



60-DAY PILOT AGREEMENT

1. INTRODUCTION

This 60-Day Pilot Agreement ("Agreement") is between EngageDent Ai LLC, a Massachusetts limited liability company doing business as EngageDent AI ("Provider," "we," or "us"), and the dental practice that enrolls in the Pilot ("Client," "Practice," "you," or "your"). There is nothing to fill in and no signature is required. You agree to this Agreement by checking the acceptance box at checkout and completing payment; checking that box has the same legal effect as a signature, and this Agreement becomes effective as of that checkout.

This Agreement sets forth the terms and conditions under which Provider agrees to deliver, and Client agrees to receive, a 60-day pilot evaluation of Provider's AI-powered voice agent services, related software platform access, and related services (collectively, the "Services"). The Parties may be individually referred to as "Party" or collectively as the "Parties."

BY CHECKING THE ACCEPTANCE BOX AT CHECKOUT AND COMPLETING PAYMENT, THE CLIENT ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN, INCLUDING THE AUTOMATIC MONTHLY SUBSCRIPTION DESCRIBED IN SECTION 3.4. THE CLIENT FURTHER ACKNOWLEDGES THAT THEY HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PRACTICE AND BIND THE ENTITY THEY REPRESENT TO ITS TERMS.

2. PILOT SERVICES

During the Pilot Period, Provider will deploy and configure the following AI-powered services for the Practice:

2.1 Donna — Inbound Voice Agent

Donna is an AI-powered inbound voice agent that handles incoming calls to the Practice. Donna provides the following capabilities:

- Appointment booking, rescheduling, and cancellations
- General patient inquiries and information
- Call forwarding, callbacks, and message delivery to front desk staff
- Software platform access including call transcripts, caller information, and call categorization
- Callback prioritization and triage identification
- English and Spanish language handling

2.2 Kelly — Outbound Voice Agent & Patient Recall

Kelly is an AI-powered outbound voice agent and SMS platform for patient recall and reactivation. Kelly provides the following capabilities:

- Automated patient recall and reactivation campaigns
- Appointment reminder calls and follow-ups
- Treatment plan rescue outreach for unaccepted treatment plans
- Missed appointment recovery
- Treatment follow-up and patient re-engagement
- Branded caller ID for outbound calls

2.3 Pilot Usage Limits

The Pilot includes a defined allocation of AI resources to demonstrate value within the 60-day Pilot Period:

- 200 total AI voice minutes (inbound and outbound combined)
- Up to 20 patient recall outreach contacts
- Up to 10 treatment plan rescue (TPR) outreach contacts
- SMS/text messages as required to support Kelly outbound campaigns and emergency notifications to the Practice
- Patient contact lists for Kelly campaigns will be generated by Provider from the Practice's PMS data

Usage beyond these limits during the Pilot Period requires written agreement between the Parties.

3. PILOT TERMS

3.1 Pilot Period

The pilot period ("Pilot Period") begins on the date Provider completes onboarding and activates the Services for the Practice, and continues for sixty (60) calendar days.

3.2 Pilot Fee

The total fee for the 60-Day Pilot is **\$997**, paid in full at checkout before onboarding begins. Except as provided by the performance guarantee in Section 3.5, the Pilot Fee is non-refundable for Services already provided.

3.3 What's Included

The Pilot Fee covers the following for the 60-day Pilot Period:

- Full deployment and configuration of Donna and Kelly for one practice location
- Integration with the Practice's PMS
- 200 AI voice minutes (Donna inbound + Kelly outbound combined)
- Kelly Recall campaign: up to 20 patient contacts
- Kelly TPR campaign: up to 10 patient contacts
- SMS/text messaging to support Kelly campaigns and emergency Practice notifications
- A kickoff call and ongoing support throughout the Pilot Period
- A performance report at the end of the Pilot Period with results data

3.4 Automatic Continuation to a Monthly Subscription (Payment Method on File)

Authorization for recurring charges. When you pay the Pilot Fee at checkout, you authorize Provider and its payment processor to securely store your payment method (a stored credential) and to charge it on a recurring monthly basis as a merchant-initiated transaction, as described in this Section, until you cancel.

Automatic continuation at the end of the Pilot. Unless you cancel on or before the end of the sixty (60)-day Pilot Period, your Services will automatically continue as a paid, month-to-month subscription beginning the day after the Pilot Period ends, and the payment method on file will be charged each month. By default, unless you tell us otherwise before the Pilot Period ends, you will be enrolled in Treatment Plan Recovery at \$3,500 per month. Before the Pilot Period ends you may instead (a) upgrade to the Full Package at \$4,000 per month (adding outbound recall, insurance collections, and all included features); (b) downgrade to AI-Receptionist-Only (Donna) at \$597 per month; or (c) cancel. In summary, the monthly options are \$597, \$3,500 (default), and \$4,000.

Advance notice. Provider will email you a reminder of the amount and date of your first monthly charge at least seven (7) days before that charge, and a receipt after every charge.

Cancel anytime. You may cancel at any time — before the first charge or any time after — by emailing Ben at Ben@engagedent.com or by booking a meeting with Ben. If you cancel before the Pilot Period ends, you will not be charged any subscription fee. Cancellation stops all future charges; it does not refund a subscription month already provided. Cancelling is as easy as signing up.

Governing terms for the subscription. Any subscription that continues after the Pilot is month-to-month and is governed by this Agreement together with Provider's Terms &

Conditions at engagedent.com/terms-and-conditions, which are incorporated by reference. Provider may adjust subscription pricing on notice to you; because the subscription is month-to-month, you may cancel if you do not wish to continue at an adjusted price.

3.5 Performance Guarantee

Provider stands behind the Pilot. If Kelly does not bring back at least one patient to the Practice during the Pilot Period — meaning at least one previously-diagnosed or dormant patient books an appointment attributable to Kelly, as shown on the Pilot performance report — you are entitled to a refund of the Pilot Fee, less Provider's one-time onboarding and setup cost of \$360 (a refund of \$637).

To remain eligible for this guarantee, you must complete the Business Associate Agreement and the intake form provided to you by email within ninety-six (96) hours of the enrollment email. If they are not completed within that window, the performance guarantee is void (the Pilot itself continues). The Pilot Period, and therefore the guarantee window, is measured from the date the Services are activated for the Practice, as defined in Section 3.1.

4. PAYMENT

The Pilot Fee of \$997 is paid in full at checkout, before onboarding begins; onboarding will not commence until payment is received. The payment method you provide at checkout is securely stored and authorized for the recurring monthly subscription described in Section 3.4 unless you cancel.

5. ONBOARDING AND IMPLEMENTATION

5.1 Pilot Onboarding

Provider will conduct an onboarding session which includes:

- Collection of practice operations information and administrative details
- Integration setup with the Practice's Patient Management System (PMS)
- Configuration of Donna and Kelly according to the Practice's workflows
- Generation of patient contact lists for Kelly campaigns from PMS data
- Training session for practice staff
- Ongoing support and optimization assistance during the Pilot Period

5.2 Client Cooperation

Client agrees to provide timely access to the Practice's PMS, practice schedules, provider information, and any other data necessary for proper configuration of the Services. Client acknowledges that delays in providing such information may result in delays in the delivery of the Services.

6. HIPAA COMPLIANCE AND BAA

Business Associate Agreement. Prior to the commencement of Services, Client and Provider shall execute a separate Business Associate Agreement (BAA) as required under

the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The BAA is incorporated by reference into this Agreement. Provider agrees to maintain all required safeguards for Protected Health Information (PHI) in accordance with HIPAA regulations and the executed BAA.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean all information, whether written or oral, disclosed by either Party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of its disclosure. Confidential Information includes, without limitation, business plans, financial information, client lists, patient information, and trade secrets.

7.2 Obligations of Confidentiality

The Receiving Party agrees to: (a) maintain the confidentiality of Confidential Information using at least the same degree of care as it uses with its own confidential information, but in no event less than reasonable care; (b) use Confidential Information solely for the purpose of performing its obligations under this Agreement; and (c) not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.

7.3 Permitted Disclosures

A party may disclose Confidential Information to employees, agents, or subcontractors who need such information to perform under this Agreement, provided such persons are bound by confidentiality obligations at least as stringent as those herein. Disclosure is also permitted if required by law or court order, provided the affected party gives prompt written notice to the other party.

7.4 Exclusions

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was in the Receiving Party's possession prior to disclosure; (c) is rightfully received from a third party without confidentiality obligation; or (d) is independently developed without use of the Disclosing Party's information.

7.5 Duration

Confidentiality obligations survive termination or expiration of this Agreement and remain in effect for five (5) years from the date of termination or expiration.

8. INTELLECTUAL PROPERTY

8.1 Provider's Pre-Existing IP

All intellectual property rights in Provider's pre-existing materials, methodologies, software, tools, and any Work Product created in connection with the Services shall remain

the exclusive property of Provider. Client acknowledges it has no rights in Provider's IP except as expressly provided herein.

8.2 License to Client

Client is granted a limited, non-exclusive, non-transferable license to use the Services and any related Work Product solely for Client's internal business purposes during the Pilot Period.

8.3 Client Materials & IP Infringement

Client retains ownership of all materials and data provided to Provider. Provider shall indemnify and hold Client harmless from claims that the Services, as delivered, infringe third-party intellectual property rights, provided Client promptly notifies Provider of any such claim. Provider shall not be liable for infringement arising from Client-provided materials or instructions.

9. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PROVIDER DOES NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT RESULTS WILL BE ACCURATE OR COMPLETE. THE AI AGENTS ARE TOOLS TO ASSIST PRACTICE OPERATIONS AND ARE NOT A REPLACEMENT FOR HUMAN JUDGMENT IN PATIENT CARE DECISIONS. PROVIDER SHALL NOT BE LIABLE FOR DELAYS OR ISSUES RESULTING FROM THE CLIENT'S HARDWARE, SOFTWARE, INTERNET SERVICE PROVIDER, OR PATIENT MANAGEMENT SYSTEM.

10. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide all necessary information, materials, and access required for Provider to perform the Services, and acknowledge that delays may result in delays to the Services.
- Ensure all information provided is accurate, complete, and current.
- Cooperate with Provider in all matters relating to the Services, including promptly responding to inquiries and providing timely decisions.
- Designate a primary point of contact responsible for coordinating with Provider and making decisions on behalf of the Practice.
- Ensure that use of the Services complies with all applicable laws, regulations, and third-party agreements.
- Pay all fees in accordance with the payment terms in Section 4.
- Use the Services solely for the location identified in Section 1.
- Implement and maintain appropriate security measures to protect its systems and data.

11. NON-SOLICITATION

11.1 Non-Solicitation of Personnel

During the term of this Agreement and for twelve (12) months after termination or expiration, Client agrees not to directly or indirectly solicit, hire, or engage any employee or contractor of Provider with whom Client had contact in connection with this Agreement, without Provider's prior written consent. This obligation applies to any individual currently or within the six (6) months preceding termination employed or engaged by Provider.

11.2 Non-Solicitation of Provider's Clients

Client agrees that, during the term and for twelve (12) months thereafter, it will not solicit, induce, or attempt to induce any client, customer, or business partner of Provider to terminate or modify their relationship with Provider, or to enter into any business relationship with Client or any third party for services that are the same as or similar to those provided by Provider.

11.3 Injunctive Relief

Client acknowledges that a breach of this Section 11 would cause irreparable harm for which monetary damages would not be an adequate remedy. Accordingly, Provider shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

12. LIMITATION OF LIABILITY

12.1 Indirect Damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER SHALL NOT BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Total Liability Cap

THE TOTAL AGGREGATE LIABILITY OF PROVIDER TO CLIENT FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED (a) DURING THE PILOT PERIOD, THE PILOT FEE PAID BY CLIENT (\$997); AND (b) AFTER THE PILOT CONVERTS TO A PAID SUBSCRIPTION, THE TOTAL FEES PAID BY CLIENT TO PROVIDER IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 Risk Allocation

Client acknowledges that the limitations of liability in this Section 12 are a fundamental part of the basis of the bargain between the Parties, and that Provider would not enter into this Agreement or provide the Services without such limitations. These limitations apply even if any limited remedy fails of its essential purpose.

13. INDEMNIFICATION

13.1 General Indemnity

Client agrees to indemnify, defend, and hold harmless Provider, its affiliates, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (a) Client's breach of any term of this Agreement; (b) Client's use of the Services; (c) any infringement of third-party intellectual property rights arising from Client-provided materials or instructions; or (d) any violation of applicable laws by Client.

13.2 Notice, Control, and Settlement

Provider shall promptly notify Client in writing of any claim for which indemnity is sought. Client shall have the right to control the defense with counsel reasonably satisfactory to Provider. Client shall not settle any claim without Provider's prior written consent, not to be unreasonably withheld.

14. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. Nothing in this Agreement shall create any partnership, joint venture, agency, fiduciary, or employment relationship. Neither party has authority to bind the other. Each party is solely responsible for its own taxes, withholdings, and statutory obligations. This Agreement is non-exclusive; either party may enter into similar agreements with third parties. Neither party shall use the other's name, trademarks, or logos in any promotional materials without prior written consent.

15. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including acts of God, war, civil unrest, natural disaster, strikes, or interruption of utility services (each, a "Force Majeure Event"), provided the affected party gives prompt written notice and uses diligent efforts to resume performance. If a Force Majeure Event continues for more than thirty (30) days from notice, the non-affected party may terminate this Agreement by written notice without liability.

16. DISPUTE RESOLUTION

16.1 Good Faith Negotiations

In the event of any dispute arising out of or relating to this Agreement ("Dispute"), the Parties agree to first attempt in good faith to resolve such Dispute through informal discussions and negotiations for thirty (30) days from written notice of the Dispute.

16.2 Mediation

If the Dispute is not resolved through informal negotiations, the Parties agree to participate in non-binding mediation in the Commonwealth of Massachusetts before a mutually agreed mediator. Mediation costs shall be shared equally.

16.3 Arbitration

If the Dispute remains unresolved after mediation, either party may initiate binding arbitration in the Commonwealth of Massachusetts in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding. The arbitrator may award the prevailing party reimbursement of reasonable attorneys' fees and costs.

16.4 Injunctive Relief Exception

Notwithstanding the foregoing, either party may seek injunctive relief in a court of competent jurisdiction in the Commonwealth of Massachusetts without first undergoing mediation or arbitration.

17. GOVERNING LAW

THIS AGREEMENT AND ANY DISPUTES ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT GIVING EFFECT TO ANY CHOICE-OF-LAW PROVISIONS. THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS FOR ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

18. GENERAL PROVISIONS

18.1 Amendments

This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Parties. No oral agreements shall have any effect on the terms of this Agreement.

18.2 Entire Agreement

This Agreement, together with the executed Business Associate Agreement and Provider's Terms & Conditions (engagedent.com/terms-and-conditions), constitutes the entire

agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

18.3 Electronic Acceptance

This Agreement is accepted electronically by checking the acceptance box at checkout; no handwritten signature, counterpart, or separate execution is required. You agree that your electronic acceptance is valid, has the same legal effect as a signature, and that electronic records of your acceptance and payment satisfy any requirement that this Agreement be in writing or signed.

18.4 Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign to an affiliate or successor in connection with a merger, acquisition, or sale of substantially all of its assets. Any purported assignment in violation of this Section is null and void.

18.5 Severability

If any provision is held invalid, illegal, or unenforceable, such provision shall be severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

18.6 Waiver

No waiver of any provision shall be effective unless in writing and signed by the waiving party. Failure to enforce any provision does not constitute a waiver of that provision or any other provision.

18.7 No Third-Party Beneficiaries

Nothing in this Agreement confers any rights or remedies on any person or entity other than the Parties and their respective permitted successors and assigns.

18.8 Headings

The headings in this Agreement are for convenience only and shall not be used to interpret any provision.

Accepted electronically. This Agreement is accepted when the Client checks the acceptance box at checkout and completes payment; no signature is required. A dated electronic record of the Client's acceptance and payment is retained by Provider.