

ORDER FORM SUPPLEMENT FOR PATIENT CONECT TV

These Supplemental Terms are legally binding terms governing Your use of the Patient Connect TV Service (“PCTV Service”).

These Supplemental Terms amend the Master Subscription Agreement (“MSA”) and/or the Order Form by which you ordered the PCTV Service, and form an integral part of that Master Subscription Agreement and/or Order Form (collectively “Agreement”).

If you are accepting these Supplemental Terms on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its Affiliates to these Supplemental Terms, in which the case “You” and “Your” shall refer to such entity and its Affiliates. If you do not have such authority, or if You do not agree with these Supplemental Terms, You must not accept these Supplemental Terms and may not use the Patient Connect TV Service.

These Supplemental Terms were last updated on September 5, 2017. They are effective between You and Us as of the date You accept them.

The most current version of these Supplemental Terms will be available to you by visiting <http://www.revenuewell.com/legal/resources/PCTV>.

1 REVENUEWELL PRODUCTS

RevenueWell offers dental practice hardware, described as Basic Equipment in Section 10 (Equipment and Installation) below, and Patient Connect TV Content as part of the PCTV Service. RevenueWell may add, delete, update or upgrade the PCTV Service at any time in its sole discretion.

2 LICENSE AND RESTRICTIONS

PCTV Service grants to you a non-exclusive, non-transferrable license to use the Basic Equipment and Patient Connect TV Content, to be viewed solely at the office(s) of installation. Basic Equipment made available through the PCTV Service is licensed, not sold, to you. No other use or ownership rights are granted to you in the PCTV Service. You hereby irrevocably assign and convey to RevenueWell all right, title and interest, if any, you may be deemed to have in the PCTV Service or any derivative work of the PCTV Service, with no rights therein reserved to you. You represent and warrant that your contributions, if any, to the PCTV Service have not and will not violate any patent, copyright, trade secret, trademark, mask work right, or other proprietary rights of a party. Except as expressly provided for above, you shall not make or attempt to make any other use of the PCTV Service, including but not limited to copying, reverse engineering, disassembling, modifying, renting, leasing, distributing or creating derivative works from the PCTV Service or transmitting it over a network. You shall not attempt to (i) gain unauthorized access to any RevenueWell PCTV Service, systems or networks through hacking, password mining or any other means; (ii) tamper with, hinder the operation of or make unauthorized modifications to the RevenueWell PCTV Service

3 DOWNTIME

You understand and agree that from time to time the PCTV Service may be inaccessible or inoperable for scheduled maintenance and upgrade installation or due to malfunctions and causes beyond the control of RevenueWell because of act of God, accident, fire, labor dispute, riot or civil disorder, act of public enemy, enactment or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, or other cause not reasonably within its control (“Downtime”). You will not receive advance notice of Downtime and the occurrence of Downtime shall not be a breach hereunder.

4 THIRD PARTY PROVIDERS

RevenueWell utilizes third party providers to provide the PCTV Service (“RW Providers”). Such third party providers include, but are not limited to, hardware providers, email service providers, SMS service providers, hosting providers and content providers. Customer agrees to the use of third party providers regarding the PCTV Service.

5 CLIENT INFORMATION

You may provide certain information, photographs or other media (“Client Information”) to RevenueWell and RW Providers. RevenueWell reserves the sole right of whether or not to publish, upload or permit the Client Information to be included in PCTV Service. The Client Information, provided by you, shall not infringe on any person or entity's rights and shall not and will not violate any laws or professional ethics standards. You hereby convey to RevenueWell and RW Providers a perpetual, worldwide, irrevocable license to utilize the Client Information, in all forms now known or hereinafter invented. You shall not claim, on your website or otherwise, that any Client Information modified by you is created, owned, licensed or otherwise sanctioned by RevenueWell and RW Providers.

6 PROTECTION OF PROPRIETARY RIGHTS

RevenueWell will include in the PCTV Service a copyright notice notifying users, including your patients and prospective patients (“End Users”) that the PCTV Service are protected by the copyright laws of the United States of America and worldwide by treaty or bilateral agreement and that if you or any End User is found by RevenueWell or RW Providers to have acted in violation of these copyright laws, the MSA, or these Supplemental Terms, then RevenueWell and RW Providers have the right to remove the infringing content and/or terminate your license to and the PCTV Service with you.

7 LIMITED WARRANTY AND EXCLUSIVE REMEDY

Notwithstanding anything to the contrary in the Master Subscription Agreement, The PCTV Service are provided “as is” without warranties of any kind, either express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. RevenueWell does not warrant that the PCTV Service will meet your specific requirements or that the operation of the PCTV Service will be error-free. RevenueWell's entire liability, and your exclusive remedy, shall be the replacement of any defective or non-working component of the PCTV Service or the termination of the License.

8 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in the Master Subscription Agreement, RevenueWell shall not be liable to you or any other third party for indirect, incidental, special or consequential damages arising out of or relating to the PCTV Service. In no event shall RevenueWell and RW Providers be liable for any loss of your business, revenues or profits. RevenueWell shall have no liability to you or any third party for PCTV Service, if those PCTV Service have been modified by you in any manner.

9 MODIFICATIONS

RevenueWell reserves the right, from time to time to make modifications to these Supplemental Terms, in its sole discretion, without prior notice to you. Continued use of the PCTV Service following any modification to these Supplemental Terms will indicate your acceptance to the modification.

10 EQUIPMENT AND INSTALLATION

Licenses for PCTV Service require a start-up fee, which includes a computer video player, HDMI cable and power supply for each licensed screen (“Basic Equipment.”) RevenueWell will include installation instructions for this Basic Equipment. If a third party is required to perform a site survey and installation for the Basic Equipment, this service may be arranged and provided through a RW Provider for an additional cost. If equipment is required in addition to the Basic Equipment (“Additional Equipment”), it will be provided by a RW Provider for an additional cost. You must provide a stable High Speed Internet connection, at your sole cost and expense, to install the Basic and Additional Equipment (collectively, the “Equipment”) and to utilize the Patient Connect TV Content. If your High Speed Internet connection is interrupted or unavailable you may not be able to access or update the Patient Connect TV Content and RevenueWell will not be responsible for such interruption or unavailability.

11 OWNERSHIP AND USE OF EQUIPMENT

RevenueWell is the sole owner of the Equipment and you shall grant no other person any right, title, lien, interest in or to the Equipment. You may not sell, grant or encumber the Equipment or any interest therein to any third party. You may not remove the Equipment from the dental office address to which it is licensed, as set forth in the Product Agreement. You may not make alterations or install attachments to the Equipment without the prior, written consent of RevenueWell. The Patient Connect TV Content may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for use at your dental office on each unit of Basic Equipment and Additional Equipment for which you are paying a licensing fee to RevenueWell.

12 REPAIR AND REPLACEMENT OF EQUIPMENT

You agree to take good care of the Equipment and you will be responsible for any loss of or damage caused by you or your patients while the Equipment is in your possession or control. RevenueWell will repair or replace computer video player units that are defective. Any defective or damaged computer video player should be shipped to a RW Provider for

repair or replacement, at RW Provider's expense. When shipping the Equipment for repair or replacement, you shall take reasonable care in the preparation and shipping of any Equipment.

13 TERMINATION: RETURN OF EQUIPMENT

In addition to the Term and Termination section in the MSA, you agree to comply with the additional termination requirements set forth below.

If you have received any Equipment in connection with the Licenses granted to you hereunder, you must call Patient Connect TV Support at 866-221-2088 to initiate termination with thirty (30) days notice. RevenueWell will allow you to terminate the Product Agreement in one of two ways (each, a "Patient Connect TV Termination Option"): (i) upon the termination date, while on the phone with RevenueWell, you may connect the computer video player provided as part of the Basic Equipment to the Internet so that RevenueWell can delete all Patient Connect TV Content from the computer video player; or (ii) by the termination date, send the Equipment back to RevenueWell at your sole cost and expense. Upon satisfaction of one of the Patient Connect TV Termination Options, you will no longer be charged for the monthly fee pursuant to the PCTV Service Agreement. If you choose to effectuate your termination pursuant to option (i) above, the Equipment shall be returned to RevenueWell within thirty (30) days of the termination, cancellation or expiration of the license for any reason at your sole cost and expense. In all cases, the Equipment shall be returned in good order and operating condition, ordinary wear and tear excepted. You will be assessed a charge of Two Hundred Fifty (\$250.00) for any Equipment that is not returned on or before the end of the thirty (30) day period and for any Equipment that is damaged or inoperable when returned. You further agree to reimburse RevenueWell for all costs incurred for the repair, cleaning, restoration or replacement of the Equipment to its condition when delivered, ordinary wear and tear excepted.