

END USER SOFTWARE LICENSE AND TERMS OF SERVICE AGREEMENT

THIS TERMS OF SERVICE AGREEMENT IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU ("YOU," "YOUR" OR "YOURSELF") AND ABRM, LLC ("OUR," "US," "WE" OR "ABRM"), WHICH GOVERNS YOUR USE OF OUR MOBILE APPLICATIONS, WEBSITES AND ALL INTERNET-BASED SERVICE TOGETHER WITH ALL INFORMATION, CONTENT, PRODUCTS, MATERIALS AND SERVICES MADE AVAILABLE TO YOU THROUGH THE SAME BY US AND/OR THIRD PARTIES (COLLECTIVELY, "THE SERVICE").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICE. BY CLICKING THE "ACCEPT" BUTTON, DOWNLOADING OR USING THE ABRM MOBILE APPLICATION, (THE "MOBILE APPLICATION"), REGISTEREING FOR AN ACOUNT ON THE SERVICE, OR OTHERWISE ACCESSING THE SERVICE, OR ANY COMPONENT THEREOF, IN ANY MANNER WHATSOEVER, YOU ARE CONSENTING TO BECOME A PARTY TO THIS AGREEMENT AND AGREEING TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS HEREIN.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE "ACCEPT" BUTTON AND YOU MAY NOT USE THE ABRM MOBILE APPLICATION TO WHICH THIS AGREEMENT APPLIES.

1. SERVICE (GENERAL).

1.1 The Service shall include, without limitation (i) the ABRM Mobile Application, together with various other ABRM-powered mobile applications and certain third-party integrated mobile device software applications, and including any software code, scripts, interfaces, graphics, displays, text, documentation and other components; (ii) any updates, modifications or enhancements to the items listed in subsection (i); and (iii) any of the Internet-based, interactive information services, general and personalized content, and interactive tools provided by ABRM that may be used or accessible by means of the Mobile Application or via our websites.

1.2 The Mobile Application, is licensed, not sold, to you by ABRM. Your use of the Mobile Application must be made in strictly in accordance with this Agreement and the applicable usage rules established by any third party mobile device platform or service provider or the third party from whom you are downloading the Mobile Application (as defined in section 1.2) that relate to your Mobile Device (as defined in section 2.1) ("Usage Rules"), which are incorporated herein by reference. Certain Usage Rules are described in Section 22 of this Agreement, however, it is your responsibility to determine what Usage Rules apply to your use of the Mobile Application and Services, as they may be applicable to you depending on (i) your Mobile Device, (ii) the method by which you downloaded the Mobile Application or accessed the preloaded Mobile Application, and (iii) the third party from whom you downloaded the Mobile Application or accessed the preloaded Mobile Application.

1.3 Our websites, each of which I subject to the terms and conditions of this Agreement, include those found at <http://www.prosth365.com> and <http://www.dent365.com>, without limitation.

1.4 As part of the Service, we use a diverse range of proprietary and authorized third party information, listings, directories, text, advertisements, User Generated Content (as defined herein), photographs, designs, graphics, images, sound and video recordings, animation and other material and effects (which we collectively call the "Content") available by means of the Service FOR YOUR PERSONAL, NON-COMMERCIAL USE ONLY. Accordingly, you may view,

use, copy, and distribute the Content obtained by means of the Service for individual, noncommercial, informational purposes only and in compliance with this Agreement and all applicable laws.

1.5 You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service. You may not order or register as a user if you are under 18 years of age. You further agree that you are not otherwise prohibited from using the Service or consenting to this Agreement. If you are not able to make the representations set forth in this section, you are prohibited from accepting this Agreement and using the Service.

1.6 We recommend you retain a copy of this Agreement in either electronic or tangible format for your subsequent reference. You can access a web-based version of this Agreement by visiting <http://www.prosth365.com/tos> or <http://www.dent365.com/tos>.

1.7 This Agreement and your use of the Service is conditioned upon your agreement with the terms of our Privacy Policy. You can access a web-based version of our Privacy Policy by visiting <http://www.prosth365.com/pp> or <http://www.dent365.com/pp>.

2. MOBILE APPLICATION LICENSE GRANT AND RESTRICTIONS ON USE OF THE SERVICE.

2.1 ABRM grants You a revocable, non-exclusive, non-transferrable, limited right to install and use the Mobile Application on a single mobile telephone or device controlled by you (each a "Mobile Device"), and to access and use the Service on such Mobile Device or via our websites strictly in accordance with the terms and conditions of this Agreement.

2.2 You shall not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Mobile Application or Service; (ii) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Mobile Application or Service; (iii) violate any applicable laws, rules or regulations in connection with your access or use of the Service; (iv) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of ABRM or its affiliates, partners, suppliers or the licensors of the Service or otherwise obscure or modify the any manner in which the Service is displayed by means of the Mobile Application or our websites; (v) install, use or permit the Mobile Application to exist on more than one Mobile Device at a time or on any other mobile device or computer, other than by means of your separate downloads of the Mobile Application, each of which are subject to a separate license (this restriction however does not limit your right to reinstall the Mobile Application on the specific Mobile Device for which it was downloaded); (vi) distribute or link the Service to multiple Mobile Devices or other services; (vii) make the Service available over a network or other environment permitting access or use by multiple Mobile Devices or users at the same time; (viii) use the Service for data mining, scraping, crawling, redirecting, or compiling a collection of listings or data for any purpose (including, without limitation, for use by a listing product or listing service that is, directly or indirectly, competitive with or in any way a substitute for any services offered by ABRM) other than one authorized pursuant to this Agreement; (ix) use the Service to send automated queries or to send any unsolicited commercial e-mail; (x) use the Service to attempt to interfere with the proper functioning and display of the proper operation and usage of the Service or our websites by any other

authorized users and third parties; or (xi) use any proprietary information or interfaces of the Service or other intellectual property for any reason.

2.3 You agree that you will not use the Service for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended (except that ABRM and its affiliates and their respective employees are expressly permitted to use the Service for the internal business purposes of ABRM and its affiliates). By using the Service, you agree you will not copy, reproduce, alter, modify, create derivative works from, rent, lease, loan, sell, distribute or publicly display any of the Content (except for your own personal, non-commercial use) accessed by the Service without the prior written consent of ABRM. In addition, you will not use the Content for any unauthorized non-commercial marketing and promotional campaigns, target or mass solicitation campaigns or political campaigning. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE TO ENABLE THE TRANSMISSION OF UNSOLICITED VOICE MESSAGES, FACSIMILES OR EMAILS IS IN VIOLATION OF THIS AGREEMENT AND MAY BE IN VIOLATION OF UNITED FEDERAL AND STATE LAWS AND REGULATIONS.

2.4 Some or all of the Service may be provided by an affiliate or subsidiary of ABRM or a third party, and you may be subject to both this Agreement and the terms of service of that third party. Certain portions of the Service may utilize or include third party software that is subject to open source and third party license terms ("Third Party Software"). You acknowledge and agree that your right to use such Third Party Software as part of, or in connection with, any Mobile Application or the internet is subject to and governed by the terms and conditions of the open source or third party license applicable to such Third Party Software, including, without limitation, any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between the terms of this Agreement and the terms of such open source or third party licenses with regard to your use of the relevant Third Party Software, the terms of the open source or third party licenses shall control. In no event shall the Service or components thereof be deemed to be "open source" or "publicly available" software.

2.5 ABRM does not warrant that the Service will be compatible or interoperable with your Mobile Device or any other piece of hardware, software, equipment or device installed on or used in connection with your Mobile Device or used to otherwise access our websites. You acknowledge and agree that ABRM and its affiliates, partners, suppliers and licensors shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

2.6 You acknowledge that you are responsible for addressing any third party claims relating to your use of the Service, and agree to notify ABRM of any third party claims relating to the Service of which you become aware. Furthermore, you hereby release ABRM from any liability resulting from your use of the Service, including, without limitation, the following: (i) any product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation.

2.7 You may not use or otherwise export or re-export the Service except as authorized by United States law and the laws of the jurisdiction(s) in which any Service was obtained. You represent and warrant that You are not (i) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist sponsoring" country, or (ii) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S.

Department of Commerce Denied Person's List or Entity List. You also agree that you will not use the Service for any purposes prohibited by United States law.

2.8 You acknowledge that ABRM may from time to time issue upgraded versions of the Service, and may automatically electronically upgrade the version of the Mobile Application that you are using on your Mobile Device. You consent to such automatic upgrading on your Mobile Device, and agree that this Agreement will apply to all such upgrades.

2.9 From time to time and without prior notice to you, we may change, expand and improve the Service. We may also, at any time, cease to continue operating part or all of the Service or selectively disable certain aspects of the Service or portions of the Service accessible by the Mobile Application and/or our websites. Any modification or elimination of the Service will be done in our sole and absolute discretion and without an ongoing obligation or liability to you. Your use of the Service does not entitle you to the continued provision or availability of the Service.

3. YOUR USE OF THE SERVICE.

3.1 You acknowledge and understand that certain portions of the Service may require and utilize phone service, internet access, data access or text messaging capability. Except as otherwise noted, ABRM does not charge for the use of Service, but carrier rates for phone, internet, data and text messaging may apply and you are responsible for any such charges, as well as, internet and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the internet and to be able to access our websites.

3.2 The functional use of the Service may be dependent on the data related to your geographic location and geospatial data, and you acknowledge and agree that your failure to provide (or make accessible) that data may limit the functionality of the Service. ABRM makes no warranty with respect to the accuracy of Service provided to you in reliance on location and geospatial data provided by you, the Mobile Application or via your Mobile Device or our websites.

3.3 In providing the Service, we do not actively monitor the display, transmission and exchange of Content that is accessible by means of the Service, nor do we maintain any obligation to do so except as otherwise determined by us or required by the laws of applicable jurisdictions. However, subject to the terms of our Privacy Policy, we reserve the right to monitor the Service for purposes of determining that usage is in compliance with this Agreement and any applicable laws. In addition, we maintain an absolute and unconditional right to review and remove Content accessible by or transmitted through the Service that, in our sole discretion, we believe is in violation of the law, of this Agreement or is unacceptable to us in our sole discretion.

3.4 You may be required to register and create an account ("Account") with ABRM in order to use the Mobile Application and certain features of the Service. Information gathered through the registration process and information related to your account will be subject to this Agreement, as well as to our Privacy Policy. You represent and warrant that all information provided by you when creating an Account is true, accurate and complete and that you will maintain, at all times, true, accurate and complete information related to your Account. You are prohibited from utilizing alter-egos or other disguised identities when utilizing the Service. You will promptly update your registration to keep it accurate, current and complete. If we issue you a username and password, you may not reveal it to anyone else. You may not use anyone else's username and/or password or allow anyone else to use your username and password to access the

Service. You are responsible for maintaining the confidentiality of your Account, username and password, and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your username and/or password, your disclosure of your username and/or password, or your authorization to allow another person to access and use the Service using your username and/or password. Furthermore, you are solely and entirely responsible for any and all activities that occur under your Account including any charges incurred relating to the Service. You agree to immediately notify us of any unauthorized use of your username, password or Account or any other breach of security. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements. If you choose a username that, in our sole discretion, is obscene, indecent, abusive or which might otherwise subject us to public disparagement or scorn, we reserve the right, without prior notice to you, to automatically change your username, delete your submissions and/or posts from the Service, deny you access to the Service, or any combination of these options.

3.5 You are under no obligation to use or continue to use the Service and may temporarily or permanently cease use of the Service without notice to ABRM.

4. PRIVACY POLICY.

4.1 Certain personal information and other information provided by you in the use of the Service may be stored on your Mobile Device and/or device used to access our websites even if such information is not collected by ABRM. It is your responsibility to maintain the security of your Mobile Device or other device (i.e. home computer) from unauthorized access.

4.2 Use of any personal information or other information about you collected by ABRM through, or in connection with, the Service is subject to our Privacy Policy, which Privacy Policy is incorporated into this Agreement by this reference.

4.3 The Service is designed for adults of legal age (18 years and over) and access to content provided by advertisers or other third parties may not be suitable for children. ABRM does not knowingly collect personal information from children through the Service; for questions about our online Privacy Policy for children you can find our privacy policy located at <http://www.ABRM.com/pp>.

5. INTELLECTUAL PROPERTY NOTICE.

5.1 You acknowledge and agree that (i) the Service, and any Content, including without limitation the design, text, graphics, pictures, video, information, applications, software, music, sound, and other files contained therein or related thereto, (ii) the source and object code of the Service, (iii) the format, directories, queries, algorithms, structure and organization of the Service, and/or accessed using the Service, (iv) the ABRM company names, logos, and all related products and service names, design marks and slogans, and (v) any and all copyrights, patents, trademarks, trade secrets, publicity rights and other intellectual property rights associated therewith (collectively, the "Intellectual Property,"), are the sole property of ABRM, its wholly-owned subsidiaries, affiliates, licensors, suppliers or other third parties. Except as expressly and unambiguously provided herein, you do not possess, and ABRM does not grant to you, any express or implied rights (whether by implication, estoppel or other legal theory) in or to any Intellectual Property (or the unauthorized use of the Intellectual Property) and all such rights are retained by ABRM, its subsidiaries, parent companies, affiliates and/or any third party owner of such rights. You acknowledge and agree that you, and not ABRM or any third party

mobile device platform or service provider, shall be solely responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim or suit, or any other harm or damages resulting from your use of or access to the Service.

6. CONTENT LICENSE FROM YOU.

6.1 ABRM may, but is not obligated to, offer interactive features that allow users to, among other things, submit or post content ("User Generated Content") or links to third party content on areas of the Service accessible and viewable by other users of the Service and the public. You represent and agree that all User Generated Content or links submitted or posted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable or in poor taste, and that you have obtained all necessary rights, licenses or clearances. By submitting or posting any User Generated Content on, through or in connection with the Service, you hereby grant to ABRM a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such User Generated Content fully-paid and royalty free in all forms and formats of media now know or in the future created, including, without limitation, distributing part or all of the Service and any User Generated Content included therein. You further agree to a waiver of any "moral rights," or any similar rights to any User Generated Content under any jurisdiction. You retain any rights that you may have in your User Generated Content submitted or posted on through or in connection with the Service, subject to the limited license herein. We reserve the right not to post or publish any User Generated Content, and to delete, remove or edit any User Generated Content, at any time in its sole discretion without notice or liability. ABRM has the right, but not the obligation, to monitor any information and User Generated Content submitted or posted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that ABRM in its sole discretion deems appropriate. You acknowledge and agree that any User Generated Content provided by you shall be made public. You acknowledge that (i) you have no expectation of privacy in any User Generated Content, and (ii) no confidential, fiduciary, contractually implied or other relationship is created between you and ABRM by reason of your transmitting User Generated Content to any area of the Service.

7. THIRD PARTY PROVIDER CONTENT AND SERVICES.

7.1 Some of the listings, advertisements, promotions, recommendations, advice, information, materials, content and services to which you may access by using the Service are owned or provided by third parties (collectively "Third Party Content Provider"). It is your responsibility to monitor when you have accessed any such content or services that is not part of the Service (collectively, the "Third Party Provider Content and Service(s)") and we do not undertake any obligation to expressly notify you when you are accessing any Third Party Provider Content and Services that are not part of the Service. Third Party Provider Content and Services may include, without limitation, advertisements, other search and listing services, information and referrals, ratings services, geographic location and navigation services, businesses which allow you to bid for and/or purchase products or services, and other services of general or specific interest.

7.2 The Service may also contain hyperlinks and pointers to other sites on the Internet that are maintained by a Third Party Content Provider ("Other Sites"). If you use the hyperlinks to access these Other Sites, you will leave the Service and your browser will be re-directed to the Other Sites. The Other Sites may have their own terms of use and privacy policy and those Other Sites may have different practices and requirements than the Service. ABRM may not have

knowledge of, and is not responsible for, the content, information, services, products or advertisements presented by any Other Site which you use at your own risk. ABRM does not warrant or make any representation regarding the legality, accuracy, quality or authenticity of content, information, services or products presented by Other Sites. The hyperlinks to Other Sites do not constitute an endorsement by ABRM of any Other Site(s) or resources, or their content, information, services or products. The Service is only providing these links to you as a convenience. The terms of use and privacy policy of any Other Sites shall apply to your access and use of them. ABRM accepts no responsibility for the content or conduct of Other Sites

7.3 ABRM makes no representations whatsoever concerning (1) the information, software or other material appearing on, or accessible through, any Third Party Provider Content and Services or Other Sites (including without limitation, any advertisement for products or services), (2) the performance or operation of any Third Party Provider Content and Services or Other Sites (including, without limitation, any transactions initiated or conducted through any Third Party Provider Content and Services or Other Sites, any taxes associated therewith and any use by third parties of user credit card information), (3) any products or services advertised or sold on or through any Third Party Provider Content and Services or Other Sites (including, without limitation, the quality, safety and legality of such products or services or the sale thereof), or (4) the sellers of any products or services advertised or sold on or through any Third Party Content Provider Service or Other Sites. ABRM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with your use of Third Party Provider Content and Services or Other Sites or your reliance on any such Third Party Content Provider content, goods or services, available on or through any Third Party Provider Content and Services or Other Sites.

8. CONTENT DISCLAIMER

8.1 Use of the Service may result in search results and information listings that may commingle advertising and sponsored business listings ("Paid Advertising Content") with other business listings that are not Paid Advertising Content. Depending on the text of user-provided search terms, Paid Advertising Content will be included in a search results list intermingled with other search results. We do not undertake to identify which content, if any, is Paid Advertising Content, however, you agree and acknowledge that results may be displayed in an order or manner which gives priority to Paid Advertising Content.

8.2 We make no guarantees or endorsements, nor can we be responsible for, any information accessible using the Service or included in the Content, including the currency, content, quality, copyright compliance or legality of such information, nor are we responsible for any resulting loss or damage relating to the use of such information. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the information accessible using the Service. Where appropriate, we will endeavor to update information accessed using the Service on a timely basis, but shall not be liable for any delay or inaccuracies related to such updates.

8.3 Use of the Services may result in the provision of information that some people find objectionable, inappropriate, or offensive. We are not responsible for the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or decency of material contained in any externally linked websites or services.

8.4 ABRM makes no representation that any third party mobile device platform or service provider has endorsed the Service, and you should not rely on the availability of the Mobile

Application by means of any mobile application catalog, storefront, or other means of downloading as an endorsement of the Mobile Application, the Service or ABRM generally. In no event shall any third party mobile device platform or service provider have any obligation to you whatsoever to furnish any maintenance and support services with respect to the Mobile Application.

9. THIRD PARTY CONTENT POLICY (YOUTUBE, VIMEO, ETC.).

Please note that with regard to any content made available on or through the Service which contains or displays a third party logo (i.e. YouTube, Vimeo, etc.) or which is provided via a third party's player and is hosted on a third party's servers; ABRM does not have the ability to permanently remove all or any such content from the third party's servers. Therefore, if you have a complaint concerning any video content made available on the Service that is provided by a third party, you should contact the third party directly in accordance with copyright policies of the third party. If you believe that your work is available on the Service via a third party player in a way that constitutes copyright infringement, please: (1) contact the third party directly in accordance with its copyright policies; and (2) contact ABRM by sending us notice in accordance with Section 15, below

10. ABRM DISCLOSURES

10.1 When it comes to buying products or services when using the internet, it is recommended that you always conduct your own investigations. This includes buying any products or services offered or sold as part of, or through, the Service.

10.2 Unless we have stated otherwise, you should always assume that when products or services are made reference to on the Service, they are made because there exists a material connection between ABRM and the providers of the products and services displayed. It should be noted that this is not always the case.

10.3 ABRM will always recommend products and services based in part on a good faith belief that the supply of such products or services will help you. We have a good faith belief, because ABRM has either tried the products or services prior to making any recommendations, or we have researched the products or services based on the supplier's history. The recommendations made by ABRM about the products or services are honest opinions based on facts known to us at the time a product or service is mentioned on the Service.

10.4 We have conducted all steps possible to verify the testimonials that appear on the Service on behalf of ABRM. They are treated as average user expectations based on the information that was available at the time of publishing them. They are not exaggerations of user results which we do not entertain in any form. Enquiries have been made to confirm their authenticity at all times. If a claim sounds untrue then We regard this as such and do not publish this on the Service.

10.5 Where extracts have been displayed from third party sources or content has been generated and posted by a third party source, these are in no way indicative of any kind of verifiable result, opinion, recommendation or otherwise. You are strongly cautioned to conduct your own due diligence prior to relying on such sources.

10.6 Our aim is to be 100% honest at all times. If, however, you find something displayed on the Service, which you do not agree with, then please contact us immediately at info@ABRM.com

and we will look into it. We reserve the right to withdraw the display of any product or service that does not reach our very high levels of satisfaction without any prior notice. Honesty and integrity are important to us at all times.

11. HIPPA

11.1 Unless otherwise clearly noted, the information provided as part of the Service is not being provided by a physician or licensed professional. The foregoing notwithstanding, you understand that the Service may be used to offer you products and services made available in compliance with Sections 2053.5 and 2053.6 of California's Business and Professions Code.

11.2 You agree that your use of the Service will not violate the rights of any third person under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and that you have read and are aware of the elements of HIPPA. **The Service is not intended in any way to be used as a means of storing collecting or otherwise dealing with protected health information ("PHI").** You acknowledge that the Service and any User Generated Content you provide will be made available to the public and agree that you are aware of what PHI, if any, may be disclosed to the public. As such you warrant and represent that you will not to use the Service in any way which might lead to the disclosure of any PHI that violates HIPPA, including without limitation posting any User Generated Content which includes PHI on the Service, and agree to indemnify us, as set forth in Section 14, in the event any third party makes a HIPPA violation claim against us based on your actions, whether or not such actions are purposeful or accidental. Further, if you become aware that you have disclosed PHI via the Service in violation of HIPPA, it is your duty and obligation to both (a) make us aware of your violation; and (b) immediately take all action to disclose your violation to any parties which may need to be notified as part of your obligation under HIPPA. If we believe any of your User Generated Content violates HIPPA, you agree to take all action requested by us, including without limitation providing notification to third parties of your disclosure of their PHI.

For more information on your obligations under HIPPA please visit <https://www.hhs.gov/hipaa/>

12. WARRANTY DISCLAIMER.

12.1 Any use of the Mobile Application, the Service, reliance upon any of the Content, and any use of the Internet generally shall be at your sole risk. ABRM disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, licensure of Third Party Content Providers, reliability, or operability or availability of information or the Content accessible by use of the Service.

12.2 THE SERVICE (INCLUDING CONTENT AND INFORMATION POSTED AND ACCESSIBLE AS PART THEREOF) IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ABRM DISCLAIMS, TO THE FULLEST EXTENT PERMITTED UNDER LAW, ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE MOBILE APPLICATION, OUR WEBSITES, THE SERVICE AND ANY CONTENT. ABRM DOES NOT WARRANT THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE MOBILE APPLICATION, OUR WEBSITES, THE SERVICE, ANY CONTENT, OR THE INTERNET GENERALLY, IS FREE OF VIRUSES, ERRORS, OTHER HARMFUL COMPONENTS, OR WILL BE UNINTERRUPTED.

12.3 ABRM DISCLAIMS, TO THE FULLEST EXTENT PERMITTED UNDER LAW, ANY AND ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES FOR ANY INFORMATION, GOODS, OR SERVICES, OBTAINED THROUGH, ADVERTISED OR RECEIVED THROUGH ANY LINKS PROVIDED BY OR THROUGH THE SERVICE; OR REGARDING THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE MOBILE APPLICATION, OUR WEBSITES, THE SERVICE AND ANY CONTENT.

12.4 NO ADVICE OR INFORMATION PROVIDED BY ABRM, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL CREATE ANY WARRANTY.

12.5 NONE OF ABRM, ITS AFFILIATES, OR ANY ASSOCIATED MOBILE DEVICE PLATFORM AND SERVICE PROVIDERS, MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING (1) THE OPERATION OR PERFORMANCE OF THE MOBILE APPLICATION, SERVICE, OR ANY THIRD PARTY PROVIDER CONTENT OR SERVICES OR OTHER SITES; (2) THE NATURE, CONTENT OR ACCURACY (EITHER WHEN ACCESSED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY INFORMATION, MATERIAL, APPARATUS OR OTHER PROCESS CONTAINED ON, DISTRIBUTED THROUGH, OR LINKED, DOWNLOADED OR ACCESSED FROM THE MOBILE APPLICATION OR OUR WEBSITES (INCLUDING WITHOUT LIMITATION, THOSE ACCESSED USING THIRD PARTY PROVIDER CONTENT OR SERVICES); (3) ANY PRODUCTS OR SERVICES PURCHASED THROUGH USE OF ANY THIRD PARTY PROVIDER CONTENT OR SERVICE OR OTHER SITE, OR ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF AN ADVERTISEMENT OR OTHER INFORMATION OR MATERIAL IN CONNECTION WITH ANY MOBILE APPLICATION, WEBSITE; OR (4) THE INTERNET GENERALLY.

12.6 SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION AND THAT MAY NOT BE LIMITED BY THESE TERM, PROVIDED HOWEVER YOU AGREE AND ACKNOWLEDGE THAT TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU WAIVE ANY SUCH STATUTORY RIGHTS WITH RESPECT TO IMPLIED WARRANTIES.

12.7 NEITHER ABRM, NOR ANY OF ITS ASSOCIATED MOBILE DEVICE PLATFORM AND SERVICE PROVIDERS, WARRANTS THAT THE MOBILE APPLICATION WILL BE COMPATIBLE OR INTEROPERABLE WITH YOUR MOBILE DEVICE OR ANY OTHER PIECE OF HARDWARE, SOFTWARE, EQUIPMENT OR DEVICE INSTALLED ON OR USED IN CONNECTION WITH YOUR MOBILE DEVICE. FURTHERMORE, YOU ACKNOWLEDGE THAT COMPATIBILITY AND INTEROPERABILITY PROBLEMS CAN CAUSE THE PERFORMANCE OF YOUR MOBILE DEVICE TO DIMINISH OR FAIL COMPLETELY, AND MAY RESULT IN PERMANENT THE DAMAGE TO YOUR MOBILE DEVICE, LOSS OF THE DATA LOCATED ON YOUR MOBILE DEVICE, AND CORRUPTION OF THE SOFTWARE AND FILES LOCATED ON YOUR MOBILE DEVICE. YOU ACKNOWLEDGE AND AGREE THAT ABRM AND ITS AFFILIATES, PARTNERS, SUPPLIERS, LICENSORS, AND ASSOCIATED MOBILE DEVICE PLATFORM AND SERVICE PROVIDERS SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSSES SUFFERED RESULTING FROM OR ARISING IN CONNECTION WITH COMPATIBILITY OR INTEROPERABILITY PROBLEMS.

13. LIMITATION OF LIABILITY.

13.1 IN NO EVENT SHALL ABRM OR ANY OF ITS ASSOCIATED MOBILE DEVICE PLATFORM AND SERVICE PROVIDERS BE LIABLE TO YOUR FOR YOUR USE, MISUSE OR RELIANCE ON THE MOBILE APPLICATION, OUR WEBSITES AND THE SERVICE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA WHETHER BROUGHT IN WARRANTY, CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVEN IF ABRM OR ANY OF ITS ASSOCIATED MOBILE DEVICE PLATFORM AND SERVICE PROVIDERS ARE AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR CONNECTED WITH (1) THE USE (OR INABILITY TO USE) OR PERFORMANCE OF THE SERVICE, (2) THE CONTENT OR THE INTERNET GENERALLY, (3) RELIANCE UPON OR PERFORMANCE OF ANY CONTENT CONTAINED IN OR ACCESSED FROM ANY MOBILE APPLICATION OR ANY THIRD PARTY PROVIDER CONTENT OR SERVICES OR OTHER SITES, OR (4) ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF AN ADVERTISEMENT OR OTHER INFORMATION OR MATERIAL ACCESSED USING THE MOBILE APPLICATION,OUR WEBSITE OR THE SERVICE. NEITHER ABRM, NOR ANY OF ITS ASSOCIATED MOBILE DEVICE PLATFORM OR SERVICE PROVIDERS, ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS OR OTHER MATERIAL ACCESSIBLE FROM THE MOBILE APPLICATION. THE USER OF THE SERVICES ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICE GENERALLY.

13.2 THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, OR IF IT IS OTHERWISE DEEMED UNENFORCEABLE, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSIONS AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

13.3 SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS; IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13.4 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ABRM'S AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

14. INDEMNIFICATION.

14.1 You agree to indemnify and hold ABRM and, as applicable, our parent, subsidiaries, affiliates, partners, officers, directors, agents and employees, licensors, suppliers and Third Party Content Providers harmless from any claim or demand, including any and all losses, liabilities, claims, demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions, and liens, including reasonable attorneys' fees and costs, whether brought by third parties or otherwise, due to or arising out of: (i) your breach of any

representation, warranty, covenant or obligation set forth in this Agreement (or any other violation of your agreement with ABRM on the basis of this Agreement); (ii) your use or misuse of any location information; (iii) any information, User Generated Content or other content transmitted, submitted or provided by you through the Service, including your use of the Service to provide a link to another website or to upload content or other information using the Mobile Application or our websites and, without limitation, our exercise of our rights with respect to such information; (iv) your violation of any law, or your violation of the rights of a third party, including the infringement by you of any intellectual property, HIPPA or other right of any person or entity; and (v) your use of any User Generated or Third Party Provider Content and Services.

14.2 The foregoing indemnity obligations will survive any termination of this Agreement.

14.3 ABRM reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations under this Section. You agree not to settle any matter subject to the forgoing indemnification obligations without the express consent and approval of ABRM.

15. DIGITAL MILLENNIUM COPYRIGHT COMPLAINTS.

ABRM respects the copyright rights of others, and we ask user of Service, our advertisers and other third parties to do the same. In appropriate circumstances and at our discretion, we may remove, suspend, terminate access, or take other appropriate action against users or other third parties who infringe or repeatedly infringe the copyright rights of others. Therefore, if you reasonably believe that any Content accessed using the Mobile Application or Service contain unauthorized reproductions of your copyrighted work or otherwise infringe an exclusive copyright right, and you reasonably believe it is appropriate to notify us to take any action/and you want us to take any action, then, as required under the Digital Millennium Copyright Act (17 U.S.C. sec. 512), ("DMCA") you must promptly provide in writing the following information to our Designated Agent: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single on-line site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number and e-mail address; (v) statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vi) a statement that the information in the notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our Designated Agent for the ABRM Services (and the ABRM Websites) is as follows:

ARC Law Group
Attn: DMCA Complaints
1388 Haight St., #101
San Francisco, CA 94117
email: info@arclg.com

ANY NOTICE THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF TITLE 17, UNITED STATES CODE, SECTION 512(C)(3) WILL NOT RECEIVE A RESPONSE. NOTHING

IN THIS SECTION 15.1 IS INTENDED TO EXPAND OR SUPPLEMENT THE LEGAL RIGHTS, PROCEDURES AND REMEDIES AUTHORIZED AND GRANTED UNDER DMCA AND WE DO NOT REPRESENT ANY RELATED UNDERTAKING BY ABRM NOT OTHERWISE EXPRESSLY REQUIRED BY APPLICABLE LAW.

16. TERMINATION.

ABRM may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate your use of the Service, including without limitation this Agreement and the rights afforded to you hereunder with or without prior notice. Furthermore, if you fail to comply with any terms and conditions of this Agreement, then this Agreement and any rights afforded to you hereunder shall terminate automatically, without any notice or other action by ABRM. Upon the termination, you shall cease all use of the Service and/or uninstall the Mobile Application from your Mobile Device. ABRM reserves the right to terminate or disable all or any portion of the Service, our websites or of the Mobile Application (via update of the Mobile Application).

17. REMEDIES AVAILABLE TO US.

ABRM reserves the right to seek any and all remedies available at law or in equity in connection with your violation of this Agreement.

18. ASSIGNMENT.

You may not assign this Agreement or otherwise transfer your use the Service to any other party, in whole or in part; any attempt to do so shall be void.

19. SEVERANCE.

If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, the provision will be superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement will continue in effect and remain fully enforceable.

20. LIMITED TIME TO BRING CLAIM.

You acknowledge and agree that that it is the intent of both you and ABRM to limit the period of time a claim may be filed, even if the period is shorter than that fixed by the statute of limitations. You therefore agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action accrues, otherwise such cause of action is permanently barred.

21. MISCELLANEOUS.

21.1 You are responsible for compliance with applicable laws, regulations and ordinances related to your use of the Service. Your compliance with applicable laws is not limited to jurisdictions within the United States (including US Federal law) but also the laws, regulations and ordinances of any jurisdiction from which you access the Service.

21.2 This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws, provisions or your actual state or country of residence, and you agree to submit to personal jurisdiction in San Francisco County,

California. You agree to exclude, in its entirety, the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

21.3 Any notices required to be given under this Agreement shall be given in writing and shall be delivered to the following address:

ABRM, LLC
450 Sutter Street, suite 2439
San Francisco, CA 94108

21.4 Except as expressly stated herein, this Agreement constitutes the entire agreement between you and ABRM with respect to your use of the Service, and it supersedes and replaces all prior or contemporaneous communications, proposals, understandings or agreement, whether electronic, oral or written, between you and ABRM with respect to your use of the Service and/or the subject matter of Agreement.

21.5 Except as provided in this Section 21.5, nothing contained in this Agreement is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person. Notwithstanding the foregoing, you acknowledge and agree that each of ABRM's associated mobile device platform and service providers are third party beneficiaries to this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, such associated mobile device platform and service providers will have the right to enforce this Agreement against you in its capacity as a third party beneficiary to this Agreement.

21.6 Any waiver of any provision of this Agreement will be effective only if in writing and signed by you and ABRM. Our failure to enforce our rights and remedies available to us with respect your breach of this Agreement shall not constitute a waiver of such breach nor of any prior, concurrent, or subsequent breach of the same or any other provision of this Agreement.

21.7 To be removed from future ABRM marketing e-mail campaigns, please e-mail info@ABRM.com and <http://www.dent365.com>.

22. USAGE RULES, ADDITIONAL OBLIGATIONS/RIGHTS RELATED TO YOUR MOBILE DEVICE.

Without limitation, your use of the Service through your Mobile Application via your Mobile Device is subject to the Usage Rules established by the third party provider of your Mobile Device, which may include Palm, Inc., and the Palm® application, Google, Inc. and the Android® operating system, Research in Motion Limited and the BlackBerry® smartphone application, Apple, Inc. and the iOS operating system or any other third party provider. You are responsible for compliance with the applicable provisions of any agreement established by the provider of your Mobile Device. Further, you may not imply that any User Generated Content is any way sponsored or endorsed by any third party provider.

23. THIRD PARTY SOFTWARE NOTICES.

Portions of the Mobile Application are provided with notices and open source licenses from such communities and third parties that govern the use of those portions, and any licenses granted pursuant to this Agreement do not alter any rights and obligations you may have under such

open source licenses, however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all elements of the Service.

24. CHANGES OR MODIFICATIONS

ABRM reserves the right to add, delete, change or modify parts of this Agreement at our sole discretion and at any time without notice or liability to you. If we do this, we will post the changes on this page and will indicate the effective date of the change at the bottom of the page. It is important for you to refer to this Agreement from time to time to make sure that you are aware of any additions, revisions, or modifications that we may have made. Your continued use of the Service constitutes your acceptance of the modified Agreement.

Last updated: **August 17, 2017**