



## Practice Growth Fundamentals Acceptance Agreement

*This Practice Growth Fundamentals Acceptance Agreement ("Agreement") is between You ("Client") and itrac, LLC (an LLC doing business as Amplify 360) "Amplify360". Membership is only open licensed dentists, orthodontists, specialists, principals for a dental practice, or practice representatives who are authorized to enroll their practice in these services.*

### 1. Term Length, Payment Overview, and Billing Authorization:

Amplify360's Practice Growth Fundamentals Program ("Program") has an Initial Term of twelve (12) months. The Initial Term will begin upon your execution/submission of the online order form used to purchase the Program.

This Agreement and the Program will automatically and continuously renew for additional increments of three (3) months ("Renewal Terms") unless or until you or Amplify360 terminate this Agreement. Renewal Terms can be canceled by providing Amplify360 with two (2) months written notice of your intent to cancel the Agreement.

The current cost of membership in the Program is listed on the web form used to purchase the Program. By completing the web form, you authorize Amplify360 to bill the payment method you provide for the purposes described in this Agreement as well as for any other purchase you may make of supplemental Amplify360 products or services.

It is your responsibility to keep an updated payment method on file in the event that you switch or close bank accounts and/or credit card accounts. You may update your payment method on file by contacting your Client Success Manager at least five (5) business days prior to your next scheduled billing date.

Amplify360 does not assess late penalty fees for accounts that are less than four (4) weeks past due. For any accounts more than four (4) weeks past due, Amplify360 reserves the right to add a late penalty fee of ten percent (10%) per payment that is past due. If you anticipate not being able to make a payment on time, please contact your Client Success Manager as payment plans and/or arrangements may be available.

If you have any questions or concerns about your billing, please contact us to ensure a quicker resolution. In the event that Amplify360 must take action to enforce the terms of this Agreement, including but not limited to collection of past due payments or fees, regardless of whether a cause of action is filed in any court, Amplify360 shall be entitled to reimbursement from Client of all its attorney's fees and costs arising therefrom. In the event of a payment dispute, banking dispute, and/or credit card chargeback, Amplify360 reserves the right to charge Client a fee equal to fifteen percent (15%) of each disputed payment and/or chargeback in order to recover the labor and administrative costs arising from the payment dispute(s), banking disputes(s), and/or chargeback(s).

### 2. Program Overview and Benefits:

Your Program will include the growth and marketing components that are listed on the web form used to purchase the Program. Due to the rapid changes inherent with digital and internet marketing and dental practice growth, and in order to produce the best results possible, Amplify360 reserves the right to modify the Program and/or substitute components listed on the web form used to purchase the Program with items or services of equal value (as determined by Amplify360).

Certain aspects of the Program, as well as add-on products/services to the program, are designed to generate New Patient Opportunities (NPOs). NPOs are calls from prospective new patients to your practice as determined by our PracticeHQ Call Tracking (*only applicable if added to your services*), new patient appointments scheduled online as determined by our online scheduling system and/or chatbot (*only applicable if added to your services*), "Contact Us" form submissions from your website (*only applicable if added to your services*), any 3rd party tools you have requested be added onto your website that creates NPOs, and a percentage of any unanswered calls to your practice that our Call Quality Team determine were likely from prospective new patients (*only applicable if added to your services*). It is the responsibility of your practice to convert the NPOs into scheduled patients.

Paid media advertising such as Paid Search Ads, Google Ads, Facebook Ads, Instagram Ads, Over-The-Top Streaming Ads, and Out-Of-Home Ads, are available as add-ons to the Program and carry an additional charge. Amplify360 may build a variable management and optimization fee into any listed budget for paid media advertising.

### 3. Ownership of Marketing Materials:

By joining the Program, you grant Amplify360 a non-exclusive, worldwide license to use any previously produced marketing materials (such as a logo) as part of your Amplify360 services.

You will own the intellectual property rights for marketing content produced by Amplify360, including written content, photographs, videos, and graphics following the Initial Term of the Agreement. Amplify360 will make commercially reasonable efforts to transfer this material to you following the termination of this Agreement but cannot guarantee the same.

Certain aspects of the program, such as Local360 and RAVE are proprietary, software driven services. Such services / marketing components are non-transferable and only available to active members/clients of Amplify360.

You may transfer a domain name to Amplify360, or request that Amplify360 provide you with a domain name. You will retain ownership of any/all domain names, however in order to prevent any downtime to your internet presence that could be caused by a lapsed domain registration, Amplify360 shall manage the domain names within their agency accounts until the expiration of this Agreement.



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Any tracking numbers used by Amplify360 are leased and not sold. Following the termination of this Agreement, and upon request, Amplify360 will attempt to transfer these tracking numbers to your control but cannot guarantee the same.

### 4. Acceptable Use Policy:

By signing this Agreement, and in order to remain eligible to be a Amplify360 member, you agree to our Web Marketing Acceptable Use Policy ("Acceptable Use Policy") which can be found at <https://www.amplify360.com/acceptable-use-policy>. The Acceptable Use Policy is hereby incorporated into this Agreement by reference. Amplify360 reserves the right to update or modify the Acceptable Use Policy by providing you with thirty (30) days notice of any updates to the Acceptable Use Policy.

### 5. Limitation of Liability:

AMPLIFY360 AND ITS OWNERS, EMPLOYEES, AGENTS, AND THE LIKE ("AMPLIFY360 PARTIES") MAKE NO WARRANTY IN CONNECTION WITH AMPLIFY360 HARDWARE/ SOFTWARE/ SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. AMPLIFY360 PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA, OR DIRECT/ INDIRECT/ INCIDENTAL/ SPECIAL/ CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE AMPLIFY360 SERVICES. YOU AGREE THAT IN THE EVENT OF ANY DISPUTE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE THE RETURN OF FEES PAID TO AMPLIFY360 OR REDUCTION OF FEES PAYABLE TO AMPLIFY360. AMPLIFY360 OFFERS NO GUARANTEE OF PRESENT OR FUTURE PLACEMENT IN ANY SEARCH ENGINE.

### 6. Termination of Agreement:

You may terminate this Agreement by providing two (2) months written notice to Amplify360 ("Client Termination of Agreement"). If Client Termination of the Agreement occurs during the Initial Term, any/all remaining payments that would have otherwise been due/payable by you to Amplify360 during the Initial Term (or, if later, through the end of the two (2) month notice period) will immediately become due and payable to Amplify360. If Client Termination of the Agreement occurs during a Renewal Term, Client will be responsible for paying any/all payments that would have otherwise been due/payable to Amplify360 during Client's two (2) month notice period. Amplify360 will not prorate any payments due during the Initial Commitment and/or the two (2) month notice period. Amplify360 may terminate this Agreement without cause by providing Client with two (2) months written notice, or terminate the Agreement with cause by providing Client with seven (7) days written notice.

### 7. Governing Provisions of Agreement:

If any provision of this Agreement is held invalid/unenforceable for any reason, the remaining provisions will continue in full force. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither Party has the power to bind the other Party.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, WILL BE GOVERNED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. YOU IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUES OF THE COURTS OF FULTON COUNTY, GEORGIA, U.S.A. YOU AND AMPLIFY360 AGREE TO SUBMIT TO PERSONAL JURISDICTION IN FULTON COUNTY, GEORGIA, U.S.A. IN THE EVENT THAT AMPLIFY360 MUST TAKE ACTION TO ENFORCE THE TERMS OF THIS AGREEMENT, REGARDLESS OF WHETHER A CAUSE OF ACTION IS FILED IN ANY COURT, AMPLIFY360 SHALL BE ENTITLED TO REIMBURSEMENT FROM CLIENT OF ALL ITS ATTORNEY'S FEES AND COSTS.

### 8. FTC Earning Statement:

All income testimonials, projections, calculations, or estimates are NOT a guarantee that you will achieve the same or similar results. We do NOT guarantee any income, of any kind, at any time. In addition, any income claims, testimonials, estimations, calculations, or projections, either posted online or via our mailing lists, are NOT to be considered AVERAGE EARNINGS. There can be NO assurance that any prior experience, success, or results can be used as an indication of your future success or results. Statements as to specific results, earnings claimed, or otherwise, as set forth in promotional literature provided by Amplify360, are not typical, and results will vary by client. Monetary and income results are based on many factors, including but not limited to work ethic, attitude, willingness to risk, and willingness to implement our programs and systems as designed and as described. Amplify360 and our partners are NOT liable for any income not generated by our program.

*This Agreement and the Acceptable Use Policy contain the entire agreement between Amplify360 and Client ("Party/ Parties") relating to the transactions contemplated hereby, and supersedes any and all prior agreements, understandings, representations, and statements between the Parties, whether oral or written, whether by a Party or such a Party's employee or representative. The Parties are entering into this Agreement based solely on the representations/warranties herein and not based on any promises, representations, and/or warranties not found herein. No modification, amendment, or discharge of this Agreement shall be valid unless contained in a writing by Amplify360 signed by Client, or in a writing signed by both Parties.*