

DenTeach™ End User License Agreement

This agreement sets out the terms for end-user use of our DenTeach™ Software (DT-Performer™ and DT-Class Manager™), including limitations and exclusions.

TACTILE ROBOTICS LTD. DenTeach™ SOFTWARE END USER LICENSE AGREEMENT

Updated April 7, 2022

This is a license agreement between you ("**your**", "**customer**", "**client**") and Tactile Robotics Ltd. ("**Tactile Robotics**" or "**TR**", or "**we**" or "**us** ") that sets out your rights to use the TR DenTeach™ software ("**Software**") and documentation accompanying this agreement ("**Document** ").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE REGISTERING IN THE SOFTWARE. BY ACCEPTING THIS AGREEMENT OR USING THE DENTTEACH™ SOFTWARE YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

If you purchased TR DenTeach™ hardware ("**Hardware**"), and you do not agree to the terms of this agreement, promptly return it in its original package with your sales receipt within 30 days of its purchase or in accordance with the return policy of your point of purchase, whichever is longer. You may only enter into this agreement and download and use the DenTeach™ Software if you can form a binding contract with TR and are not legally prohibited from using the DenTeach™ Software.

If you obtain Software on behalf of a company, organization, or other entity, then you represent and warrant that you are authorized to grant all permissions and licenses provided in this agreement and bind the entity to this agreement, and that you agree to this agreement on the entity's behalf.

1. General

The DenTeach™ Software is licensed, not sold, to you by Tactile Robotics under the terms of this agreement. The terms of this agreement will govern any Software updates provided by Tactile Robotics that replace and/or supplement the original Software, unless the update is accompanied by a separate license, in which case the terms of that license will govern.

2. License

Subject to the terms and conditions of this agreement, Tactile Robotics grants to you a limited, non-exclusive license to install and use one copy of the DenTeach™ Software on a single computer for use only with a TR-authorized module or a TR-authorized unit (each, a "**TR Device** "). Suppose the DenTeach™ Software is used in a non-household or non-educational or non-research use. In that case, it is not licensed for use by multiple users unless there is a separate agreement between you and TR or a TR-authorized distributor specifically permitting such use.

3. License Restrictions

Tactile Robotics reserves all rights not expressly granted in this agreement. You may not make the DenTeach™ Software available over a network where it could be used by multiple computers at the same time, or otherwise. You may not, and you agree not to, or to enable others to, copy (except as expressly permitted by this agreement), decompile, disassemble, reverse engineer or attempt to derive the source code of, or create derivative works of, or an installer for, the DenTeach™ Software or any part of the DenTeach™ Software, or attempt to circumvent any related security measures (except as

expressly permitted by applicable law or to the extent as may be permitted by licensing terms governing the use of open sourced components included with the DenTeach™ Software). You may make a copy for backup purposes. You may not, and may not enable others to, sell, re-distribute, rent, lease or sublicense the DenTeach™ Software, except that you may transfer the DenTeach™ Software upon a permanent transfer of your TR Device.

4. Restrictions on Industrial, High-Risk Use

Unless there is a separate agreement between you or your organization and TR or a TR-authorized reseller specifically granting you such rights, you are not licensed to, and you agree not to, use the DenTeach™ Software with or for control, whether direct or indirect, of industrial, commercial, military or medical equipment. In addition, you are not licensed to, and you agree not to, use the DenTeach™ Software in applications where use could lead to death or serious bodily injury of any person or to severe physical or environmental damage. ANY SUCH USE IS STRICTLY PROHIBITED.

5. Privacy and Connectivity

5.1. We are committed to protecting and respecting your privacy. The Privacy Policy (the "Policy") and any other documents referred to on it set out the basis on which any personal data we collect from you or that you provide to us will be processed by us. Please read the following Policy carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of The Canadian Consumer Privacy Protection Act (the "CPPA"), the data controller is Tactile Robotics Ltd., with its registered office at 302-135 Innovation Dr., Winnipeg, MB, Canada R3T 6A8.

5.1.1. Contacting us

Questions, comments and requests regarding this Policy or the treatment of your personal data (including requesting any correction, amendment, or update to, or deletion of, your information) are welcomed and should be addressed to Data Protection at Tactile Robotics Ltd., 302-135 Innovation Dr., Winnipeg, MB, Canada R3T 6A8 or info@denteach.ca.

5.1.2. information we collect

Information we hold about you will be held no longer than necessary for the purposes listed in Paragraph 5.1.3.

We will collect and process the following data about you:

Information you give us: This is information about you that you give us by filling in forms on denteach.ca or tactilerobotics.ca (our/the "Site") or by corresponding with us by phone, email, in person at public demonstration events or otherwise. It includes information you provide when you subscribe to our newsletter, sign up for our Evaluation Kit or Demo Kit, order one of our development kits, register to use a TR Device, sign up for our academic program, or register your interest in, sign up for or pre-order any of our other Software or hardware, register to use our site, search our site, place an order for Software or hardware, whether through us, or a third party vendor, apply for a job (including by sending in your CV), and when you report a problem with our site (including by raising a support ticket). The information you give us may include your name, job title, address, email address, phone number, debit or credit card information, educational institute (in the case of signing up for our academic program), the purpose of TR Device use, personal description and qualifications (in the case of applying for a job).

Information we collect about you: About each of your visits to our site, including when you access and use denteach.ca, we may automatically collect the following information:

- technical information, including the Internet protocol (IP) address used to connect your computer or other electronic devices to the Internet, your login information, browser type and

version, time zone setting, browser plug-in types and versions, operating system and platform, and the type of electronic device used;

- information about your visit, including details of the pages you visit, the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call us.
- We collect information when you use TR hardware (or a TR-authorized embedded optical module) and its associated Software, including performance data such as frequency and duration of use, tracking performance, environmental conditions, and other performance data. We also collect technical error data such as the presence of smudges, calibration or synchronization errors or states or other Software or hardware errors or states. This information is tied to your hardware ID and may be associated to any account you have with us.
- We may also collect non-identifiable motion data. This data helps us to improve our products and services, including training and improving our TR Devices and TR software. We do not associate this data with your device ID, any account you have with us or any other personally identifiable information.
- Information we receive from other sources: This is the information we receive about you if you use any of the other websites we operate, the other services we provide, or from sources not linked to us, including any information you have published on LinkedIn or other Social Medias, which may be used to contact you regarding potential roles with us; and information that you have provided to external recruiters and given your consent to them to share with us for recruitment purposes.

5.1.3. Cookies

Our site uses cookies (small files of letters and numbers placed on your computer or other electronic devices when you access our site) to distinguish you from other users of our site, which helps us provide you with a good experience when you browse our site and also enables us to improve our site.

The following types of cookies may be used by TR:

- Strictly necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website or to put items of Software in your shopping basket and use our check-out process).
- Analytical/performance cookies. They allow us to recognize and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- Functionality cookies. These are used to recognize you when you return to our website. This enables us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- Targeting cookies. These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

5.2. Uses made of the information

We use information held about you in a number of ways, set out in more detail below. We use this information:

- where we have an appropriate business, need to relate to the operation and promotion of our business. In doing so, we balance these appropriate business needs (set out below) with your right to have your information treated in a way which does not unreasonably prejudice your interests;
- where we have a contract with you, in order to perform our contractual obligations; and
- where required to do so, in order to comply with legal obligations which apply to us;

Information you give to us: We will use this information;

- to enter into agreements with you, to carry out our obligations arising from any such contracts entered into between you and us, to provide you with the information, products and services that you request from us, and to engage with you in relation to the provision of your services to us under any such contracts;
- to enable our third-party vendors to carry out their obligations arising from any contracts entered into between you and them and to provide you with the information, products and services that you request from them. This includes the sharing of your information with our third-party vendors to facilitate any purchase by you of hardware;
- to notify you about changes to our service in relation to a contract that we have with you.

With your prior permission, we will also use this information for Marketing Purposes, including:

- to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
- to contact you with questionnaires about our goods or services so that we may carry out market research and analysis to improve those goods and services;
- to provide you with information about goods or services we feel may interest you.
- Information we collect about you: We will use this information:
 - to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
 - to improve our site to ensure that content is presented in the most effective manner for you and for your computer or other electronic devices;
 - to allow you to participate in interactive features of our service, if and when you choose to do so;
 - as part of our efforts to keep our site safe and secure;

Information we receive from other sources: We will combine this information with the information you give to us and the information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive) and the following purposes:

- to allow us to understand the demographics of our users and their equipment;
- to improve our Software and services;
- to contact you via LinkedIn regarding potential roles at TR;
- to verify that your use of our Software, and/or your use of paid-for features within our Software, is authorized.

5.3. Disclosure of your information

You understand that we may share your information with:

- Any member of our group, which includes our holding company and its subsidiaries.
 - Selected third parties including:
 - business partners, suppliers, sub-contractors, collaboration partners, auditors, legal and tax advisors, service providers and third-party vendors for the performance of any contract we enter into with you, or that you may enter into with them. This

includes disclosure to our distributors so that orders for hardware can be fulfilled;
and

- analytics and search engine providers that assist us in the improvement and optimization of our site and our Software.

We will disclose your personal information to third parties in the following circumstances:

- if we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets only if necessary for the sale or purchase;
- if a third party acquires TR or substantially all of its assets, in which case personal data held by TR (including that about its customers), will be one of the transferred assets;
- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or if required by any court or tribunal of competent jurisdiction, or in order to enforce or apply our licence terms.

5.4. Where we store your personal data

The information that we collect from or about you may be transferred to, stored and processed at a destination outside North America. If you place an order for hardware in Canada, or to be distributed in Canada, the information we hold about you will be transferred to, stored and processed at a destination in Canada or the US in connection with the fulfilment of your order.

The transfers, storage or processing described in this section are necessary: (a) for the performance of a contract between us and the relevant third party, where a such contract has been concluded in your interest, or (b) between you and us, or in relation to pre-contractual steps relating to that contract.

Where you have consented to the use of your personal information for marketing purposes, we will transfer that information to our email marketing service provider, who is based in Canada. We will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with this Policy.

All information you provide to us is stored on secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, such as the Developers Area, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we will take all steps reasonably necessary to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

5.5. Your rights

You have the right to ask us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing by not checking certain boxes on the forms we use to collect your data. You can also exercise the right and can withdraw your consent at any time by contacting us at Tactile Robotics Ltd., 302-135 Innovation Dr., Winnipeg, MB, Canada R3T 6A8 or info@denteach.ca.

Alternatively, if you receive our marketing emails, you can unsubscribe from further marketing emails from us by selecting the "unsubscribe" link at the bottom of our emails to you. Please note that it can take 72 working hours for us to receive notice of this, so you may continue to receive marketing emails in the interim period. If you have asked us to stop using your personal data for marketing purposes, your name and any relevant contact details will be added to and kept on a "suppression list" to make sure that we do not send you marketing communications via the relevant channels in the future.

You also have the right, in some circumstances, to do the following:

- request that we erase information we hold about you;

- receive a copy of any personal information provided to us by you and require us to provide this information to a third party;
- restrict the use of your personal data by us; and
- object to the use of your personal data by us, including where that information is used for direct marketing purposes (as discussed above).
- You can exercise any of these rights by writing to us at the address or email address provided at the start of this privacy policy.

5.6. Access to information

You have the right to request a copy of the information held about you. If you would like a copy of some or all of your personal information, please either write to Tactile Robotics Ltd., 302-135 Innovation Dr., Winnipeg, MB, Canada R3T 6A8 or info@denteach.ca. Any access request will be free of charge in general (although there are certain circumstances where we can charge a reasonable fee).

We want to make sure that your personal information is accurate and up to date. You may ask us to correct personal information that is inaccurate.

5.7. Other sites and third parties

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and third-party vendors. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites. Please note that, while we do process financial information in relation to our program, orders for hardware or payments for Software are dealt with by third-party vendors. Where third-party vendors deal with your order, you are subject to their privacy policies, website terms of use and/or terms and conditions for the sale of goods and services at all times when visiting and transacting through their website. Tactile Robotics is not a party to your agreement with any third-party vendor and does not accept any responsibility or liability for such policies, terms, conditions or agreement or loss and/or damage caused by such policies, terms, conditions or agreement.

The payments for software orders placed through the site are redirected and processed by PayPal (a third party). You are subject to PayPal's User Agreement for Service and privacy policy at all times during payment transactions. PayPal's privacy policy can be found at:

<https://www.paypal.com/en/webapps/mpp/ua/privacy-full> TR does not accept any responsibility or liability for PayPal's User Agreement for Service or any PayPal policy or loss and/or damage caused by such agreement or policies.

5.8. Your right to complain

Should you have a complaint regarding our use of your personal data, then please contact us the first instance so that we have the opportunity to deal with your concerns.

5.9. Changes to our Policy

We keep our Privacy Policy under regular review, and we will place any updates on this web page (<https://www.denteach.ca/publications/PrepScanner-Privacy-Policy.pdf>). Please check back frequently to see any updates or changes to our Policy. Tr has the right to apply changes to this Policy with or without notifying you.

5.10. If your computer is connected to the Internet, the DenTeach™ Software may, without additional notice, check for updates that are available for automatic download and installation to your computer

and let TR know the DenTeach™ Software is successfully installed. Auto updating may not be the default setting if you obtain this Software for use with a device with a TR-authorized embedded optical module. In addition, the DenTeach™ Software may automatically transmit information to TR's services regarding Software and hardware configuration and settings and problem/fault code data, and any other information described in TR's Privacy Policy. TR may use the information collected for support purposes, to improve TR products and services, and for any other purposes set out in TR's Privacy Policy. Please consult the FAQ page for information about changing default updates and support settings.

6. DISCLAIMER OF WARRANTIES

6.1. To the maximum extent permitted by applicable law, the DenTeach™ Software is provided "as is," with all faults and without warranty of any kind. You expressly acknowledge and agree that, to the extent permitted by applicable law, your use of the DenTeach™ Software is at your sole risk and that the entire risk as to the satisfactory quality, performance, accuracy and effort is with you. Tr and its licensors hereby disclaim all warranties and conditions with respect to the DenTeach™ Software, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third-party rights. Tr does not warrant against interference with your enjoyment of the DenTeach™ Software, that the functions contained in the DenTeach™ Software will meet your requirements, that the operation of the DenTeach™ Software will be uninterrupted or error-free, or that defects in the DenTeach™ Software will be corrected. No tr dealer, agent, or employee is authorized to make any modification, extension, or addition to this disclaimer of warranty.

6.2. The DenTeach™ Software and associated hardware are not intended for any use where failure or fault of the DenTeach™ Software or hardware could directly or indirectly cause risk or damage to life or property. Any such use is entirely at the user's discretion and risk. Any such user will be solely responsible for (and tr disclaims) any and all loss, liability, or damages resulting from such use.

6.3. Some jurisdictions do not allow exclusions of implied warranties or limitations on applicable statutory rights of consumers, so if you are a consumer, the above exclusions and limitations may not apply to you.

7. LIMITATION OF LIABILITY

To the extent not prohibited by applicable law, in no event will tr or its licensors are liable for any costs of procurement of substitute products or services, lost profits, loss of information or data, or any other special, indirect, consequential, or incidental damages arising in any way out of the sale, license or use of, or inability to use any tr product or service, however, caused, regardless of the theory of liability (contract, tort or otherwise), even if tr has been advised of the possibility of such damages. In no case will tr's and its licensors' total liability exceed the actual money paid for the tr product or service, giving rise to the liability. The foregoing limitations will apply even if the above-stated remedy fails its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The above limitations will not apply in case of personal injury where and to the extent that applicable law requires such liability.

8. Export Law Assurances

You agree that you will not export or re-export the DenTeach™ Software in violation of any applicable laws or regulations, including without limitation those of Canada or the United States of America and/or the laws or regulation of the jurisdiction(s) in which the DenTeach™ Software was obtained.

9. Termination

This agreement is effective until terminated. Your rights under this agreement will terminate automatically without notice from us if you fail to comply with any terms of this agreement. Upon the termination of this agreement, you must cease all use of the DenTeach™ Software and destroy all copies, full or partial, of the DenTeach™ Software.

10. Controlling Law and Severability

This agreement will be governed by and construed in accordance with the laws of Canada and the Province of Manitoba, without regard to or application of its choice of law rules or principles. This agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties and the remainder of this agreement will continue in full force and effect.

11. Complete Agreement; Governing Language

This agreement, and the terms contained in web links listed in this agreement, are the entire agreement between you and us with respect to the use of the DenTeach™ Software and supersedes all prior or contemporaneous understandings, communications or agreements, written or oral, regarding such subject matter, except any additional or different terms or conditions in a separate written agreement, if any, between you or your organization and TR, or a TR-authorized reseller, specifically referring to this agreement. No amendment to or modification of this agreement will be binding unless in writing and signed by TR. The failure of TR to enforce any rights under this agreement will not be deemed a waiver of any rights. Any translation of this agreement is done for local requirements, and in the event of a dispute between the English and any non-English version, the English version of this agreement will govern.

12. Third-Party Software

Portions of the DenTeach™ Software include third-party software. Acknowledgments, licensing terms and disclaimers for such material are available upon request, and their respective terms govern your use of such material.