

RETAIN ORTHO LLC

Marketing Use Authorization Agreement

This Marketing Use Authorization Agreement (“**Agreement**”) is entered into by and between **RETAIN Ortho LLC**, a Minnesota limited liability company with its principal place of business at 1724 Lake Drive W., Chanhassen, MN 55317 (“**RETAIN**”), and the orthodontic practice or entity creating a RETAIN account and maintaining an active subscription (“**Practice**”).

1. Acceptance of Terms

By creating a RETAIN account and maintaining an active paid subscription to RETAIN’s services, Practice acknowledges and agrees to be bound by the terms of this Agreement. No separate signature is required.

2. Grant of Rights

Practice hereby grants RETAIN a non-exclusive, royalty-free, worldwide, sublicensable license to use Practice’s:

- Business name
- Trade names
- Trademarks and service marks
- Logos and brand assets

(collectively, the “**Practice Marks**”) for RETAIN’s marketing, advertising, promotional, and sales purposes.

This includes, but is not limited to:

- Website content
- Sales materials and presentations
- Case studies and testimonials (if provided)
- Digital and print advertising
- Social media and email marketing

3. Ownership of Marks

Practice retains all right, title, and interest in and to the Practice Marks. RETAIN agrees not to:

- Misrepresent Practice or its services
- Modify Practice Marks in a way that materially alters their meaning or integrity

4. Term and Termination

This Agreement shall remain in effect for as long as Practice maintains an active subscription to RETAIN.

Upon cancellation or termination of Practice's subscription for any reason:

- RETAIN shall have a period of **twelve (12) months** from the effective date of termination (the "**Wind-Down Period**") to cease use of the Practice Marks.
- During the Wind-Down Period, RETAIN may continue to use previously created marketing materials that include the Practice Marks.
- RETAIN will make commercially reasonable efforts to remove Practice Marks from active marketing channels within the Wind-Down Period.

5. No Endorsement Implied

RETAIN agrees not to state or imply that Practice endorses RETAIN beyond factual statements regarding Practice's use of RETAIN's services, unless separately agreed to in writing.

6. Indemnification

Practice represents and warrants that it has the authority to grant the rights described in this Agreement. Practice agrees to indemnify and hold harmless RETAIN from any claims arising from RETAIN's authorized use of the Practice Marks.

7. Limitation of Liability

To the fullest extent permitted by law, RETAIN shall not be liable for any indirect, incidental, or consequential damages arising out of or related to this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law principles.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes any prior or contemporaneous agreements or understandings.

10. Updates to Terms

RETAIN reserves the right to update or modify this Agreement at any time. Continued use of RETAIN's services after such updates constitutes acceptance of the revised terms.

Acknowledgment

By creating a RETAIN account and maintaining an active subscription, Practice acknowledges that it has read, understood, and agrees to be bound by this Agreement.