject to federal, state or local taxes as maybe applicable.

Payment for customized products and laboratory services shall be due when the order is received by SheepMedical USA and laboratory work begins. Payments for other products and services shall be due upon shipment or delivery. A packing list is enclosed with each physical shipment or delivery.

Prices, terms and conditions are subject to change without notice. SheepMedical USA is continually striving to improve the quality and design of the services provided and the products it manufactures. A substantial portion of its resources are invested to improve existing products as well as develop new products. For this reason, SheepMedical USA reserves the right to discontinue services, products, modify product/service specifications, and change pricing without notice. All prices are in U.S. dollars.

Article B – Terms for Use of the SheepMedical USA Platform

10. Customer Users and Non-Customer Users

The terms set forth in this Article B apply to all Users of the SheepMedical USA Platform, whether such User is a Customer of SheepMedical USA or not. Each User agrees to the terms in this Article B. In addition, each Customer is responsible for ensuring that all of such Customer's authorized Users comply with the terms of this Article B when using the SheepMedical USA Platform.

If you are a User that has been invited to use the SheepMedical USA Platform by one or more Customers, your use of the SheepMedical USA Platform is controlled by each Customer as to that Customer's accounts. The Customer who invited you to use the SheepMedical USA Platform has separately agreed to this Agreement, which permits that Customer to create and configure User accounts so that you and others may join as authorized Users. When a User, such as you, submits any content or information to the SheepMedical USA Platform ("**Customer Data**"), you acknowledge and agree that the Customer Data is owned by the Customer and the Customer has choices and control over that Customer Data. These choices and controls may result in the access, use, disclosure, modification or deletion of Customer Data submitted by you.

AS BETWEEN SheepMedical USA AND CUSTOMER, YOU AGREE THAT CUSTOMER IS SOLELY RESPONSIBLE TO (A) INFORM USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SHEEPMEDICAL USA PLATFORM SETTINGS THAT MAY IMPACT ON THE HANDLING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS, OR CONSENTS FROM USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SHEEPMEDICAL USA PLATFORM, AND (C) RESPOND TO AN RESOLVE ANY DISPUTE WITH A USER RELATED TO OR BASED ON CUSTOMER DATA, THE SHEEPMEDICAL USA PLATFORM OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS.

11. Ownership and Proprietary Information

Other than Customer Data, the content and information on the SheepMedical USA Platform ("**SheepMedical USA Content**") is proprietary to SheepMedical USA or its licensors, suppliers, publishers, rights holders, or other content providers (collectively, and individually, "**SheepMedical USA Content Providers**"). You agree not to modify, copy, distribute, transmit, share, display, perform,

reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any SheepMedical USA Content obtained from or through SheepMedical USA.

Subject to your compliance with this Agreement, as applicable, SheepMedical USA Content Providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the SheepMedical USA Content. This license does not include any resale or commercial use of any SheepMedical USA Content; any collection and use of any product listings, descriptions, or prices; any derivative use of any SheepMedical USA Content; any downloading or copying of account information for the benefit of another party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in this Agreement are reserved and retained by SheepMedical USA Content Providers.

12. Registration, Accounts, and Passwords

If you establish a personal account with us, you agree to provide true and accurate data about yourself on our account registration form, and to update and keep such data current. You will receive a password and account upon completing the registration process. You are solely responsible for maintaining the confidentiality of your password and account, and you are solely responsible for all use of your password or account, whether authorized by you or not. SheepMedical USA cannot and will not be liable for any loss or damage arising from your failure to comply with these terms. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security; and (b) ensure that you exit from your account each time you use the SheepMedical USA Platform. Access and use of password-protected and/or secure areas of the SheepMedical USA Platform is restricted to users who have been given a valid password by SheepMedical USA. We may terminate your membership and access to our SheepMedical USA Platform and to the Services if we learn that you have provided us with false or misleading registration data.

13. Mobile Terms

If you are receiving special offers from SheepMedical USA via email, SMS text message, or otherwise, you can unsubscribe via the links provided in the email at any time or by contacting us at customercare@kiyoclear.us or text instructions regarding opting out.

By opting to receive special offers from us, you consent to receiving, from time to time, text messages or emails which may include alerts, promotions, offers, polls, and giveaways. Message frequency varies based on user and other factors. Message and data rates may apply and, if so, are billed by and payable to your mobile service provider. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your network operator. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name and the date, time and content of your messages. We may use this information to contact you and to provide the services you request from us and for other business purposes.

14. Payment

The SheepMedical USA Platform is provided to Users free of charge for as long as the Customer authorizing such User access is in good-standing with SheepMedical USA, including but not limited to that such Customer is current on all amounts owed SheepMedical USA for Professional Services purchased by the Customer.

15. Use Restrictions and Intellectual Property

The SheepMedical USA Platform may contain proprietary and copyright information, the terms of which must be observed and followed. Any unauthorized use of any SheepMedical USA Content contained on the SheepMedical USA Platform may violate copyright laws, trademark laws, the laws of privacy

and publicity, and communications regulations and statutes. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content in whole or in part.

You will not upload, post or otherwise make available on the SheepMedical USA Platform any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. You will indemnify SheepMedical USA for any claims by third parties of infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission of material by you or (in the case of a Customer) any of your Users.

The SheepMedical USA Content may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of SheepMedical USA. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of SheepMedical USA without express written consent. You may not use any meta tags or any other "hidden text" utilizing SheepMedical USA's name or trademarks without the express written consent of SheepMedical USA. You may not misuse SheepMedical USA Content. You may use SheepMedical USA Content only as permitted by law. The licenses granted herein terminate if you do not comply with this Agreement.

16. U.S. Government Restricted Rights

The materials on SheepMedical USA are provided with "**RESTRICTED RIGHTS**". Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgment of SheepMedical USA's proprietary rights in them.

17. Changes

Information on the SheepMedical USA Platform may be changed or updated without notice. SheepMedical USA may also make improvements and/or changes in the products and/or the programs described in this information at any time without notice.

18. Availability

Information that SheepMedical USA publishes on the SheepMedical USA Platform may contain references or cross references to products, programs and services that are not announced or available in your country. Such references do not imply that SheepMedical USA intends to announce such products, programs or services in your country. Consult SheepMedical USA for information regarding the products, programs and services which may be available to you.

19. Disclaimer of Warranties as to SheepMedical USA Platform

THE SHEEPMEDICAL USA PLATFORM (INCLUDING ALL SHEEPMEDICAL USA CONTENT) MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. ALL INFORMATION IS PROVIDED BY SHEEPMEDICAL USA ON AN "AS IS" BASIS ONLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHEEPMEDICAL USA PROVIDES NO REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT. USE OF THE SHEEPMEDICAL USA PLATFORM (INCLUDING ALL SHEEPMEDICAL USA CONTENT) IS SOLELY AT YOUR RISK. SHEEPMEDICAL USA MAKES NO WARRANTY THAT (i) THE SHEEPMEDICAL USA PLATFORM WILL MEET YOUR REQUIREMENTS; (ii) THE SHEEPMEDICAL USA PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SHEEPMEDICAL USA PLATFORM WILL BE ACCURATE OR RELIABLE; AND (iv) THE QUALITY OF ANY PRODUCTS, WEBSITE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE

SHEEPMEDICAL USA PLATFORM WILL MEET YOUR EXPECTATIONS. SHEEPMEDICAL USA EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SHEEPMEDICAL USA PLATFORM WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE, OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”) AND AS MODIFIED AND AMENDED, THE GRAMM-LEACH-BLILEY ACT OF 1999 AND AS MODIFIED AND AMENDED, THE SARBANES-OXLEY ACT OF 2002 AND AS MODIFIED AND AMENDED, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SHEEPMEDICAL USA PLATFORM, RELATED SERVICES, OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. SHEEPMEDICAL USA DOES NOT GUARANTEE, IMPLICITLY OR EXPLICITLY, ANY RESULTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SHEEPMEDICAL USA PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SHEEPMEDICAL USA OR THROUGH OR FROM THE SHEEPMEDICAL USA PLATFORM SHALL CREATE ANY WARRANTY.

20. Transmissions

Any material, information, or idea you transmit to or post on the SheepMedical USA Platform by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by SheepMedical USA or its affiliates for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing its products. Notwithstanding the foregoing, all personal data provided to SheepMedical USA will be handled in accordance with SheepMedical USA’s Privacy Policy, available online or by contacting SheepMedical USA at the email address provided at the top of this Agreement. You are prohibited from posting or transmitting to or from the SheepMedical USA Platform any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

21. User Communications and Acceptable Uses

SheepMedical USA, at any time now or in the future, may allow you and other Users to use the SheepMedical USA Platform to communicate with each other. Such communication rights, if included by SheepMedical USA in the SheepMedical USA Platform, will be set and controlled by the Customer that authorized the Users’ access.

To help ensure a safe and productive environment, all Users must comply with the following acceptable use standards when using the SheepMedical USA Platform, as well as promptly report any inappropriate behavior or content to the appropriate Customer and SheepMedical USA.

- i. **Acceptable Uses.** You agree to undertake the following:
 - a. Comply with all applicable laws and government regulations, including, without limitation, privacy laws, intellectual property laws, export control laws, labor and employment laws, tax laws, and regulatory requirements;
 - b. Upload and distribute only Customer Data to which Customer owns all required rights under law and under contractual and fiduciary relationships and do so only in compliance with all applicable laws and governmental regulations.

- c. Provide accurate information and update it as necessary;
 - d. Use commercially reasonable efforts to prevent unauthorized access to our use of the SheepMedical USA Platform;
 - e. Protect passwords and access to sensitive personal information and other information that is confidential in nature;
 - f. Monitor and control activities conducted through your account;
 - g. Promptly notify Customer and SheepMedical USA of you are aware of or suspect any illegal or unauthorized activity or security breach, including any loss, theft or unauthorized disclosure or use of a user name or password;
 - h. Regularly review and comply with this Agreement
 - i. Regularly review and comply with the SheepMedical USA Privacy Policy;
 - j. Review and comply with notices sent by SheepMedical USA concerning the SheepMedical USA Platform; and
 - k. Use the SheepMedical USA Platform in a professional manner.
- ii. Unacceptable Uses. You agree not to do the following:
- a. Publish or input inaccurate information;
 - b. Use or attempt to use another's account without authorization from SheepMedical USA, or create a false identity on SheepMedical USA;
 - c. Upload, post, transmit or otherwise make available any content that: (a) is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable; (b) includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships; (c) infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights; or (d) contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of SheepMedical USA or any User.
 - d. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the SheepMedical USA Platform, or any part thereof.
 - e. Utilize or copy information, content or any data you view on and/or obtain from SheepMedical USA to provide any service that is competitive, in SheepMedical USA's sole discretion, with SheepMedical USA;
 - f. Adapt, modify or create derivative works based on SheepMedical USA intellectual property or technology underlying the SheepMedical USA Platform;
 - g. Rent, lease, loan, trade, sell/re-sell access to the SheepMedical USA Platform or any information therein, or the equivalent, in whole or part;
 - h. Remove any copyright, trademark or other proprietary rights notices contained in or on the SheepMedical USA Platform;
 - i. Infringe or use SheepMedical USA's brand, logos and/or trademarks, including, without limitation, using the words "SheepMedical USA" in any business name, email, or URL, except as expressly permitted by SheepMedical USA;

- j. Access the SheepMedical USA Platform for purposes of monitoring SheepMedical USA's availability, performance or functionality for any competitive purpose, including for purposes of building a similar or competitive product or service or to copy any ideas, features, functions or components of the SheepMedical USA Platform;
- k. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the SheepMedical USA Platform;
- l. Attempt to or actually access the SheepMedical USA Platform by any means other than through the interfaces provided by SheepMedical USA;
- m. Attempt to or actually override any security component included in or underlying the SheepMedical USA Platform;
- n. Use the SheepMedical USA Platform in violation of any law, including without limitation, HIPAA, 45 C.F.R. Part 2 (the "Part 2 Regulations").
- o. Use the SheepMedical USA Platform in a manner that may harm minors or that interacts with or targets people who are under the age of eighteen;
- p. Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on SheepMedical USA's infrastructure, including, but not limited to, attempting to gain unauthorized access to the SheepMedical USA Platform, or transmitting or activating computer viruses through or on the SheepMedical USA Platform;
- q. Interfere with or disrupt SheepMedical USA or the SheepMedical USA Platform, including, but not limited to, any servers or networks connected to SheepMedical USA.

By posting any materials or other information on or through the SheepMedical USA Platform, except to the extent prohibit by law, including HIPAA, you grant SheepMedical USA a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display such materials or other information alone or as part of other works in any form, media, or technology whether now known or hereafter developed without territorial or time limitations, and to sublicense such rights. SheepMedical USA shall act in good faith to maintain all information provided by you through the SheepMedical USA Platform in accordance with SheepMedical USA's then-current data retention practices, but reserves the right to delete any information that SheepMedical USA believes in good faith to be creating an immediate risk of injury or harm to the SheepMedical USA Platform, SheepMedical USA, its Customers or other Users.

The SheepMedical USA Platform may contain links maintained by other third parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents. We expressly disclaim any representations regarding the content or accuracy of materials, or the privacy practices related to such third parties.

22. Termination and Suspension

In its sole and absolute discretion, with or without notice to you, SheepMedical USA may suspend or terminate your use of and access to the SheepMedical USA Platform, terminate your account without prior notice and for any reason, including, but not limited to: (i) concurrent access of the SheepMedical USA Platform with identical user identification, (ii) permitting another person or entity to use your user identification to access SheepMedical USA, (iii) any unauthorized access or use of SheepMedical USA, (iv) any suspected violation of this Agreement, (v) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the SheepMedical USA Platform, or (vi) failure to use the SheepMedical USA Platform on a regular basis. You may terminate your account for any reason by emailing SheepMedical USA at customercare@kiyoclear.us. SheepMedical USA shall not be liable to you or any third party for any claims or damages arising out of any termination or

suspension of the Service. Termination, suspension, or cancellation of the Services or your access rights shall not affect any right or relief to which SheepMedical USA may be entitled, at law or in equity, and all rights granted to you will automatically terminate and immediately revert to SheepMedical USA.

23. Digital Millennium Copyright Act (“DMCA”) Notice

In the event materials are made available to the SheepMedical USA Platform by third parties not within our control, we are under no obligation to, and do not, scan such content for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party’s copyright to remain on the SheepMedical USA Platform. If you believe any materials on the SheepMedical USA Platform infringe a copyright, you should provide us with written notice that at a minimum contains:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- iv. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Attn: Chief Technology Officer, SheepMedical USA, 4514 Cole Ave, Suite 600, Dallas, TX 75205, U.S.A.

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

Article C – Terms for Use of the SheepMedical USA Professional Services

24. Information

Customer is responsible for providing SheepMedical USA with all information, including digital scans and design instructions, as is necessary for SheepMedical USA to complete all Professional Services, including the design of such dental prosthetics. SheepMedical USA is not responsible for the accuracy or inaccuracy of any information received from Customer and its Users and transmitted to the laboratory, manufacturer or clinician (including if transmitted via the SheepMedical USA Platform). All dental prosthetics and any other Professional Services shall be completed from the information that Customer and its Users provide and Customer shall be solely responsible for the final quality control of both the design and manufactured dental prosthetics upon completion.

25. Customer Responsibility for Finished Designs, Images and Products; Disclaimer of Warranties as to Professional Services

Customer is fully responsible for all Customer Data provided to SheepMedical USA, as well as for all finished designs, images or other information provided which SheepMedical USA will provide to the Customer and/or laboratory(ies), manufacturers or clinicians of the dental products. For the avoidance of any doubt, (a) if Customer is a prescribing clinician, Customer is responsible for viewing and approving the resulting designs from SheepMedical USA's Professional Services and (b) if Customer is not the prescribing clinician, Customer is responsible for ensuring that the resulting designs from SheepMedical USA's Professional Services meets the requirements of its clinician customer. SheepMedical USA makes no warranties or representations to Customer, its Users or any third party(ies) regarding the accuracy of any information provided to SheepMedical USA and the resulting designs produced by SheepMedical USA as part of its Professional Services, nor does SheepMedical USA make any warranties or representation as to the dental products produced therefrom. SheepMedical USA uses the SheepMedical USA Platform to transmit and deliver the finished designs to the integrated manufacturers, laboratories, and clinicians as a file transfer system. All files that are submitted to SheepMedical USA without selecting "Requires Design Approval" will be sent to the manufacture directly and the Customer is solely and fully responsible and liable for the final product(s) produced therefrom. The Customer has the option to select "Requires Design Approval" in order to approve the final designs prior to the case getting sent to the manufacture to avoid any mistakes. "Requires Design Approval" is highly recommended by SheepMedical USA. On certain dental prosthetic designs, SheepMedical USA may automatically suggest that Customer engage in the Design Approval process. In the event that Customer bypasses the Design Approval Option, then Customer accept and assume full responsibility for all dental products produced and/or any and all liability to any third party(ies) arising therefrom.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHEEPMEDICAL USA MAKES NO WARRANTY OF ANY KIND AS TO THE PROFESSIONAL SERVICES OR ANY DESIGNS RESULTING THEREFROM, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

26. Indemnification

SheepMedical USA does NOT agree to indemnify, defend or to hold Customer harmless against or from any claims, causes of action and/or damages to any third party(ies) resulting from or arising out of the use of SheepMedical USA's Professional Services, the SheepMedical USA Platform or from any defect in any dental product manufactured or produced by any laboratory, manufacturer or clinician. Customer agrees to fully indemnify, defend and hold SheepMedical USA harmless from any and all claims, causes of actions or damages arising out of or otherwise resulting from any defect in any crowns, abutments, surgical guides, clear aligners, orthodontic appliances, dentures, partial frames, copings, frameworks, and other related dental prosthetic devices produced or manufactured using SheepMedical USA's Professional Services and/or the SheepMedical USA Platform, including but not limited to any claims of bodily injury, property damage or other form of injury resulting from said defect whether made by Customer's patients or otherwise.

Article D – Terms for Products Sold by SheepMedical USA

27. Warranty for Products Sold

All products sold by SheepMedical USA, whether manufactured by SheepMedical USA or not, are warranted to be free of defects in material and workmanship for ninety (90) days from date of delivery. SheepMedical USA's sole responsibility will be, at its option, to replace, repair or credit the purchase price of a product or component in the event of a defect. SheepMedical USA's brackets, tubes,

bonding trays, archwires and aligners are designed, manufactured and warranted for single use only. Misuse, abuse or failure to properly care for the products will void warranty claims.

Subject to the provisions above, SheepMedical USA warrants for customized components of a dental appliance only the fit of the customized component to the geometry of the dentition represented by the impressions or intra-oral scan made; provided, however, that the licensed doctor of record needs to approve the appropriateness of all components of the orthodontic appliance, and of the appliance as a whole, before installation and takes the full medical responsibility by installing the appliance in the course of treatment.

Except as expressly provided above, there are no warranties on SheepMedical USA products, express or implied, including warranties with respect to description, quality, merchantability or fitness for a particular purpose.

Purchaser assumes all risk and liability resulting from the use of SheepMedical USA products, whether used separately or in combination with other products of SheepMedical USA and other products. The liability of SheepMedical USA for any claim shall not exceed the purchase price of the products that are the basis of such claim. In no event will SheepMedical USA be liable for any incidental or consequential damages arising out of use or performance of SheepMedical USA products.

NOTHING HEREIN SHALL BE CONSTRUED TO IMPLY OR REQUIRE THAT SHEEPMEDICAL USA OR ITS MANUFACTURER(S) WILL BE RESPONSIBLE FOR, OR INCUR ANY LIABILITY FOR, ANY TREATMENT RESULTS OR MEDICAL SIDE EFFECTS OF ORTHODONTIC TREATMENT RELATED TO THE USE OF SHEEPMEDICAL USA'S PRODUCTS IN THE COURSE OF, AT THE END OF, OR AFTER FINISHED TREATMENT.

28. Return Goods Policy

Custom-made products or products produced on special order are not returnable. Chemicals or refrigerated products are not returnable. SheepMedical USA's other products that are not defective in material or workmanship may be returned at Customer's expense for full credit within sixty (60) days of shipment. All returned products must meet the following conditions: (i) products must be unused, in the original, unopened package and in re-saleable condition, (ii) products must be packaged so as to arrive at SheepMedical USA facility undamaged, (iii) products must be shipped prepaid and insured for full invoice value, (iv) products must be of current design, and (v) a copy of the original invoice accompanies the products along with a note explaining the reason for the return. At SheepMedical USA's option, SheepMedical USA may accept returned products 60 days after the date of shipment, which will be subject to a 20% restocking charge. SheepMedical USA's evaluation of the condition of products and count are final. When returning all or part of an order, please enclose a copy of the invoice and return FedEx, UPS or insured mail to: SheepMedical USA, 4514 Cole Ave, Suite 600, Dallas, TX 75205, U.S.A.

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