



KeneticAligners
Smiles in Motion



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the “Agreement”) is made as of the Effective Date set forth on the attached Cover Sheet (the “Effective Date”) by and between the Company and the Customer, each of which are referred to herein as a “Party” and collectively as the “Parties”. The Parties hereby agree as follows:

1. **Definitions.** In this Agreement, the following terms shall have the meanings set forth below:

1.1 “Aligner” means a clear, plastic orthodontic appliance made from high quality thermoplastic material that is molded to fit over the teeth of a Patient and is used to correct their dental alignment.

1.2 “Clinical Data” shall mean any data, information or material provided or submitted in its unaltered form in connection with using the Services or otherwise under this Agreement.

1.3 “Confidential Information” shall mean all confidential and proprietary information of a Party (“Disclosing Party”) disclosed to the other Party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation, Personal Information (as defined in Section 7.4), Company Technology, other proprietary technology, business and technology processes and requirements, the terms of this Agreement (including pricing terms), product information, and financial information. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

1.4 “Documentation” shall mean the data provided by Customer to the Company, generally in an electronic form, describing the elements to be incorporated into an Aligner for a Patient.

1.5 “Company” shall mean Kenetic Aligners, LLC, a California limited liability company.

1.6 “Company Console” shall mean the online application made available to Customer via the internet that allows Customer to interact with the Company in the development, design, and approval on an Aligner or other Services provided by the Company in behalf of a Patient.

1.7 “Company Technology” shall mean all of the Company proprietary technology (including the Company Console and other software, hardware, products, processes, algorithms, user

interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) used by the Company in providing the Services.

1.8 “**Customer**” shall mean, licensed dental provider.

1.9 “**Intellectual Property**” shall mean all U.S. and foreign statutory and non-statutory intellectual property rights, including copyrights, patents, trademarks, service marks, registrations thereof and applications therefor; proprietary rights in information and data, including trade secrets and know how; and moral rights and other personal rights in inventions and original works.

1.10 “**Patient**” shall mean any customer of Customer for whom an Aligner has been fabricated based on Clinical Data provided to the Company by Customer.

1.11 “**Service**” or “**Services**” shall mean those services more particularly described in Exhibit A to this Agreement and in the order described in Exhibit A.

1.12 “**Third Party Systems**” shall mean any third-party software systems that will interface to the Company Technology for the purposes of providing access to Clinical Data and provision of the Services.

1.13 “**Updates**” shall mean the periodic updates, patches, fixes, maintenance releases and the like that the Company may automatically download or incorporate into the Company Technology to ensure its ongoing functionality consistent with stated operational standards, as applicable.

2. Implementation. Promptly after the Effective Date, Customer shall provide the Company with information, resources and assistance as necessary to enable the Company to customize and implement, as applicable, the Company Technology for Customer’s purposes. If any such customization and/or implementation involve interfacing or connecting the Company Technology to any Third Party Systems, Customer shall be responsible for ensuring that the Company has the right to connect to such Third Party Systems, for obtaining the consent of the owner or controller of the Third Party System, for facilitating access to APIs and other interfaces, and for notifying the Company in writing of any conditions or restrictions that apply to such connection or interface. The Company shall not be responsible for any defect or failure in the Services due to errors in the data provided by Customer or Third Party Systems.

3. License and Restrictions.

3.1 The Company hereby grants to Customer a non-transferable, non-exclusive, worldwide right to use the Company Technology solely for the purpose of those Services outlined in this MSA which are also subject to the terms and conditions of this Agreement. All rights pertaining to the Company Technology not expressly granted to Customer are reserved by the Company and its licensors.

3.2 Customer shall not: (i) use the Services except as expressly authorized by the Company; (ii) license, sublicense, sell, resell, transfer, assign, distribute, hypothecate, lease, loan or otherwise convey, commercially exploit or make available to any third party the Services or the Company Technology except as authorized in this Agreement; (iii) knowingly send to the Company material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts,

agents or programs, or otherwise interfere with or disrupt the integrity or performance of the Services; (iv) modify the Services or the Company Technology, incorporate the Services or the Company Technology in whole or in part in any other product or create derivative works based on all or part of the Services or the Company Technology; and (v) share, disclose, or otherwise distribute any the Company Confidential Information, except as provided for in Section 2.1. For the avoidance of doubt, nothing contained herein shall preclude or prohibit Customer from making updates to Customer's IT infrastructure, provided that any such activities do not conflict with the restrictions set forth in this Section 3.2.

3.3 User logins are for authorized Users and cannot be shared or used by more than one individual User.

3.4 As part of the Services, the Company shall make the Company Console and Technology available accessible to Customer and its Users.

4. Support Services.

4.1 The Company shall host the Company Console on its servers and provide Customer and Users with access to the Company Console via an application server web environment, as described in Section 7.6 below. The Company shall use commercially reasonable efforts to provide access to the Services twenty-four (24) hours per day, seven (7) days per week, subject to scheduled maintenance and Force Majeure. The Company will inform Customer at least twenty-four (24) hours in advance of any scheduled maintenance. If access to the Company Console becomes unavailable due to problems with the servers, the Company will diligently repair any such problems so as to maintain Customer's ability to use the Services.

4.2 Data transmission between Customer and the Company via any network are exclusively Customer's responsibility. The Company assumes no responsibility for the reliability or performance of any data network or any data integrity, communications or connection problems Customer may experience that fall outside the Company Console. The Company does not guarantee against data loss or inaccuracies of Clinical Data due to connectivity issues or Customer's hardware failures.

4.3 During the term of the Agreement, the Company shall supply Customer with access to email and telephone assistance in use of the Services and to resolve any failures of the Service.

4.4 SLA - the Company agrees to follow the below outlined SLA while the Customer remains an active and paid client of the Company.

Phone Support

Monday- Friday, 8:00 am PST- 5:00 pm PST (operating hours)

Email Support:

Monday - Friday, 8:00am PST - 5:00pm PST (operating hours)

the Company will respond to emails within 72 business hours, acknowledging that the request has been received and is being addressed.

5. Fees.

5.1 Customer shall pay the Company the charges set forth on the Cover Sheet (the “Fees”).

5.2 Customer shall be responsible for, and shall pay or reimburse the Company for, all applicable state, local, federal and governmental taxes, duties or charges of any kind that may be levied upon either Party in connection with this Agreement except for taxes levied on the Company’s net income.

6. Ownership.

6.1 The license granted to Customer does not convey any rights in the Company Technology, express or implied, or ownership in the Service or any intellectual property rights thereto. The Company (and its licensors, where applicable) shall retain all rights, title and interest, including in any intellectual property or other proprietary rights, in and to the Company Technology and the Services, any derivative works or improvements thereof that are made by either Party, or by any third party under contract with such party, and in any suggestions, ideas, enhancement requests, data, feedback, recommendations or other information provided by Customer or any other party relating to the Services, excluding always the Customer Marks. Customer agrees to assign, and does hereby assign, to the Company any right, title or interest which it or its Users may have or obtain in any derivative works of the Company Technology which it or any of its Users has developed or may in the future develop and will upon the Company’s request execute and deliver such instruments of transfer and other documents to effect, complete and confirm such assignment. The service marks, logos and product and service names associated with the Services are marks of the Company or third parties (collectively, the “Marks”). Customer shall have the right to use and display such Marks for the purposes of the Services and promotion of the Services to Users, subject always to the Company trademark usage policies. All use of the Marks, and any goodwill associated therewith, will inure solely to the Company.

6.2 Without limitation of the foregoing, all technology, software or other material developed, invented, created or authored by any Party in connection with the Services shall belong solely and exclusively to the developing Party, including all Intellectual Property relating thereto.

7. Confidential Information.

7.1 Neither Party shall disclose to any third party the other Party’s Confidential Information and shall limit access and use to those of its employees and agents who require such access and use in connection with its rights and obligations under this Agreement. Each Party shall take appropriate action with its employees and agents to satisfy its obligations hereunder and shall protect the other’s Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care.

7.2 The obligations set forth in this Section 7 shall not apply to information (a) previously known to the receiving Party prior to disclosure by the disclosing Party, (b) which is or becomes

publicly known through no wrongful act of the receiving Party, (c) received from a third party under no confidentiality obligation with respect to the Confidential Information, or (d) required to be disclosed under administrative or court order, or in an arbitration or litigation arising out of a dispute between the Parties or their successors or assigns. If a Party is legally required to disclose any Confidential Information, that Party shall, to the extent allowed and practicable, provide the other Party prompt notice of such requirement so that the other Party may seek a protective order or other appropriate remedy or waive compliance with respect to that disclosure.

7.3 Each Party agrees that, in addition to any other remedies available, the other shall be entitled to injunctive relief to enforce the terms of this Section 7.

7.4 Each Party is responsible for: (i) the security of non-public or personally identifiable information (“**Personal Information**”) on the systems under its control; and (ii) data security issues arising from its systems or directly resulting from its own third party vendors or subcontractors, if any, in connection with the Services. Each Party will maintain commercially reasonable information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a “**Security Incident**”). In the event of a Security Incident involving the other Party’s Personal Information, the affected Party will promptly (a) assess the nature and scope of the Security Incident; (b) identify the Personal Information involved, if any; (c) take appropriate steps to contain, control and stop the Security Incident; and (d), in the event Personal Information was compromised and it is reasonably suspected that such compromise could result in a breach of this Section 7, promptly notify the other Party of the Security Incident, subject to any request by law enforcement or other government agency to withhold such notice pending the completion of an investigation.

7.5 Customer understands and agrees that the Company may use cookies, web beacons and/or other technologies to collect certain personally non-identifiable data in connection with this Agreement, which data may include, among other things, information such as Customer’s or User’s IP address, pages viewed by Customer or a User, date and time and domain type. Such information, which is collected passively using various technologies, cannot presently be used to specifically identify Customer or any User. The Company may store such information itself or such information may be included in databases owned and maintained by the Company affiliates, agents or service providers. The Company may use such information and pool it with other information to track, for example, the total number of users of the Company Platform, the number of visitors to each area or interactive object within the Company Platform, and the domain names of any visitors’ internet service providers.

7.6 The Company Console is hosted on Amazon Web Services (AWS) infrastructure, which is ISO 27001 certified, and housed in Amazon-controlled data centers around the world, which are secured with a variety of physical safety measures to prevent unauthorized access. All data is held on servers located in Amazon-controlled data centers. In respect of any data that may be held from time to time in the United States, Amazon.com, Inc. and its controlled United States subsidiaries are participants in the Safe Harbor program developed by the United States Department of Commerce and the European Union. These Amazon Group companies have certified that they adhere to the Safe Harbor Privacy Principles agreed upon by the United States and the European Union.

7.7 The Company will use commercially reasonable administrative, technical, and physical safeguards to prevent the unauthorized access, use or disclosure of data in violation of any applicable laws. Customer acknowledges, however, that the Company cannot guarantee the security of such

information given the nature of the internet. Customer also acknowledges that by issuing user identifiers and passwords for its authorized end-users, Customer controls, defines and manages access to the data that will be used by Customer and its Users within the Company Platform. Customer is responsible for (i) compliance with all foreign and domestic privacy laws and regulations that may be applicable to Customer's use of the Company Platform, (ii) securing all necessary prior consents for the collection, storage, and use of data within the Company Platform, and (iii) creation of, and compliance with, applicable policies regarding access and use by Users of any data.

7.8 BAA. The Parties shall enter into a Business Associate Agreement in a form substantially similar to Exhibit B to this Agreement, which authorizes the Company to store the patient records of Customer's patients. In the event Customer requests copies of any patient record held by the Company, the Company agrees to furnish reasonable copies of such records upon reasonable request.

8. Warranty; General Obligations.

8.1 The Company warrants that during the Term, the Services will perform substantially as described in accordance with the Documentation made available by the Company. Customer's sole remedy and the Company's sole responsibility for any failure of the Services to conform to this warranty shall be the Company's commercially reasonable efforts to modify the Services so as to conform to this warranty, or, if the Company is unable to do so, a pro-rated refund of the fees paid for the period of non-conformance of Services. In the event of any uncured material breach of this warranty lasting longer than thirty (30) days, Customer may terminate this agreement in accordance with Section 11.2.

8.2 Customer covenants that throughout the term of this Agreement, Customer shall be responsible for all activity occurring under Customer's User accounts and shall: (a) comply with all applicable laws and regulations with respect to Customer's use of the Services under this Agreement, including those related to data privacy and the transmission of technical or personal data; (b) only use, and cause its Users to use, the Services as contemplated by this Agreement; and (c) assume all liability for any unauthorized use of the Services by Customer and Customer's employees, officers, affiliates and agents pursuant to this Agreement. Customer acknowledges that the Company shall have the right, from time to time, to provide Updates or otherwise upgrade the Services. Customer shall notify the Company immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. Disclaimer of Warranties and Limitation of Liability.

9.1 EXCEPT AS STATED IN SECTION 8.1, THE COMPANY PROVIDES THE SERVICES TO CUSTOMER "AS IS" AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY THE COMPANY EMPLOYEE OR REPRESENTATIVE SHALL

CREATE A WARRANTY FOR THE SERVICE, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THE COMPANY'S LICENSORS EXPLICITLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICE. IN ADDITION, CUSTOMER HEREBY DISCLAIMS ANY AND ALL LIABILITY PERTAINING TO (I) THE TRANSMISSION OF INFORMATION OVER THE INTERNET, OR (II) ANY IMPAIRMENT OR DISRUPTION OF CUSTOMER'S CONNECTION TO THE INTERNET OR ACCESS TO THE SERVICE.

9.2 TO THE FULL EXTENT ALLOWED BY LAW, NEITHER CUSTOMER NOR THE COMPANY (AND ITS LICENSORS, WHERE APPLICABLE) SHALL IN ANY EVENT BE HELD LIABLE, WHETHER BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF A PARTY HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO THIS AGREEMENT.

9.3 EXCEPT FOR LIABILITY UNDER SECTIONS 7 (CONFIDENTIALITY) AND 10 (INDEMNIFICATION), THE MAXIMUM LIABILITY OF THE COMPANY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED, AND IN NO EVENT SHALL THE COMPANY'S LIABILITY EXCEED \$1,000,000. IN NO EVENT SHALL THE COMPANY'S LICENSORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

9.4 NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY TO THE OTHER FOR ACTS OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SUCH PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

10. Indemnification.

10.1 The Company shall indemnify Customer from and against claims that the Services or the Company Console and or Technology infringe any third party's U.S. Intellectual Property and all damages and costs awarded or paid in settlement and reasonable attorney's fees with respect thereto, provided that Customer (a) promptly notify the Company of any such claim and cooperate with the Company in the defense thereof and (b) give the Company sole control of the defense and settlement of the claims. The Company will have no obligation with respect to any claim arising out of or based, Customer Marks, Customer's modification of the Services or use of the Services in a manner not permitted by this Agreement.

10.2 If the Services or the Company Technology or any part thereof provided under this Agreement is the subject of a claim, suit or proceeding for infringement of any U.S. Intellectual Property, or in the event of any adjudication that the Services or the Company Technology infringes upon any U.S. Intellectual Property, the Company, at its expense, shall (a) secure for Customer the right to continue using the Services or the Company Technology or part thereof; (b) replace or modify the Services or the Company Technology or part thereof to make it non-infringing; or (c) if reasonable efforts to achieve the foregoing are not available on commercially reasonable terms, either Party shall have the right to terminate this Agreement upon written notice to the other Party and the Company shall refund any fees prepaid to the Company for the period after such termination, provided that the Company's obligation to refund such prepaid fees shall not impact Customer's remedies against the Company for non-conforming Services under this Agreement. For clarity, any changes made by the Company to the Company Technology pursuant to the preceding sentence shall not impact the Company's warranties to the Customer contained in this Agreement.

10.3 Customer shall, at its own expense, indemnify and hold the Company, its licensors and each such Party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any and all claims: (i) alleging that Customer Marks, or any use thereof, infringes or violates the Intellectual Property rights, contract rights, or other rights of any third party; or (ii) alleging that the Company's use of Third Party Systems as permitted by Customer infringes or violates any Intellectual Property rights, contract rights, or other rights of any third party. The Company shall (a) promptly notify Customer of any such claim and cooperate with Customer in the defense thereof and (b) give Customer sole control of the defense and settlement of the claims.

11. Term and Termination.

11.1 Term. This Agreement shall be effective as of the Effective Date and shall continue for the period set forth on the Cover Sheet (the "Initial Term").

11.2 Termination for Breach; Suspension. Either Party may terminate this Agreement if the other Party commits any material breach of this Agreement and fails to remedy the breach within thirty (30) days after written notice of the breach is given. In the event that the Company fails to remedy the material breach within thirty (30) days after written notice of the breach is given, Customer will be entitled to reimbursement of a pro rata portion of any pre-paid but unused fees. In addition, if Customer is delinquent in making payments to the Company when due, the Company may suspend access to the Services until Customer remedies such delinquency. Late payments shall be subject to interest of one percent (1.0%) per month on any outstanding balances, or the maximum allowed by law, whichever is less, in addition to all reasonable and customary expenses of collection.

11.3 Handling of Clinical Data Upon Suspension/Termination. Upon termination or suspension of the Services, all access of Customer and its Users to the Company Technology and the Services shall cease. If the Company is hosting Clinical Data, upon Customer's written request within thirty (30) days of termination of this Agreement (other than by reason of Customer's breach), the Company will make available to Customer a file of the Clinical Data through a complete and secure (i.e. encrypted and appropriated authenticated) download, provided that Customer has paid in full all undisputed amounts owed to the Company.

11.4. Refund and Chargeback Policy. Upon termination of this Agreement, (a) if Customer has paid to the Company any Fees that are, at the time of termination, unearned, in the sole and absolute discretion of the Company, then the Company agrees to refund such unearned Fees within twenty (20) days following the date of termination of this Agreement and (b) if Customer, at the time of termination of this Agreement, owes any amounts to the Company, then the Company shall have the right to charge back said amounts against any refund provided for under clause (a) of this Section 11.4. If there are no refunds available to Customer hereunder, then Customer agrees to pay the Company any sums that Customer owes to the Company under any part of this Agreement on demand.

12. Arbitration and Equitable Relief.

12.1 Any dispute arising under or in connection with any matter of any nature (whether sounding in contract or tort) relating to or arising out of this Agreement, shall be resolved exclusively by arbitration. The arbitration shall be in conformity with and subject to the applicable rules and procedures of the American Arbitration Association. All Parties agree to be (a) subject to the jurisdiction and venue of the arbitration in the State of California, (b) bound by the decision of the arbitrator as the final decision with respect to the dispute, and (c) subject to the jurisdiction of the District Courts of the State of California for the purpose of confirmation and enforcement of any award.

12.2 The place of the arbitration shall be Los Angeles, California. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator will be final, conclusive and binding on the Parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The arbitrator will apply California law to the merits of any dispute or claim, without reference to rules of conflict of laws. Customer hereby expressly consent to the personal jurisdiction of the state and federal courts located in Los Angeles, California for any action or proceeding arising from or relating to the Agreement and/or relating to any arbitration in which the Parties are participants. The Parties will each pay one-half of the costs and expenses of such arbitration, and each of the Parties shall separately pay its counsel fees and expenses.

13. General.

13.1 Compliance with Laws. Each Party shall comply with all applicable laws with respect to its performance under this Agreement.

13.2 Publicity. Customer acknowledges and agrees that the Company may identify Customer as a Customer of the Company and may display Customer's name and logo on the Company's website for such purposes, for so long as this Agreement is in effect or until Customer revokes its consent in writing, whichever is earlier.

13.3 Notices. Except as otherwise provided herein, all notices, and other communications required or which any party desires to give under this Agreement shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service, by registered or certified United States mail, postage prepaid to the following addresses, or by electronic mail to the following email addresses:

If to the Company:

Kenetic Aligners, LLC

Attn: Dr. Ken Smith
2807 Loma Vista Road, Ste 102
Ventura, California 93003
Email: office@keneticaligners.com

Any such notice or communication shall be deemed to have been given and received either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of e-mail, upon receipt; provided, however, that service of a notice required by any applicable statute shall be considered complete when the requirements of that statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt.

13.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements or communications, with regard to the subject matter described herein. This Agreement may only be modified in writing, signed by both Parties.

13.5 Assignment. This Agreement may not be assigned or transferred by either Party without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to any successor or assign of its business, whether by merger, change of control, or sale of all or substantially all of its assets. Subject to the prior sentence, any attempt to assign this Agreement or any rights hereunder without the prior written approval of the other Party shall be null and void.

13.6 Waiver and Severability. Waiver by a Party of any default by the other shall not be deemed a waiver of any other default. If any term or condition of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, this Agreement shall be reformed to be valid and enforceable consistent with the intention of the Parties as expressed herein to the greatest extent permitted by law.

13.7 No Third Party Benefits. This Agreement is entered into solely for the respective benefit of the Parties and their permitted successors and assigns, and nothing in this Agreement will be construed as giving any right, remedy or claim under this Agreement to any third parties.

13.8 Force Majeure. Neither Party shall be in default to the extent that failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond its control, including acts of God, fire, natural disaster, war, terrorism, riot or other civil disturbance, outages of electrical, telecommunications or computer server hosting services, acts of government or labor strikes or lockouts (“**Force Majeure**”), provided that such Party shall use its best efforts to overcome any such Force Majeure.

13.9 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California, without regard to its principles of conflicts of laws.

13.10 Relationship of the Parties. The relationship of the Parties shall be that of independent contractors. Nothing herein shall be construed to create any agency, partnership, joint venture or similar relationship or to subject the Parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein. Neither Party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other Party, or to bind the other Party in any matter or thing whatsoever.

COMPANY:

Kenetic Aligners, LLC

Sign: _____
Ken Smith, Manager

CUSTOMER:

Print Name: _____

Sign: _____