

EXHIBIT A

SERVICES

Step 1: The Dentist (dental specialists are not allowed) will send an email to office@keneticaligners.com (the “Portal Email”), which is encrypted and HIPPA compliant. The email shall include, as attachments, the following records: (i) intra-oral and extra-oral photographs using retractors (right and left biting view - all the way to first molar); (ii) center biting shot image; (iii) upper and lower occlusal shot images; (iii) a panoramic radiograph that is less than 6 months old; and (iv) current upper and lower STL files (less than 6 weeks old). In the body of the email the Dentist must provide the following information, included in the attached Patient Form (Attachment 1): patient’s name, patient’s DOB, patient’s chief concern and the Dentist’s restorative treatment goals for the patient. Hereafter, the records referenced in this paragraph, along with the Patient Form, may be referred to as the **“Patient Application”**. At the time of submitting the Patient Application, the Dentist shall pay a deposit (the **“Deposit”**) to the Provider, which will be non-refundable upon payment. Upon receipt, the Provider will process the Patient Application and will then will either accept or reject it by sending an email of either acceptance or rejection to the Dentist. The Provider may reject any Patient Application for any or no reason. However, generally, the Dentist will deny a Patient Application only for reasons which include, but are not limited to: crossbites, moderate to severe deep bites, excessive overjet, class 2 or 3 molar or canine occlusion, root resorption, Temporomandibular Disorders (TMD), etc. If the Provider rejects the case submitted, the Dentist will be refunded half of the Deposit.

If a Patient Application is approved, the Provider will provide two treatment design videos along with supporting documents that will include individual tooth movements occurring within the proposed treatment design that are consistent with the Dentist’s restorative treatment goals for the patient (the **“Plan”**). The two videos will show proposed tooth movements. The first will be a center shot and the second will be the occlusal views of upper and lower dental arches. More video angles can be requested if the Dentist desires. As for the supporting documents referenced above in this paragraph, if needed they will show the amount of any inter proximal reduction (IPR) required and may include a report of the values of proposed tooth movements for each tooth and an attachment guide to indicate where the proposed attachments are needed. The Dentist shall then either accept or reject the Plan, by providing notice of acceptance or rejection to the Provider via the Portal Email. In the event the Dentist rejects the Plan, half of the Deposit will be returned to the Dentist within a reasonable time following the Provider’s receipt of the reject email. If the approved plan is not accepted or rejected within 12 weeks of submission, the records will be deemed no longer accurate and a new patient application will be required along with an additional deposit. If the Plan is accepted by the Dentist, the parties will move to Step 2.

If any dental work needs to be completed while the Plan is being implemented that materially affects the Plan or its effectiveness, the parties agree that a new Patient Application will be submitted by the Dentist to the Provider and, if any new aligners are needed, the Dentist agrees to pay for such at a rate of \$65.00 per aligner or a refinement at \$250 (assuming the provided refinement has already been used).

The Provider will send to Dentist the following statement: “Except to the extent caused by the negligence or willful misconduct of Kenetic Aligners, LLC, its agents and employees, Kenetic Aligners, LLC shall not be liable to Dentist, its agents, employees, guests or invitees (and, if Dentist is an entity,

its managers, members, directors, officers, agents, employees, guests or invitees) for any damage caused to any of them due to any appliances or services provided by Kenetic Aligners, LLC or any parts thereof being improperly constructed or being or becoming out of repair. Dentist shall accept, and shall be held to have accepted the appliances and services as suitable for the purposes for which they were created, and shall accept and shall be held to have accepted the appliances and services as-is, without further warranty except as set forth in the Master Services Agreement between Kenetic Aligners, LLC and Dentist, and Dentist (the “**MSA**”) by said act waives any and all defects therein (except with respect to the express representations and warranties of Landlord set forth in the MSA); provided, however, that this statement shall not preclude Dentist from seeking recovery from any third party responsible for such damage or injury. Furthermore, Dentist hereby agrees that any deposit paid to Kenetic Aligners, LLC by Dentist shall hereafter be non-refundable to Dentist and shall be and remain the sole property of Kenetic Aligners, LLC and that Dentist shall pay any additional sums due to Kenetic Aligners, LLC under the terms of the MSA.

The Provider, using the Plan information and data, will create a file for the patient on ULab Systems software (the “**Software**”). All of the Patient Application data will be uploaded to the Cloud 9 Orthodontic management Software and included into a chart note for future reference as needed.

Step 2:

It is agreed that within fourteen days following receipt of the Plan materials, the Dentist will either approve or reject the Plan via the Email Portal. If the Dentist approves the Plan, the Dentist shall pay the remaining treatment fabrication cost (the “**Final Fee**”) before fabrication begins. By accepting the Plan via the Email Portal, the Dentist is confirming the treatment plan, and confirming that the Provider can begin the manufacturing process for custom aligners for the patient. Furthermore, by accepting the Plan, the Dentist is agreeing to pay the Final Fee, acknowledging that this fee is and will be non-refundable. If provided by the Provider, fabrication should be completed within approximately 14 business days. The Dentist agrees with and acknowledges that the videos referenced in Step 1 are simulations only, and, as such, actual results may vary and agrees to communicate the same to each patient. Provider may use third party fabrication resources to build any actual apparatus. Otherwise, the parties agree that the Provider will provide all fabrication services for the apparatuses.

Step 3: Once the apparatuses are completed, they will be sent to the Dentist, who agrees to be solely responsible for their installation with the patient. As indicated above, the Dentist agrees and acknowledges that all movements are proposed and may express differently than what is seen in the Software. In addition, the Dentist will be solely responsible for monitoring the patient’s cooperation, dental health, scheduling follow up appointments to ensure that the apparatuses fit and are performing their function and ensuring that the IPR and orthodontic attachments are placed correctly as this could alter the treatment outcome. IPR should be verified by leaf gauges. Any of these factors would increase the likeness of a refinement to complete the case.

Step 4: The Dentist will instruct the patient to switch into a new aligner each week or to document why the patient can’t, shouldn’t, or won’t switch to a new aligner every week. Notwithstanding the foregoing, the Dentist will be solely responsible to ensure that the patient has worn the aligner enough time to proceed into the next aligner to ensure proper tooth tracking. If it is determined that the patient is not yet ready to move to a new aligner each week, the Dentist will communicate that information to the Provider and the Plan may be adjusted accordingly. The Dentist will notify each patient that each aligner must be worn 20-22 hours per day. **It is agreed that all communications**

with the patient shall be handled by the Dentist. Thus, the Dentist agrees to not allow any patient to contact the Provider directly without the express written consent of the Provider.

Step 5: At the end of the treatment (assuming the patient has 12 aligners = 3 months of treatment) the Dentist will send to the Provider current final photos, current pano xray and current STL files for documentation purposes for each patient. All such photos will be placed into the Software. The parties agree that the Provider shall retain ownership of the photos subject to a non-exclusive, perpetual, royalty-free license for the Provider to use and access the photos for purposes of treatment of the patient only. The final STL files can be used to print the final set of digital models from a 3D printer to make the patient's retainers as needed, if the treatment is determined to be complete by the Dentist. The Essix retainers are **NOT** included in the cost of fabrication. 3D printed models may be provided to the Dentist upon request for an additional fee of \$70.00 per model. Retainers are \$265 each.

The parties agree to follow steps 1 thru 5 where it is determined by the Dentist that a refinement is needed or requested for a given patient. In such an event, the first refinement is included in the Final Fee. The Dentist agrees to pay an additional \$250 fee for each further refinement. **The Dentist shall be solely responsible for any clinical determinations that further refinements are or are not advisable or required.**

Notwithstanding the foregoing, the Provider does not agree to provide any more than four refinements for a given patient and any treatment phase that takes longer than two years to complete will be terminated by the Provider and all fees paid to that point will be retained by the Provider without response by the Dentist. If additional treatment is required after four refinements. The Dentist will be required to submit a new patient application and deposit.

Kenetic Aligners LLC, has the right to adjust treatment design and fabrication fees at any time, without limitation and without notice.

Your signature below indicated that you had read, understand and accept the above service agreement.

COMPANY:

Kenetic Aligners, LLC

Sign: _____
Ken Smith, Manager

CUSTOMER:

Print Name:

Sign: _____