# BEAMREADERS USER AGREEMENT

This User Agreement ("Agreement") constitutes a binding contract for services between you ("User") and BeamReaders, Inc., a Washington corporation ("BeamReaders"), whereby BeamReaders and its contracted health care providers will perform certain professional and technical services as described in the Agreement.

1.  **Dental Professionals.** User understands and agrees that access to the BeamReaders technical and professional services (the "Services") is only available to dental professionals. Usage of the BeamReaders technology by patients is specifically prohibited and is in violation of this Agreement.

2.  **Software Platform.** BeamReaders is a software platform that permits the management and transmission of patient images and reports, as well as the arrangement of interpretive services. BeamReaders is not a licensed healthcare or dental provider and does not provide healthcare or dental services. BeamReaders allows users to access its Services in one of two capacities: (i) either as a user who is linked to a practice that has entered into the Practice Terms and Conditions ("Practice Account"); or (ii) for individuals who are not associated with a Practice Account, limited view only access.

3.  **Practice Access**. If User creates a Practice Account or if User's professional practice has already created a Practice Account, then User's account will be linked to the Practice Account. Once linked, User will have access to the full suite of BeamReaders' services. The terms and conditions of this Agreement, except for Section 4, shall continue to apply to User even once associated with a Practice Account.

4.  **Limited User Access.** *This paragraph only applies to those users not linked to a Practice Account.* User accounts not linked to a Practice Account are permitted limited access to view information shared by dental professionals. BeamReaders is not maintaining any radiographic films, image volumes and related patient records on User's behalf and does not act as User's business associate as that term is defined by the Health Insurance Portability and Accountability Act of 1996. User shall have view only access only to those images shared by a third party Practice Account user. If User requires additional access or use of BeamReaders' full suite of services User must execute the Practice Terms and Conditions and create a Practice Account.

5.  **Confidentiality.** User understands that information accessed through BeamReaders is confidential. User agrees not to access, use or disclose any information maintained or transmitted via BeamReaders for any purpose other than patient treatment, payment or healthcare operations purposes in a manner consistent with applicable law. User will protect the username and password used to access BeamReaders and agrees to utilize such access to BeamReaders only for the purposes and in a manner consistent with the terms of this Agreement. User agrees not to share the user name and password with any person or entity, including with co-workers and colleagues. If

there is an access error, or if User otherwise obtains access to the medical or dental record or protected health information of any patient that User is not authorized to access, User agrees to immediately notify BeamReaders and to immediately discontinue access and/or review of all such medical record(s).

6.    **Privilege.**    User acknowledges access to BeamReaders is a privilege granted by BeamReaders, and that this access privilege may be terminated at any time.

7.    **Usage and Ownership of BeamReaders' Technology.**

   a.   Except for the right to access the web portal for purposes of obtaining access to the Services as described herein, this Agreement does not confer a right in, or ownership of or interest in BeamReaders' intellectual property which includes the web portal and any related software applications or other technology that may be related to the business processes or technical services provided by BeamReaders as part of this Agreement (hereafter the "BeamReaders' Technology"). User agrees that the BeamReaders' Technology and all related parts of it, and all right, title and interest in any aspect of it and all edits, improvements, additions, modifications, and derivative works prepared from or relating to it, are and will remain the exclusive property of BeamReaders. User shall not translate, reverse engineer, reverse compile or decompile, disassemble, or otherwise attempt to discover the source code of the BeamReaders' Technology.

   b.   When using the Services, User agrees not to: (a) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (b) use racially, ethnically, or otherwise offensive language; (c) discuss or incite illegal activity; (d) use abusive, threatening, violent, explicit or obscene language or solicit/post sexually explicit images (actual or simulated); (e) post or transmit any content or communications that exploit children or minors or that depicts cruelty to animals; (f) post or transmit any copyrighted or trademarked materials, or materials that constitute trade secrets, or are subject to patents or other intellectual property rights, without the express permission from the owner; (g) disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation; (h) use any robot, spider, scraper or other automated means to access the Services; or (i) take any action that imposes an unreasonable or disproportionately large load on BeamReaders' infrastructure or the infrastructure of third party service providers. This list of prohibitions provides examples and is not complete or exclusive.

   c.   BeamReaders may report to law enforcement authorities, and its suppliers, any actions that may be illegal or otherwise in breach of the terms of this Agreement, and any reports it receives of such conduct. When legally required or at BeamReaders' discretion, BeamReaders will cooperate with law enforcement agencies and its suppliers in any investigation of alleged illegal activity involving the Services.

8. **Disclaimer of Warranties.**

    a. BeamReaders does not warrant the accuracy, appropriateness or timeliness of the Services or other information contained on, or accessible through the Services. BeamReaders has no liability for any errors or omissions in the Services, any medical record or other information, whether provided by BeamReaders, a patient, or third party.

    b. BEAMREADERS HEREBY DISCLAIMS AND MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICES, RELATING TO QUALITY, SUITABILITY, TRUTH, ACCURACY, COMPLETENESS OR OTHERWISE. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY OTHER INFORMATION CONTAINED OR PRESENTED THROUGH THE SERVICES IS PROVIDED TO USER ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR SECURITY. BEAMREADERS DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON USER'S COMPUTER OR MOBILE DEVICE OR THAT MAY DAMAGE USER'S COMPUTER, MOBILE DEVICE OR DATA.

**BY CHECKING "I ACCEPT" BELOW, USER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.**