# FlexPayments Terms of Service

July 15, 2026

These FlexPayments Terms of Service (as amended or otherwise modified from time to time, the "FlexPayments Terms") govern access to and use of FlexPayments (as defined below) by Flex Licensees. These FlexPayments Terms are in addition to the general Software License Agreement (the "License Agreement") and Privacy Policy (the "Privacy Policy") (as each may be amended or otherwise modified from time to time), which govern all Flex Solutions (as defined below). Collectively, these FlexPayments Terms, the License Agreement, and the Privacy Policy, and all incorporated documents, are referred to herein as the "Flex Terms". "Flex", "our", "we" and "us" refer to Flex Dental Solutions, LLC. "Flex Licensee", "Licensee", "You" and "Your" refer to the dental practice that is a Licensee of Flex (whether owned and operated by an individual or an entity), offering products and/or services using the technology platform offered by Flex (the "Flex Platform"), and/or any other services, applications and features offered or enabled by or through Flex with respect thereto, except where Flex explicitly states otherwise (all software and services offered by Flex, collectively, "Flex Solutions"). These FlexPayments Terms (as amended from time to time) are effective as of the date Licensee connects to FlexPayments and replace any previous versions of the FlexPayments Terms.

PLEASE READ THE ENTIRETY OF THESE FLEXPAYMENTS TERMS CAREFULLY.

By connecting to FlexPayments, Licensee acknowledges and agrees that the person executing the Agreement on behalf of Licensee has read and agrees that Licensee will be bound by these FlexPayments Terms, the License Agreement (and all incorporated documents), the Processor Terms (as defined and detailed below), and all applicable laws, rules and regulations, including the Operating Regulations (as defined in Section 4.3 below). Licensee further acknowledges that it has read Flex's Privacy Policy. If Licensee does not wish to comply with any of the Flex Terms, it should not access or use FlexPayments. Flex may amend or otherwise modify all or a portion of the FlexPayments Terms from time to time. The revised FlexPayments Terms will be available on the Flex website. If Flex makes any material modifications to the FlexPayments Terms, it will update the date above and provide notice of such material modifications on FlexPayments to Licensee. You are responsible for periodically reviewing the FlexPayments Terms posted on the Flex website. Amendments and modifications to the FlexPayments Terms will be deemed effective within five (5) days after being posted online, unless otherwise noted. Licensee's continued use of FlexPayments following such effective date constitutes its acceptance of the modified

terms (except to the extent that other notice or consent is required by applicable law). If Licensee does not agree with the modified terms, Licensee should discontinue any access to or use of FlexPayments immediately.

1. General; Priority of Terms

1.1 General

FlexPayments enables Licensees located in the United States to receive payments from their patients (herein, a "Patient") for dental services provided by Licensee (each, a "Transaction") via the use of the POS Products (as defined below). A "Transaction" is a Payment Method transaction request initiated via FlexPayments through which Processor (as defined below) is directed to capture funds for or from Licensee's associated account with respect to a payment from a patient, and includes the authorization, settlement, and if applicable, Disputes, Refunds, and Reversals with respect to that Payment Method transaction request.

FlexPayments enables Licensee to accept payments from its Patients through processing services provided by Stripe Inc. and its affiliates ("Stripe"), which acts as the processor (the "Processor").

To use these services, you must accept the Processor Terms (defined below).

1.2 Flex allows the enablement and integration of Processing Services (as defined below) to Licensee's account, and other related services enabling Licensee to accept payments from its Patients, as further described in these FlexPayments Terms. Licensee hereby fully authorizes Flex to enable the Processing Services, submit Transactions, debit its Client Account (as defined below) and request changes to the setup of these services on Licensee's behalf.

1.3 The Processing Services include the acceptance and processing of Transactions, settlement of funds and other services provided by the Processor (the "Processing Services"). The Processing Services, together with the activities and services provided by Flex, constitute "FlexPayments".

1.4 The Processing Services are provided by Stripe. In order to use FlexPayments, Licensee, in addition to satisfying the other requirements detailed herein, hereby consents to and agrees to the terms of the Stripe Connected Account Agreement), which includes the Stripe Services Agreement) (such agreements, collectively, the "Processor Terms," which Processor may modify from time to time). Once Licensee has entered into the Processor Terms, Flex is the "Stripe Connect Platform" and Licensee is the "Connected Account" as defined and described in the Processor Terms. Flex is not a party to the Processor Terms and is not liable to Licensee with respect thereto. Flex,

in its sole discretion, may allocate different Processors to certain Transactions or Transaction types. Flex may also, subject to applicable law, replace the Processor. In such an event, Licensee will receive notice of the new Processor's identity and required terms, and thereafter such terms of the other Processor shall apply.

1.5 POS Products

Subject to territorial restrictions, Flex's Point of Sale (POS) terminal and related products (to the extent purchased) ("POS Products") may be available to Licensee for purchase from Flex, and allow Licensee to accept both manual entry and card-present transactions. The use of POS Products is subject to these FlexPayments Terms.

1.6 Payment Networks

FlexPayments allows Licensee to accept payment from its Patients using credit and debit cards issued under the networks of Visa, Mastercard, American Express and Discover ("Payment Networks") and other payment methods (such as ACH, Apple Pay and Google Pay). With respect to American Express only, if Licensee processes Transactions (a) aggregating greater than $1M in charge volume in a rolling 12-month period or (b) aggregating greater than $1M in charge volume in any three consecutive months, American Express may require that Licensee be converted into a direct account with American Express.

1.7 Apple Pay

Subject to territorial restrictions, Licensee may accept payments with Apple Pay. By using Apple Pay, Licensee accepts and agrees to the Apple Pay Platform Web Merchant Terms and Conditions.

1.8 Google Pay

By activating and using Google Pay, Licensee's customers may purchase goods and services using Google Pay. By using Google Pay, Licensee accepts and agrees to be bound by the Google Pay API Terms of Service, Google Payment APIs Acceptable Use Policy, and Google Privacy Notice ("Google Pay Terms") as they may be amended by Google (or its affiliates) from time to time. Licensee's continued use of Google Pay after the amended Google Pay Terms are posted constitutes Licensee's agreement to, and acceptance of, the amended Google Pay Terms. If Licensee does not agree to any changes to the Google Pay Terms, Licensee must deactivate its Google Pay account and must not continue using Google Pay.

1.9 Buy Now, Pay Later and Additional Payment Products

Subject to applicable territorial restrictions and other eligibility criteria as determined by us or the Processor, Licensee may be given the ability by Flex to make available "Buy Now, Pay Later" (“BNPL”) services and other financial products provided by third parties ("Additional Payment Products"). By using these Additional Payment Products, Licensee agrees to comply with the specific terms and conditions applicable to each product, which are provided in Stripe Buy Now Pay Later Terms and are incorporated herein by reference. Flex reserves the right to modify, replace, or discontinue any Additional Payment Products at any time, with or without notice. Licensee’s continued use of any Additional Payment Products following such modifications constitutes Licensee’s acceptance of the revised terms. It is Licensee’s responsibility to ensure compliance with all applicable laws and regulations when using these Additional Payment Products.

1.10 Surcharging

Flex may enable the ability for Licensee to impose an additional charge on a Transaction when a Patient elects to pay using a credit card, to offset a portion of Licensee’s cost of accepting that credit card (a “Surcharge”, and the feature enabling it, the “Surcharge Program”). Surcharging may not be made available in all jurisdictions. FLEX DOES NOT PROVIDE LEGAL, TAX, OR COMPLIANCE ADVICE REGARDING THE SURCHARGE PROGRAM. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER AND TO WHAT EXTENT IT MAY LAWFULLY IMPOSE A SURCHARGE IN EACH JURISDICTION IN WHICH IT OPERATES OR HAS PATIENTS, FOR MAINTAINING ITS COMPLIANCE WITH LOCAL SURCHARGING RULES AND REGULATIONS AND FOR CORRECTLY DISCLOSING AND OPERATING THE SURCHARGE PROGRAM IN COMPLIANCE WITH ALL APPLICABLE LAWS. Flex reserves the right, in its sole discretion, to condition, limit, suspend, or discontinue the Surcharge Program (or Licensee’s access to it) at any time, including with respect to specific jurisdictions, Payment Networks, or Payment Methods, with or without notice, if Flex believes that action is necessary to comply with applicable law or Operating Regulations or to mitigate risk to Flex or otherwise.

1.11 Audit

If Flex or the Processor suspects a security breach, personal data breach, or other data compromise has occurred, Flex may require that Licensee engage a third-party auditor, approved by Flex, to perform a security audit of Licensee’s systems and facilities. The auditor will produce a report, which must be provided to Flex and, at Flex's discretion, be shared with the Processor, the Payment Networks and law enforcement. All costs

and expenses associated with such an audit will be borne by Licensee. Licensee may also be subject to an audit by one of the Payment Networks or the Additional Payment Product vendors. Licensee shall allow auditors to perform audits defined by those vendors.

1.12 Security Procedures

Flex uses reasonable procedures to protect stored personal information from unauthorized access. However, we cannot guarantee these measures will always prevent unauthorized access.

1.13 Priority of Terms & Regulations

In the event of any contradiction or inconsistency between these FlexPayments Terms, the License Agreement and the Privacy Policy, these FlexPayments Terms shall prevail. In the event of a discrepancy or contradiction between these FlexPayments Terms and the Processor Terms, these FlexPayments Terms shall prevail (except in the event the inconsistency relates to payment processing or the processor account). In the event of any inconsistency between any provision of any terms and the Operating Regulations, the Operating Regulations shall prevail.

2. Registration, Client Account & Licensee Information

2.1 Registration

To use FlexPayments, Licensee must register and provide certain information ("Registration"). The information Licensee is required to provide as part of the Registration may include personal information (such as the name, birthdate and other identifying information of its owners or certain employees), physical address, phone number, tax identification details, email address, bank account details, payment card (credit or debit) information, other identification information about Licensee's business, its principals, beneficial owners, shareholders and Representative (as defined below), trade names under which it does business (DBA) and other information as requested by Flex ("Licensee Information"). Flex may further require that Licensee provide documentation supporting its Licensee Information and/or documentation regarding its business activities and business risk, such as financial statements, invoices, licenses and/or government-issued identification documents. By registering, Licensee hereby authorizes Flex to share such Licensee Information with the Processor. You further authorize Flex to take any action together with the Processor in order for Licensee to use the Processor's services, in accordance with and subject to the Flex Terms and the Processor Terms. Licensee agrees that its method of payment on file with Flex may be used in connection with any amounts Licensee may owe to Flex from time to time.

Failure to provide a valid method of payment on file with Flex may result in suspension or termination of FlexPayments.

2.2 Verification & Underwriting

After obtaining the required Licensee Information and documentation (if required), such Licensee Information and documentation, together with other information about Licensee will be used to verify and assess Licensee's eligibility to use FlexPayments. Flex will notify Licensee of its account status and will, on Licensee's behalf, instruct the Processor to establish a FlexPayments ledger account for Licensee to be used to account for and facilitate settlement of amounts as part of Licensee's use of FlexPayments (a "Client Account"). Notwithstanding the above, Flex or the Processor may, at any time and in their respective exclusive discretion, reject the attempted Registration of Licensee to use FlexPayments, or suspend or discontinue any Licensee's use of FlexPayments, for any reason, according to Flex's internal rules, risk considerations, any relevant policies, procedures or instructions. Flex may further limit Licensee's use of FlexPayments (including based on the amounts processed) and the Client Account, and require further information and documentation in order to allow the use, or continued use, of FlexPayments or the payout of any Settlement Amounts (as defined hereunder), all in accordance with Flex's internal rules, its risk considerations, any of the policies, procedures or relevant instructions, and/or under any of the terms applicable to Licensee.

2.3 Account Transfer

Unless otherwise confirmed to Licensee in writing, Licensee's FlexPayments account is non-transferable, and any change to Licensee Information shall require prior approval by the Processor before becoming effective.

LICENSEE IS HEREBY ADVISED NOT TO DELIVER GOODS OR PROVIDE SERVICES THAT IT WISHES TO CHARGE FOR USING FLEXPAYMENTS PRIOR TO THE VERIFICATION OF THE CLIENT ACCOUNT. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT IN THE EVENT THAT FLEX OR THE PROCESSOR DECIDE TO REJECT LICENSEE'S REGISTRATION, OR TERMINATE THE CLIENT ACCOUNT AND TERMINATE LICENSEE'S USE OF FLEXPAYMENTS, ANY FUNDS ALREADY DEPOSITED TO LICENSEE'S REJECTED CLIENT ACCOUNT SHALL NOT BE PAID TO LICENSEE, BUT SUCH FUNDS SHALL BE HELD BY THE PROCESSOR (AND TREATED ACCORDING TO ITS PROCEDURES) AND/OR REFUNDED TO THE RESPECTIVE PATIENTS. LICENSEE HEREBY ASSUMES ALL LIABILITY FOR ANY LOSS, COST OR DAMAGE LICENSEE MAY

INCUR DUE TO THE REJECTION OF ITS REGISTRATION, AND RELEASES FLEX AND ANY THIRD PARTY FROM ANY SUCH LIABILITY.

2.4 Registration Information

All Licensee Information and documentation Licensee provides in connection with FlexPayments as part of the Registration process or any subsequent inquiry or request, must be complete, up to date and accurate in all respects.

Licensee is solely and fully liable for the accuracy, consistency and completeness of the Licensee Information and all other information provided by Licensee (including by any authorized representative, in the case of a Licensee that is an entity) in connection with FlexPayments, including to Flex or the Processor as part of the Registration process or any subsequent inquiry or request. Licensee is further responsible for updating Flex to ensure such information remains true, complete, accurate and valid at any time. Licensee is responsible for any and all losses and/or damages directly or indirectly caused by providing incorrect, out of date, inaccurate, incomplete or partial information. Flex may request, at any time, in its sole and exclusive discretion, and Licensee is obligated to provide, copies of documents that support any information provided by Licensee (including by any authorized representative, in the case of a Licensee that is an entity) or otherwise required by Flex or the Processor, such as business invoices, financial statements or government-issued identification documents, as Flex or the Processor may deem necessary in order to allow Licensee to access or use, or to provide Licensee with any aspect of FlexPayments, including with respect to acceptance or the payout of funds to the Client Account. Flex may also require Licensee to provide additional information or documentation in order to ensure Licensee's compliance with these FlexPayments Terms, the Processor Terms, Operating Regulations, applicable laws and regulations and any terms applicable to the Client Account, in which case Licensee must promptly provide such required information or documentation.

Note: If Licensee's Registration process is not completed within the required period of time, if Licensee does not provide Flex with requested information or documentation, or if Flex or the Processor are not able to verify Licensee's information or documentation within the required time limits as presented by Flex (and which may be changed from time to time), Licensee's ability to accept payments from its Patients utilizing FlexPayments may be suspended and/or blocked, these FlexPayments Terms may be terminated, and Licensee's Transaction amounts made prior to such time may be returned to Licensee's Patients. Flex may send Licensee a notice prior to such actions. However, regardless of whether such notice is provided, Licensee is responsible for its compliance with these requirements.

2.5 Collection & Provision of Information

The collection, use and storage of Licensee Information is subject to the provisions of Flex's Privacy Policy. Licensee acknowledges and agrees that Flex collects data about Licensee directly from Licensee or from other legitimate sources, and Licensee acknowledges, authorizes and directs Flex to share information provided by Licensee, including personal information, and provide instructions on Licensee's behalf, as may be received from Licensee from time to time, or as otherwise provided herein or required under applicable law, to the Processors and third parties (such as Processor's banks, other payment method providers with which Licensee wishes to accept payments, and the Payment Networks) in connection with the operation or management of FlexPayments. Those legitimate sources and third parties may include entities that assist Flex with its analysis of Licensee. Licensee further authorizes Flex to review any information related to Licensee's Transactions made through the Flex Platform with any other payment provider and/or third party. Following the share of information, all shared data shall be subject to the applicable Processors' or other third parties' privacy policies and terms and conditions. Flex shall bear no liability for any action, or lack of action, by the Processors or applicable third parties in respect to any data shared pursuant to Licensee's direction and instructions.

2.6 Sharing Information with Third Parties

Flex and the Processor may, as applicable, provide to each other, to another Processor, to competent authorities, to applicable banks, to the Payment Networks and other payment methods providers (such as entities that facilitate ACH payments, Apple Pay, and Google Pay), information related to Transactions conducted through the use of FlexPayments, information regarding the Client Account, the Licensee Information or any other information and documentation provided during Licensee's Registration or otherwise, and any other information held by Flex or the Processor. In addition to the foregoing, Flex may share Licensee's information with third parties according to the provisions of Flex's Privacy Policy.

3. Licensee Bank Account

3.1 Licensee's Bank Account

As part of the Registration process and in order to receive payouts from Processor, Licensee must provide details of an active bank account under Licensee's control and ownership and under Licensee's business name (or in the case where Licensee is the beneficial owner of multiple businesses, each business name), that shall be the account to which all Transaction amounts shall be settled (the "Licensee Bank Account") less any fees or other offsetting amounts, as set forth in these FlexPayments Terms. The

Licensee Bank Account may be subject to the Processor's approval. THE LICENSEE BANK ACCOUNT MUST BE A CHECKING ACCOUNT, not a savings account. Licensee represents and warrants that the Licensee Bank Account is registered under Licensee's name as described herein. Licensee is solely responsible for the accuracy of the Licensee Bank Account details that Licensee provides to Flex. Provision of inaccurate banking information may delay payments to Licensee. Once approved by the Processor, the Licensee Bank Account will be used for Licensee's payouts and settlement of payments. If Flex and Processor are not able to offset any fees, chargebacks, Refunds (as defined below), fines or penalties, or other amounts due, against funds pending settlement as reflected in the Client Account, Licensee authorizes Flex or Processor, as the case may be, to initiate a debit or charge to the Licensee Bank Account to cover any such amounts due and outstanding. Licensee shall retain a sufficient balance to cover its obligations in this paragraph as long as it is using FlexPayments and thereafter until all of Licensee's obligations to Flex or Processor have been paid in full. Licensee will not modify or change the Licensee Bank Account except as expressly allowed and in accordance with these FlexPayments Terms, and Licensee will not, directly or indirectly, block, prevent or otherwise preclude Flex from debiting the Licensee Bank Account. Licensee agrees that Flex shall not be liable for any loss, costs, or fees incurred by Licensee for any debits to the Licensee Bank Account.

3.2 Changes to Licensee Bank Account

If Licensee notifies Flex that it wishes to make changes to the Licensee Bank Account on file, that change may be subject to the Processor's approval, and may not be effective in connection with Transactions conducted prior to the processing of such a change. Unless Flex agrees in writing, changing the Licensee Bank Account does not revoke Flex's authorization to debit any previous Licensee Bank Account for amounts Licensee owes under these FlexPayments Terms.

3.3 Active Bank Account

Licensee must ensure that the Licensee Bank Account remains active, in good standing and fully capable of being used in connection with FlexPayments, for as long as the Transactions conducted by Licensee are subject to cancellation or reversal (and as otherwise specified or required by the Payment Network(s) and/or Processor). Licensee may close the Licensee Bank Account only after satisfying Licensee's obligations under these FlexPayments Terms, including those referenced in Section 8.2. If Licensee closes or makes changes to the Licensee Bank Account, Licensee shall immediately provide Flex and Processor with such information as either party may request to establish the new account as the Licensee Bank Account referred to herein.

4. Licensee Obligations, Representations & Warranties

4.1 Licensee Obligations

In addition to all other obligations under the Flex Terms and Processor Terms, Licensee will at all times:

(i) fully comply with all provisions and requirements of the Flex Terms and the Processor Terms;

(ii) publish Licensee's refund and cancellation policies to its Patients in terms that are designed to be clear to the reader;

(iii) provide true, complete, accurate and valid information as requested by Flex in connection with FlexPayments, including with respect to Registration, and provide updates to Flex to ensure such information (including all Licensee Information) remains true, current, complete, accurate and valid;

(iv) without derogating from Section 4.1(ii) above, promptly notify Flex in writing no more than three (3) days after any of the following occur: (A) Licensee becomes the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, or similar action; (B) there is a materially adverse change in Licensee's financial condition; (C) there is a planned or anticipated liquidation or substantial change in the basic nature of Licensee's business; (D) Licensee transfers or sells 25% or more of its total assets, or there is any change in the control or ownership of Licensee's business or parent entity; or (E) Licensee receives a judgment, writ or warrant of attachment or execution, lien or levy against 25% or more of Licensee's total assets;

(v) comply with all applicable laws, rules and requirements, including but not limited to those defined by Flex, the Processors, the Payment Networks, anti-money laundering laws, U.S. Export Administration Regulations (15 C.F.R., Chapter VII), the sanctions programs of the U.S. Office of Foreign Assets Control ("OFAC"), and any other competent authority;

(vi) not offer or sell any products, or provide any information, content or material that is prohibited by law, fraudulent, deceptive, exploitative, or harmful, seen as high risk by any of the Payment Networks, or is otherwise prohibited under these FlexPayments Terms, Flex's policies and/or the Processor Terms including, but not limited to, any illegal products or services, such as the sale of illegal drugs or certain businesses that promote violent behavior, marijuana products, pseudo-pharmaceuticals or nutraceuticals that are not safe or make harmful claims, adult content or services, debt relief, certain financial products and services,

gambling, government services, identity theft protection services, products and services that infringe on intellectual property rights, certain legal services and any other restricted product described at this following link: https://stripe.com/legal/restricted-businesses; and

(vii) promptly, and in any event within no later than seven (7) days or as otherwise requested by Flex, provide Flex with any information and documents that may be required in relation to the full performance of the obligations under these FlexPayments Terms and the Processor Terms, including with respect to any audit by Flex, the Processor or a Payment Network, to enable the verification of Licensee's compliance.

4.2 Licensee Representations and Warranties

Licensee hereby represents and warrants that: (a) Licensee holds appropriate licenses and consents, and is authorized to conduct business, in the jurisdictions in which it operates; (b) Licensee's business is located in the United States; (c) Licensee will use FlexPayments only for Licensee's business and not for the benefit of any third party; (d) Licensee will use FlexPayments for commercial purposes only, and not for any personal, family, or household purposes; (e) the person agreeing to these FlexPayments Terms is an authorized representative of Licensee with the full power and authority to agree to these FlexPayments Terms on behalf of Licensee, and to bind it to these FlexPayments Terms and other Flex Terms ("Representative"); (f) all the Licensee Information provided, including with respect to Licensee, its beneficial owners and principals, is complete and accurate; and (g) Licensee will not use FlexPayments for any fraudulent or illegal purposes or in breach of these FlexPayments Terms including those set forth in Section 4.1(vi). These representations and warranties shall remain true, valid and effective throughout Licensee's use of FlexPayments. Licensee agrees to update Flex immediately upon any change to the accuracy of the above representations and warranties.

4.3 Compliance with Payment Networks Rules

Licensee must comply with the rules, by-laws, operating regulations, terms and conditions, guidelines, policies and procedures of any card association, Payment Networks, or other payment methods enabled through FlexPayments, such as ACH (as governed by the Nacha Operating Rules), Apple Pay and, Google Pay, used to process any Transaction, or applicable to any payment method used to make any Transaction through FlexPayments, as any or all of the foregoing may be amended and in effect from time to time (collectively, the "Operating Regulations"). Depending on the payment methods that Licensee accepts in connection with the FlexPayments services, Licensee

may be subject to different Operating Regulations. The Operating Regulations are publicly available for Licensee to review and may change from time to time. Flex may be required to update these Terms to reflect changes to the Operating Regulations. Among other things, the Operating Regulations generally require that Licensee submits only bona fide Transactions. In addition to the foregoing, (i) Licensee shall act in accordance with the Operating Regulations and Flex's instructions with respect to use of the Payment Networks marks on Licensee's website; (ii) Licensee acknowledges that each Payment Network is the sole and exclusive owner of its marks, and Licensee agrees not to contest the ownership of those marks for any reason; and (iii) Licensee acknowledges that each Payment Network has the right to enforce any provision of its rules and to prohibit Licensee or Flex from engaging in any conduct that Payment Network deems could injure or create a risk of injury to it, including injury to its reputation, or that could adversely affect the integrity of the interchange system, the Payment Network's confidential information, or both. It is Licensee's responsibility to read and be aware of the Payment Network's rules.

5. Responsibilities & Obligations with Respect to Licensee Activity, Taxes, Add of Funds, Transactions, Products & Patients; Enforcement

5.1 Responsibility for Patients & Transactions

Licensee agrees that it is the merchant of record and assumes all merchant responsibilities, including those under the Operating Regulations with respect to each Transaction. Licensee shall be solely responsible and liable for any and all Transactions between Licensee and its Patients, and for all liabilities arising from the offering by Licensee of dental services, including, but not limited to, all applicable legal and regulatory obligations (e.g., required licenses). Licensee shall have sole, exclusive and full responsibility in regard to the relationship with its Patients. Licensee shall provide its Patients with proper ways to contact Licensee and have the sole responsibility of handling Patient complaints, resolving any Patient support issues (including with respect to issues arising from the processing of payments received from such Patients), and shall indemnify Flex against any responsibilities with respect to Licensee's Patients or its dental services. It is Licensee's responsibility to ensure the correctness and legitimacy of its Transactions, and to research and contact its Patients prior to completing any suspicious Transactions.

5.2 Responsibility for Licensee's Services

Licensee has the sole, exclusive and full responsibility for all services it performs. Licensee agrees to ensure the compliance of its services with applicable laws and Operating Regulations, including proper and accurate disclosure and description of

those services, Transactions, prices, amounts charged and currencies. Licensee specifically agrees to (a) provide its Patients with disclosures as required by applicable law, and to not engage in unfair, deceptive or abusive acts or practices (UDAAP); (b) comply with applicable laws and Operating Regulations with respect to its Transactions and recurring Transactions, including (i) implementing necessary disclosures and obtaining Patient consent prior to the recurring Transaction, as well as providing disclosure and method for canceling the recurring Transactions, (ii) not imposing any fee or surcharge on a Patient if prohibited by applicable laws or the Operating Regulations in connection with the acceptance of a payment and (iii) not exceeding any chargeback thresholds; (c) submit Transactions only for bona fide sales by Licensee that arise from the sale of Licensee's services, and that accurately describe Licensee's services delivered to the Patient; (d) deliver quality services to its Patients; (e) provide a proper and accurate receipt describing the Transactions to the Patients that includes all information required under the Payment Network rules and applicable law; (f) comply with the Payment Card Industry Data Security Standard ("PCI DSS"), the Payment Application Data Security Standard ("PA DSS"), and any successor standards or requirements, as applicable and (g) if Licensee has elected to participate in the Surcharge Program: (1) apply a Surcharge only to Transactions funded by a credit card, and never to any Transaction funded by a debit card, prepaid card, or a card linked to a health savings account or flexible spending account, or any other Payment Method for which imposing a surcharge is prohibited by the Operating Regulations or applicable law; (2) ensure that the Surcharge for a given Transaction does not exceed the lesser of (A) the maximum amount or percentage then permitted under the applicable Operating Regulations, and (B) Licensee's actual cost of accepting the relevant credit card for that Transaction, and in no event impose a Surcharge in an amount or manner that exceeds any lower limit imposed by applicable law; (3) not impose a Surcharge at all in any jurisdiction where doing so is prohibited or restricted by applicable law; (4) provide all disclosures required by applicable law and the Operating Regulations, including without limitation clear and conspicuous notice at the point of entry to Licensee's practice (where applicable), at the point of sale prior to completion of the Transaction, and as a separate line item on the Patient's receipt; and (5) not describe or label the Surcharge in any manner inconsistent with applicable law or the Operating Regulations, including not mischaracterizing a Surcharge as a "convenience fee" unless the requirements applicable to convenience fees under applicable law and the Operating Regulations are independently satisfied. Flex disclaims all responsibility or liability in connection with any of the foregoing.

Licensee also agrees not to: (i) allow any third party to access its Client Account, except as allowed in the Flex Terms, or to conduct Transactions; (ii) create derivative works

from the Client Account; (iii) copy, frame, or mirror any part of the content of the FlexPayments services, except for internal business purposes; (iv) reverse engineer, disassemble, decompile, or otherwise attempt to reveal the source code or trade secrets of any of the FlexPayments services; or (v) access the FlexPayments services for the purpose of developing a competing product or service.

5.3 Taxes

Licensee is responsible for determining what, if any, taxes apply to the sale of the goods and services provided by Licensee and/or the payments received in connection with Licensee's services ("Taxes"). It is solely Licensee's responsibility to assess, collect, report, or remit the correct Taxes to the proper tax authority, whether in Patient jurisdictions, Licensee's jurisdiction or elsewhere. Flex is not obligated to, nor will it, determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority, arising from any Transaction. Notwithstanding the foregoing, Licensee agrees that Flex may complete and file tax or related reports with tax authorities regarding Transactions in those jurisdictions where Flex deems such reporting required. Licensee hereby agrees to indemnify and hold Flex harmless from and against any and all liability related to Taxes and filings made by Flex in respect thereof.

Licensee agrees to receive federal and state tax statements, including Forms 1099, in an electronic format and agrees and acknowledges that paper tax statements will not be provided unless Licensee withdraws its consent, as described below. The electronic tax statements covered include all applicable tax forms.

The consent for electronic delivery of tax statements will remain effective until actively withdrawn by Licensee. Once a statement is available, Flex will notify Licensee, either through Licensee's account or via email to the email address Licensee has on file with Flex, and provide instructions for access and download (no additional software or hardware is required except a web browser on a device that can use the internet). The statements will remain available for accessing and downloading until October 15 of the year following the year in which the payment was made (or the first business day thereafter), as required by the Internal Revenue Services (IRS). To withdraw consent for e-delivery, Licensee must send an email to Flex prior to the posting or delivery of the electronic version. The withdrawal will take effect the following business day from the day Flex sends you an email confirming the receipt of the withdrawal notice.

For any additional questions or to change its contact information, Licensee can contact Flex Customer Service.

5.4 Data Security

(i) Licensee is responsible for the security of data in Licensee's possession or control.

(ii) Licensee will comply at all times with all applicable laws and rules in connection with the collection, security, and dissemination of any personal, financial, card, or Transaction information, including of Licensee's Patients (collectively, "Transaction Data") and will restrict access to such Transaction Data by creating and following appropriate physical, technical and administrative controls and policies. Licensee shall store such Transaction Data in a controlled environment.

(iii) As part of Licensee's compliance responsibilities, Licensee shall only use PCI-DSS compliant service providers in connection with the storage or transmission of the Licensee's Patient's card information, and must not store CVV2 data at any time. Upon request, Licensee shall provide Flex with relevant documentation evidencing compliance with PCI-DSS and/or PA-DSS.

(iv) Licensee agrees to destroy all Transaction Data when it is no longer needed for business or legal purposes, in such a way that the Transaction Data cannot be reconstructed by any means.

5.5 Responsibility for Charges, Fines & Losses

As between Licensee and Flex, Licensee is responsible and liable for all charges, including fees, chargebacks, Refunds, fines or penalties arising in connection with Licensee's use of FlexPayments, including any negative balance reflected in its Client Account. Flex may collect such funds by instructing the Processor to deduct or set-off such funds from payment processing proceeds pending settlement as reflected in the Client Account or any other account Licensee has with Flex, in accordance with Section 8.2 below.

Licensee further agrees that (a) Licensee shall be solely liable for any losses incurred by Flex or the Processor as a result of any unauthorized, fraudulent, illegal, improper or erroneous use of FlexPayments, including any use made in breach of these FlexPayments Terms by any of Licensee's Patients, Licensee, or any of Licensee's employees, agents, representatives or contractors, and (b) Flex shall have no liability or obligation whatsoever in connection with any act or omission not performed or controlled by Flex. Flex shall not be liable for any act, failure to act or omission of the Processor, any bank or the Payment Networks. Without derogating from any other right, Flex may collect such losses described in this Section 5.5 in accordance with Section 8.2.

5.6 Funds Owed to Flex or Processor by Licensee

To cover any negative balance that Licensee accumulates or to make a required Refund, Flex or the Processor will either delay settlement of payment processing proceeds to Licensee until Licensee has accumulated sufficient payment processing proceeds (as reflected in the Client Account) to cover the negative balance or Licensee's payment method with Flex will be debited in an amount not to exceed the amount of the negative balance or anticipated Refund(s). Any amounts charged that are not necessary to cover the negative balance (e.g., because additional payment processing proceeds can be used as an offset) will be refunded to or otherwise delivered to Licensee. Licensee hereby agrees to provide Flex with any documentation, including bank details, card information, and identification documents required in order to process and ensure the legality of any Transaction.

5.7 Enforcement

Without limiting any other right Flex may have under these FlexPayments Terms or under laws or regulations, in the event of (i) suspected or actual fraud; (ii) Licensee's breach or suspected breach of any of the terms or of Licensee's warranties, representations or obligations under these FlexPayments Terms, the Flex Terms, Processor Terms, Operating Regulations or applicable law; or (iii) due to Flex's risk considerations with respect to Licensee's FlexPayments account, Flex shall have the right, either directly or by providing instructions to the Processor and with no liability to Licensee, to (i) suspend or cancel any Transaction; (ii) block or suspend Licensee's use of FlexPayments; (iii) instruct the Processor to withhold any amounts that may be otherwise payable to Licensee; (iv) instruct the Processor to return any amount to Licensee's Patients; or (v) share any information related to any such activity with any relevant Processor, financial institution, regulatory authority, or law enforcement agency, consistent with Flex's legal obligations. This may include information about Licensee, Licensee's FlexPayments Account, Licensee's Patients and Transactions made through Licensee's use of the FlexPayments services.

6. Processing, Service Fee & Settlement

6.1 Processing

To enable FlexPayments to process Transactions for Licensee, Licensee authorizes Flex to direct the Processor, its banks and other payment method providers that Licensee uses to receive and settle any payment processing proceeds owed to Licensee through FlexPayments. Licensee may not grant or assign any interest in payment processing proceeds to any third party until such time as the payment processing proceeds are deposited into the Licensee Bank Account.

6.2 Service Fees

Licensee's use of FlexPayments is subject to Licensee's payment of the fees and charges as set forth in the addendum Licensee agreed to for its license to FlexPayments (the "Service Fees"), which may be amended or otherwise modified from time to time in accordance with Section 11 below, all Service Fees are non-refundable. The Service Fees shall be offset from amounts pending settlement as reflected in the Client Account or otherwise in accordance with Section 8.2 below.

6.3 Settlement Amount

All Transaction amounts less applicable Service Fees shall be allocated to the Client Account and held by the Processor and its banking partners in pooled accounts. Licensee shall not be entitled to any interest in such amounts or to any right to withdraw them. Subject to the other provisions herein, any positive ledger balance in the Client Account shall be reduced by all Cancellation Costs (as defined below) and any other amount owed by Licensee to Flex or the Processor, including for processing fees, chargebacks and chargeback fees, credits, returns, refunds, fines or assessments imposed by Payment Networks, charges associated with compliance cases, insufficient fund fees, penalties, loss allocations or otherwise deducted pursuant to these FlexPayments Terms. The net amount (the "Settlement Amount") shall be transferred to the Licensee Bank Account by the Processor upon such amounts becoming available for settlement, and in accordance with the settlement schedule published on the Payment Dashboard (as defined below). If the settlement date is a holiday or a day on which the relevant banks are not operating, the settlement shall be made on the next subsequent business day on which they are open for business. Settlement Amounts will be paid to Licensee only if its Client Account is active and in full compliance with these FlexPayments Terms and the Processor Terms. Licensee assumes all responsibility and shall have no claims towards Flex in the event of any losses and damages that Licensee or any third party may incur due to any non-settlement or erroneous settlement of the Settlement Amount, due to Licensee's incompliance with the above terms or for providing incorrect Bank Account information. If Licensee leaves any payment processing funds pending settlement dormant as reflected in its Client Account and Licensee does not give Flex instructions where to send them, Flex and Processor will act according to any applicable instructions or applicable laws or regulations with respect to abandoned property.

6.4 Withholding & Change of Settlement Schedule

Flex reserves the right to instruct Processor to enforce a holding period prior to the settlement of the Settlement Amounts, change the settlement schedule at any time,

including due to the following reasons: (i) excessive or expected excessive Transaction Cancellations (as defined below) of any kind as determined by Flex or the Processor in its respective sole discretion; (ii) in the event that Flex suspects or becomes aware of suspicious or fraudulent activity; or (iii) where Flex or the Processor is required by law or court order. Flex will notify Licensee once it exercises its right to withhold the Settlement Amounts. The Processor, its banks or other financial institutions may also require a holding period before the settlement of the Settlement Amounts to the Licensee Bank Account. Flex is not responsible for any delay of Licensee's Settlement Amounts in accordance with these FlexPayments Terms or ordered by any third party.

6.5 Payment Dashboard

Licensee can verify its balances and Settlement Amounts payable to them through FlexPayments management dashboard, as available on the Flex Platform ("Payment Dashboard"). Payment Dashboard information regarding payment processing proceeds merely reflects amounts processed and collected from Patients by Processor on Licensee's behalf. This information does not constitute a deposit or other obligation of Flex or Processor to Licensee and is provided for reporting and informational purposes only. Licensee is not entitled to, and has no ownership or other rights in the balance displayed, until applicable funds are paid out to Licensee in accordance with these FlexPayments Terms. Licensee is not entitled to any interest or other compensation associated with such payment processing proceeds pending settlement. Flex disclaims all liability and responsibility for the accuracy and/or availability of Payment Dashboard information. Unless otherwise required by applicable law, Licensee shall be solely responsible for ensuring the accuracy of the amounts reflected in the Payment Dashboard and the Settlement Amounts received. In the event of any discrepancy between the Payment Dashboard and the Transactions, Licensee shall immediately notify Flex, which shall then work together with the Processor to investigate the matter and exercise commercially reasonable efforts to resolve any discrepancy. Licensee will promptly provide such information and assistance to Flex as Flex may request in connection with any such investigation. Flex shall not be responsible for any act or omission of the Processor, any of its service providers or any financial institution, with respect to the Settlement Amounts.

6.6 Transaction Record

Licensee is solely responsible for maintaining its Transactions records and other data associated with the Client Account in accordance with applicable law.

6.7 Disputing Settlements

All Disputes (as defined below) regarding Settlement Amounts must be filed by Licensee with Flex in writing, within 90 days following the date of settlement. No Disputes or complaints by Licensee shall be accepted after 90 days, and following such period, the settlement of the relevant Transaction shall become irrevocable, irreversible and final.

7. Transaction Cancellation

7.1 Responsibility

Licensee shall be fully responsible for the Transactions, including in relation to any cancellation or cancellation request of a Transaction, including due to a Dispute, Refund of a Transaction or the reversal or return of a Transaction conducted, facilitated or initiated by Flex, Payment Networks, other payment method providers, Processors or acquiring banks (a “Reversal”) (each a “Transaction Cancellation”). Flex is not responsible or liable to Licensee for any Transaction Cancellation and Licensee shall be liable to Flex for the Transaction Cancellation amount and all related costs, fines, Service Fees, penalties and expenses (“Cancellation Costs”) associated with a Transaction Cancellation. Flex shall have the right to deduct Transaction Cancellation amounts and Cancellation Costs from any Settlement Amounts payable to Licensee and in accordance with Section 8.2 below. If Flex is not able to deduct the amounts or otherwise collect such amounts in accordance with Section 8.2, Flex shall pay the Transaction Cancellation amount and Cancellation Costs immediately upon Flex’s first notice. All Transaction Cancellations must be done through FlexPayments, and may require the payment of certain Service Fees.

7.2 Disputes

In most cases, Licensee may challenge Disputes or Transaction Cancellation orders initiated by a Patient (including chargebacks) through FlexPayments, by providing information and documentation according to the relevant Operating Regulations which may require timely responses. A "Dispute" is an instruction a patient initiates to reverse or invalidate a processed Transaction, such as a chargeback. In addition, the Processor may elect to contest certain chargebacks assessed to the Client Account. Flex may provide Licensee with assistance, including certain tools to help contest Licensee’s chargebacks. Licensee acknowledges and agrees that Flex will not have any liability with respect to the provision of such services. Licensee further agrees that the information and documentation provided may be shared with Licensee’s Patient, its payment providers and other relevant financial institutes. Failure to provide such information and documentation in a timely manner may not allow Licensee to dispute the canceled transaction, resulting in a permanent loss of the amount charged back.

Payment Networks or other payment method providers may either accept or deny Licensee's challenge. Flex will offset the Dispute amount from Settlement Amounts as reflected in the Client Account upon a Dispute, including in accordance with its rights under Section 8.2 below, and will credit Licensee's account if the Dispute is resolved in Licensee's favor by the applicable issuing bank or other payment method provider. Licensee acknowledges and agrees that Flex is not a party to the Dispute process.

7.3 Refunds

Licensee shall bear all costs and expenses associated with or resulting from any Refund (including any Service Fees incurred due to the original Transaction, which shall not be refunded). For the purpose hereof, "Refund" means a Transaction Cancellation, which is initiated by Licensee (whether in response to a Patient request or otherwise) and results in the reimbursement of the Patient for all or some of the amounts paid in such Transaction. A Refund of a Transaction shall be subject to the existence of sufficient balance reflected in the Client Account, such that it is possible to offset the refunded amount from the Settlement Amounts. Flex and the Processor shall have the right to withhold funds pending settlement and/or deduct the associated Refund amount from the Settlement Amounts, as required to process and pay Refunds. Flex may further decline any Refund when Flex believes that such an order increases the risk of a negative balance, or will otherwise risk Licensee's ability to meet its liabilities under these FlexPayments Terms. Where a Transaction subject to a Surcharge is refunded in whole or in part, the Surcharge amount refunded to the Patient shall be calculated proportionally to the amount of the underlying Transaction refunded, consistent with the Operating Regulations.

8. Reserve; Collection of Debt; Set-Off

8.1 Reserve Amount

Licensee authorizes Flex to instruct the Processor to establish and maintain (by itself or by its financial institution vendors) a reserve amount (the "Reserve") as determined by Flex or the Processor from time to time, to cover any amount that may become due from Licensee to Flex or the Processor, including any expenses or losses, which may result from existing or expected Transaction Cancellations, Patient complaints, the nature of Licensee's business, and Licensee's activity through FlexPayments. The Reserve may be funded through one or more of the following methods: (i) allocating payment processing proceeds pending settlement (as reflected in the Client Account) or debiting the Licensee Bank Account, or (ii) withholding amounts that would otherwise be payable to Licensee, including Settlement Amounts, to maintain the Reserve at a level deemed necessary by Flex or the Processor. The specific amount required for the

Reserve shall be determined at Flex or the Processor's sole discretion and may include holding a certain percentage or the full amount of funds received from Transactions for a specified period.

Flex may change the terms associated with the Reserve at any time and for any reason. Those changes may be based on factors including Licensee's payment processing history, Transaction volume or risk considerations. The Reserve may be maintained after Licensee's termination of FlexPayments until the reasons for its establishment have been satisfied.

8.2 Collection of Debt; Set-Off

Licensee agrees to pay immediately on demand all amounts due or owed to Flex under these FlexPayments Terms, the Flex Terms, the Processor Terms or otherwise pursuant to any Operating Regulations and/or any applicable law. Flex may collect or set-off any amount due to Flex from Licensee, either itself or through a third party acting on its behalf (e.g., a collection agency), including any cost, expense or fee (including attorney and collection agency fees) associated with such collection, by: (a) instructing the Processor to deduct such amounts from the Client Account balance or from the Reserve and to remit such deducted amounts to Flex; or (b) debiting any of Licensee's payment method(s) on file with Flex (including the Licensee Bank Account, any past Licensee Bank Account(s) Licensee previously provided to Flex, or any other credit or debit card or any other payment method held by Flex) for this or any other purpose (e.g., for registering for FlexPayments, or any subscription for any Flex Solution. Licensee authorizes Flex to initiate any debit or credit entries to the Licensee Bank Account for this purpose. In the event there are insufficient funds available in the Licensee Bank Account to pay any amounts due or owed to Flex, Licensee acknowledges that Licensee may be charged additional fees and further authorizes Flex to initiate any debit or credit entries to other bank accounts held by Licensee to which Flex has been provided access. Unless Flex otherwise agrees in writing, this authorization will remain in effect until Licensee's payment and other obligations under these FlexPayments Terms have been fully satisfied. Licensee represents and warrants that it owns and has authority over the Licensee Bank Account(s) and other payment methods described in this section, including the authority to grant debit and credit authorizations under this section, and that no third party is required to consent to or otherwise authorize or approve Licensee's exercise of authority with respect to such account(s), including the grant of such authorizations. Licensee may revoke or amend this authorization by providing Flex with written notice, which notice shall be effective after Flex has received and had a reasonable time to confirm its receipt in writing and act upon it (which shall be at least five (5) business days).

8.3 Security Interest

By using FlexPayments, Licensee hereby grants Flex or Stripe a lien and security interest in all funds processed through FlexPayments and in any Reserve. This security interest secures Licensee's obligations under these FlexPayments Terms, including but not limited to, the payment of any amounts Licensee owes to Flex.

To ensure the enforceability of this security interest, Licensee agrees to take all actions necessary to create, perfect, and enforce this security interest. This includes, but is not limited to, executing, and delivering any documents or other agreements requested by Flex or Stripe, paying any applicable fees, and authorizing Flex or Stripe to file any financing statements or other notices in a public registry, as required by applicable law. Licensee further agrees to cooperate with Flex or Stripe in taking any additional steps necessary to maintain the priority and enforceability of this security interest.

9. Limitation of Liability; Disclaimer of Warranties; Indemnification

NEITHER FLEX NOR THE PROCESSOR (NOR ANY OTHER PARTY PROVIDING ANY PORTION OF FLEXPAYMENTS) SHALL BE RESPONSIBLE FOR ANY FAULTS, DELAYS OR INTERRUPTIONS IN FLEXPAYMENTS THAT ARE A RESULT OF ANY FAILURE OR DELAY OF THE FLEX WEBSITE, THE PROCESSOR WEBSITE, A BANK, FORCE MAJEURE EVENTS, RESTRICTIONS IMPOSED BY THE GOVERNMENT OR TELECOMMUNICATIONS SERVICE OPERATORS, OR ANY MISUSE OF FLEXPAYMENTS BY LICENSEES. THE FOREGOING IS IN ADDITION TO THE LIMITATION OF LIABILITY AS SET FORTH IN THE LICENSE AGREEMENT.

IF ANY GUARANTEE, CONDITION, WARRANTY OR TERM IS IMPLIED OR IMPOSED BY ANY APPLICABLE LAW AND CANNOT BE EXCLUDED (A NON-EXCLUDABLE PROVISION), AND FLEX IS ABLE TO LIMIT LICENSEE'S REMEDY FOR A BREACH OF THE NON-EXCLUDABLE PROVISION, THEN FLEX'S LIABILITY FOR BREACH OF THE NON-EXCLUDABLE PROVISION IS LIMITED EXCLUSIVELY (SO FAR AS APPLICABLE LAWS DO NOT PROHIBIT) TO THE SUPPLYING OF SERVICES AGAIN, OR THE PAYMENT OF THE SERVICE FEES.

FLEXPAYMENTS IS PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND. FLEX AND ITS AGENTS, AFFILIATES AND SERVICE PROVIDERS HEREBY DISCLAIM ALL OTHER TERMS, CONDITIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO OR ARISING OUT OF THESE FLEXPAYMENTS TERMS, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

For the purposes of this Section 9, the expression ‘force majeure event’ shall refer to events beyond the reasonable control of Flex, as described in the License Agreement.

Indemnification

Licensee will indemnify, defend and hold harmless Flex, its affiliates, and each of their respective sureties, officers, directors, agents, employees, parents and subsidiaries (each, a “Flex Party”), from and against any and all liability, damages, costs or expenses, including reasonable legal fees and expenses, for any third-party claim or demand, including any action brought, or fine, fee or penalty imposed, by any regulatory authority (each, a “Claim”) arising out of or related to: (i) Licensee’s breach of any representation, warranty, covenant or obligation under these FlexPayments Terms; (ii) negligence, fraud or willful misconduct on the part of Licensee or any of its officers, directors, employees, representatives or service providers, or any of their respective officers, directors and employees; (iii) any actions taken by Flex or its service providers in accordance with or in good faith reliance upon information or instructions provided by Licensee or any of its agents or representatives; (iv) any claim by a Patient, or any obligation owed to any Patient or other third party by Licensee, or any third party retained by Licensee; (v) any actual or alleged infringement, misappropriation, or other violation of any rights, including any privacy or intellectual property rights, of any third party by Licensee; or (vi) any Surcharge imposed by Licensee, including any Claim alleging that a Surcharge was unlawful, improperly disclosed, miscalculated, or otherwise noncompliant with applicable law or the Operating Regulations. Licensee shall not compromise or settle a Claim against any Flex Party without the Flex Party’s prior written consent.

10. Term & Termination

10.1 Term

The effect of these FlexPayments Terms, as they may be amended from time to time, shall commence on the date Licensee first accesses or uses FlexPayments, and shall continue to be in effect for as long as Licensee uses FlexPayments, remains subscribed for the Flex software platform pursuant to the License Agreement or until termination according to the provisions of these FlexPayments Terms.

10.2 Termination

Licensee may terminate these FlexPayments Terms at any time by notifying Flex and closing its Client Account. Without derogating from any other right Flex has, including the right to cancel or suspend Licensee’s use of FlexPayments as set forth above, Flex may terminate these FlexPayments Terms and discontinue Licensee’s use of

FlexPayments at any time, for any reason, effective upon providing Licensee notice of such termination.

10.3 Effects of Termination

Upon termination: (i) Licensee shall immediately cease its use of FlexPayments; (ii) Flex reserves the right to withhold or instruct Processor to withhold any amount payable to Licensee until it believes that the risk of Disputes or other risks with respect to Licensee's Transactions are removed; (iii) Flex reserves the right (but has no obligation) to delete all of Licensee's Transaction information and account data stored on its servers; and (iv) Flex will not be liable to Licensee for compensation, reimbursement or damages in connection with Licensee's use of FlexPayments, or any termination or suspension of such use or deletion of Licensee's information. The termination of these FlexPayments Terms, for any reason, shall not release Licensee from any of Licensee's debts or payment obligations to Flex under these FlexPayments Terms. The provisions of all sections that are relevant to such post-termination period, including the provisions of Section 8 and Section 9, together with any terms that by their nature are intended to survive such termination, shall survive such termination, including, without limitations, Sections 9 and 12-17, and Flex may offset amounts in the Client Account, as may be required to enforce such obligations.

11. Changes & Updates

Flex may change, suspend or terminate FlexPayments (or any features thereof, or prices applicable thereto), and/or change any of the Flex Terms upon reasonable prior notice, at any time and in any manner. Flex may pass through any price increases that it receives from any of its vendors that support FlexPayments. It is Licensee's responsibility to review these FlexPayments Terms periodically. Unless otherwise required by law, Flex will post a notice of the last date of update on this page. If any such changes involve the payment of additional Service Fees, Flex will provide a notice of such change. If Licensee does not agree to such change, Licensee should discontinue the use of FlexPayments.

12. Dispute Resolution, Binding Arbitration & Waiver of Jury Right

12.1 Informal Dispute Resolution

Flex wishes to resolve any disputes with Licensee amicably. Licensee and Flex agree to use commercially reasonable efforts to resolve, promptly and in good faith, any controversy, claim or dispute between Licensee and Flex arising from or in connection with FlexPayments or these FlexPayments Terms. In connection with the foregoing, Licensee agrees to contact Flex and seek to resolve its concerns informally. If Flex has

not resolved the issue within 30 days after receiving Licensee's email dispute or in such other timeframe provided to Licensee by Flex, either Licensee or Flex may initiate a proceeding in accordance with Section 12.2.

12.2 Arbitration Provisions

YOU AGREE TO ARBITRATE DISPUTES UNDER THE FLEX TERMS.

12.3 Waiver of Jury Trial

To the fullest extent permitted by law, Licensee and Flex knowingly, voluntarily, and intentionally waive any right to a trial by jury in any action or proceeding arising out of or related to these FlexPayments Terms or the transactions contemplated hereby.

12.4 NO CLASS ACTIONS

Licensee may only resolve disputes with Flex on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are expressly not allowed.

13. Governing Law

These FlexPayments Terms and FlexPayments will be governed by Georgia law, except for its conflicts of law principles and except for any security interest created under these FlexPayments Terms, which shall be governed by and interpreted in accordance with the laws of the country, state, province, territory, or jurisdiction where the security interest is registered.

14. Assignment

Subject to compliance with all applicable Operating Regulations, Flex may assign its rights and/or obligations hereunder and/or transfer ownership rights and title in FlexPayments to a third party without Licensee's consent. Upon such assignment, Flex shall provide Licensee with notice of such assignment. Licensee may not assign its right to utilize FlexPayments or any rights or obligations hereunder without prior written consent of Flex (any such assignment without prior consent shall be void).

15. Notices

All notices provided by Flex hereunder or in connection with Your Registration or use of FlexPayments, shall be provided according to the provisions of the Flex Terms.

16. No Waiver

No waiver of any breach or default of any of the Flex Terms shall be deemed a waiver of any preceding or subsequent breach or default.

17. Construction

The headings, captions, headers, footers and version numbers contained in these FlexPayments Terms are inserted for convenience only and shall not affect the meaning or interpretation of these FlexPayments Terms. The singular includes the plural, and the plural includes the singular. All references to “herein,” “hereunder,” “hereinabove,” or like words shall refer to these FlexPayments Terms as a whole and not to any particular section, sub-section, or clause contained in these FlexPayments Terms. The terms “include” and “including” are not limiting. Reference to any other terms, agreement or other document includes any permitted modifications, supplements, amendments and replacements. If any provision of these FlexPayments Terms is found to be wholly or partially unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these FlexPayments Terms shall otherwise remain in full force and effect and enforceable.