

TOOTHsome EMPLOYER PARTICIPATION AND SERVICES AGREEMENT

Cost Plus Wellness publication form

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Form date: September 27, 2026

Employer Effective Date: The date of the last party signature

Revision status: Replaces earlier unsigned publication forms

Status: Publication and employer-execution form. Complete the employer-specific Order Form and supplied-document list before signing.

An Employer agreement becomes effective only when this Agreement and its completed Order Form are signed by both parties.

What this Agreement provides: Toothsome provides software and nondiscretionary support for Employer's dental reimbursement plan. Employees may use any licensed dentist through Open Access and obtain agreed prices from participating Toothsome Direct practices where available. Employer funds the benefit and retains responsibility for discretionary benefit decisions and appeals, except responsibilities validly assigned to a designated fiduciary. Under the current service, employees pay their dentist and Employer reimburses approved expenses through payroll.

This Toothsome Employer Participation and Services Agreement (the **Agreement**) is entered into as of the last signature date by and between **Toothsome, Inc.**, a Delaware corporation (**Toothsome**), and the employer identified in the Order Form (**Employer**).

RECITALS

A. Employer sponsors or will establish an employer-funded dental benefit for eligible employees and dependents under the plan documents adopted by Employer.

B. Toothsome operates a dental-benefit technology and administration platform and contracts with independent dental practices that may participate in **Toothsome Direct**.

C. Employer wishes to use Toothsome for an employer-funded dental benefit that includes Toothsome Direct in the markets where it is available and Open Access (Any-Dentist Reimbursement) in every market, together with dental benefit configuration, eligibility and benefit ledgers, mechanical substantiation, reimbursement orchestration, Participant support, and reporting.

D. Employer remains Plan Sponsor, Plan Administrator, and Named Fiduciary unless its plan instrument lawfully delegates a function to another party. Toothsome does not insure benefits or make discretionary benefit determinations.

The parties agree as follows.

1. DEFINITIONS

1.1 Eligible Participant

An employee or dependent identified as eligible under Employer's plan and roster.

1.2 Any-Dentist Reimbursement

Open Access, also called Any-Dentist Reimbursement, is a plan feature included in every Order Form under which an Eligible Participant may receive care from any licensed dentist and submit eligible expenses under

Employer's plan. A dentist not participating in Toothsome Direct sets its own charges and has not agreed to Toothsome Direct prices or operating obligations. Open Access does not require a participating Toothsome Direct practice and does not guarantee clinical prices.

1.3 Toothsome Direct

Toothsome Direct means the program of independent dental practices that have affirmatively executed a participation agreement with Toothsome and agreed to the applicable contracted schedule and the participant-identification, itemization, payment, reporting, and other obligations in that agreement. To qualify for Toothsome Direct status under new or validly amended participation terms, a practice must complete bank-payout verification and agree, on card-processing terms disclosed and accepted before signing, to accept a patient's own card through Toothsome checkout for any patient-paid out-of-pocket share. The card-processing fee applies only to patient-paid card transactions actually processed through that checkout, pays for genuine processing, and is not a referral or network-access fee. This qualification does not require a patient to pay by card and does not authorize a patient surcharge. Participation is nonexclusive and each practice independently chooses whether to join. These requirements do not retroactively change an existing signed provider agreement; an existing practice transitions only by a prospective signed amendment or replacement.

Toothsome Direct Provider means an independent licensed dental practice participating in Toothsome Direct under an executed participation agreement.

1.4 Service Area and Direct Availability

The Service Area identifies where Toothsome offers the contracted services for Employer and its covered population. Toothsome Direct availability separately identifies the locations, participating practices and price-schedule versions offered. Open Access does not require a participating Toothsome Direct practice or schedule. Service availability remains subject to applicable law and the scope agreed with Employer.

1.5 Reimbursement Request

A Participant's submission of an eligible dental expense and supporting documentation for mechanical substantiation under Employer's plan. Use of the term **claim** solely where required by ERISA procedure does not characterize Toothsome as an insurer, discretionary TPA, or fiduciary.

1.6 Platform Administration Fee

The employer-paid fee described in Section 5.

1.7 Plan Decision and Appeal Contact

The person identified by Employer to receive judgment-required benefit matters and appeals for the Plan Administrator or a validly appointed delegate. Identifying a contact does not itself delegate fiduciary authority.

1.8 HRA

The employer-funded dental health reimbursement arrangement established by the Plan Document supplied with this Agreement, structured as a limited-scope dental excepted benefit. It is not the separate Excepted Benefit HRA category. Employer adopts the Plan Document and maintains its stated qualification conditions.

1.9 Platform

The dental-benefit technology platform operated by Toothsome to provide the Services described in Section 2 and selected in the Order Form.

2. TOOTH SOME SERVICES

2.1 Core Services

Subject to the Order Form and launch conditions, Toothsome will provide:

- employer onboarding and benefit configuration;
- roster and eligibility intake;
- Participant benefit-allocation and utilization ledgers;
- mechanical receipt/expense substantiation support;
- Any-Dentist Reimbursement (Open Access) workflow;
- Toothsome Direct directory and applicable contracted-price experience where available;
- provider eligibility tools and transaction records enabled for the Services selected in the Order Form;
- monthly reimbursement reporting for Employer payroll;
- Participant and provider platform support;
- standard aggregate utilization and administration reporting and the limited payroll report described in Section 7.2.

Custom integrations or services are not included unless separately scoped and priced in a signed agreement. Standard roster intake and reimbursement reports are included. Future benefit-payment services are governed by Section 2.4.

2.2 Toothsome Direct Availability

Toothsome Direct is the contracted provider layer of the program. Toothsome Direct practices and the applicable schedule are a feature of Employer's plan and are available only to Eligible Participants while they are enrolled in that plan. Toothsome will identify in the Order Form the markets and actually participating practices, applicable schedule versions and agreed activation dates; it does not guarantee statewide coverage, every specialty or geography, or association endorsement. Before representing Direct availability or activating a market, Toothsome will verify the applicable schedule, each practice's executed participation terms, bank-payout verification and patient-card acceptance setup required for Direct status. A practice that declines those prospective requirements is not represented as Direct, but eligible expenses at that practice remain subject to the plan's Open Access receipt-reimbursement process. Ending Direct status does not extinguish amounts already owed.

Under the current service, employees pay the dentist and Employer pays approved reimbursements through its own payroll as stated in §2.4. Direct dentist payments, split-tender checkout and patient-card collection are not activated by this description; they require the signed payment addendum, payment-partner readiness and start date under §2.4. If direct employer-funded HRA benefit payments to practices are activated, those benefits are paid by ACH bank transfer to a verified bank account, without a card-processing fee on the benefit. Neither card acceptance, a patient card charge nor continued Direct status may be a condition of releasing an HRA payment already owed. Open Access remains included independently of Direct availability. The requirements of §8 govern commencement of Services.

2.3 Open Access in Every Plan

Open Access is included in every plan. Participants may use any licensed dentist subject to Employer's eligibility and eligible-expense rules. A nonparticipating dentist is not bound to the Toothsome Direct schedule or workflow. Toothsome Direct is included in each market the Order Form lists as available. Activating Toothsome

Direct after commencement, whether in an existing or another market, requires a signed Order Form amendment identifying the market, schedule version, actual practice availability and start date. Adding Toothsome Direct does not remove Open Access.

2.4 Current Reimbursement Service; Future Direct Payments

Under the current service, employees pay their dentist and submit itemized provider receipts through Toothsome, including the provider-supplied procedure codes required by the Plan Document. Toothsome applies Employer's written plan rules and provides reimbursement reports. Employer pays approved reimbursements through its own payroll. Toothsome does not hold or transfer benefit funds.

Direct payment to dentists, split-tender checkout and issued-card benefit payments are not included. They may be added only through a separate payment addendum signed by both parties, identifying the activated services, applicable payment-partner terms, fees, responsibilities and start date. Roadmap or demonstration materials do not add those services. Collection of Toothsome's own Administration Fee is separate from payment of employee benefits.

3. EMPLOYER AND PLAN RESPONSIBILITIES

3.1 Plan Documents

Toothsome supplies the standard dental Plan Document, Summary Plan Description (SPD) and applicable Business Associate Agreement (BAA) identified with the completed Order Form. Employer adopts the Plan Document, executes the applicable BAA, provides required participant notices and maintains the plan's qualification conditions. The Order Form records Employer's supported benefit selections; Employer is not required to choose between different HRA legal structures.

3.2 Plan Authority

Employer is responsible for plan design, eligibility rules, funding, fiduciary authority, required notices, and discretionary benefit determinations, except to the extent validly delegated in writing.

3.3 Decision and Appeal Responsibility

Under the standard service, Employer retains plan-administration responsibility and identifies its authorized Plan Decision and Appeal Contact in the Order Form. Employer retains the responsibility described in Section 3.2 unless the adopted plan permits delegation and the specified delegate accepts that responsibility in a separate written engagement. Toothsome provides documentation and workflow support; it does not make discretionary determinations or decide appeals.

No independent fiduciary or outside TPA service is included in the standard Toothsome fee. Any such service must be a real, separately agreed engagement identifying the duties, decision-maker and payer before it is relied upon. The named contact and lawful process for providing necessary evidence must be confirmed before benefits begin; ordinary payroll access alone does not authorize access to clinical appeal records.

3.4 Eligibility Data

Employer or its TPA will provide accurate eligibility, dependent, effective-date, termination, and configuration data in the agreed format and will promptly report changes.

3.5 Funding and Payment

Employer funds plan benefits from its general assets and separately pays Toothsome fees. Participant benefit limits and reimbursement records are bookkeeping entries, not funds held by Toothsome or cash owned by a

Participant. No employee salary reduction or contribution funds this HRA. Toothsome does not insure, underwrite, guarantee, or advance plan benefits from its own assets.

4. DENTAL PROVIDER TERMS AND PRICING

4.1 Independent Practices

Toothsome Direct Providers are independent licensed practices. Toothsome does not practice dentistry, employ the practices for patient care, or direct diagnosis/treatment.

4.2 Provider Participation Agreements

Each Toothsome Direct Provider must execute a separate participation agreement authorizing the applicable prices and obligations. A dental service organization (DSO) or group may bind only practices/providers it validly owns, controls, or is authorized to represent.

4.3 Applicable Schedule

The Toothsome Direct schedule applicable to a market will be identified by version in the Order Form and delivered to participating practices through a controlled schedule exhibit in the signing workflow, which Toothsome may scope to the practice. Toothsome may disclose final contracted clinical prices through an approved provider, evaluation, or Participant workflow when that workflow is activated. The underlying pricing methodologies, benchmark data and terminology for which publication rights have not been obtained are excluded from this public Agreement.

Employer's fees are stated in Section 5 and the Order Form. Clinical fees are provider-side terms delivered through controlled signing documents and, when activated, a login-gated price lookup; they are not an additional fee paid to Toothsome by Employer.

4.4 Participant Price Transparency

Where Toothsome Direct is active, Toothsome will make an estimate based on the applicable contracted schedule available to the Participant and practice before nonemergency treatment, using the services and codes then identified by the practice. The estimate is not a guarantee of the final treatment or amount; the final contracted charge depends on the services actually delivered and their correct coding. For emergency care, price information will be provided as soon as reasonably practicable without delaying necessary treatment.

4.5 Nonexclusive Participation

Participation is nonexclusive. Joining Toothsome Direct does not give a practice or dental service organization control over Employer's relationship with Toothsome or a right to exclude other participating practices.

4.6 Directory Neutrality

Toothsome accepts no paid placement and charges providers no per-patient, per-booking, per-referral or per-enrollment fee, or percentage of clinical receipts. A practice's payment to Toothsome, processing volume or use of optional software may not purchase directory inclusion, ordering, rank, a promotional badge or prominence. Directory search and ordering use participant-centered criteria such as distance, availability, services and participant-selected filters. A factual Toothsome Direct identification reflects only a practice's verified, currently applicable participation requirements under §§1.3 and 2.2; it is not a paid placement or ranking preference. Directory listing outside the Direct designation does not require purchase of Toothsome software or provider-paid promotion. Bank-payout verification and acceptance of patient-paid cards through Toothsome checkout are qualifications for Direct status under the applicable provider agreement, not conditions of general directory

listing or of payment of an accrued HRA benefit. Patient-card processing terms are disclosed and separately accepted before signing; any card fee pays only for genuine processing of patient-paid card transactions, never access or referral, and no fee is imposed on the employer-funded HRA benefit. Merchant pricing for the same type of Toothsome-processed card transaction is applied on the same basis regardless of how the patient found the practice. Optional whole-practice acquiring and optional software, if offered, are separately contracted and not conditions of Direct status or general listing.

5. FEES

5.1 Toothsome Fee

Employer will pay Toothsome a monthly Platform Administration Fee equal to **ten percent (10%) of the HRA reimbursements approved through the Platform and reported to Employer for the billing period**. The standard fee has **no cap and no monthly minimum**. The fee is calculated net of any such reimbursement reversed and recorded on the Platform within the same billing period, including a reimbursement Employer reports as not paid; a reversal recorded after the close of a billing period does not change that period's invoice.

The fee is:

- billed to Employer as one employer-level line item;
- separate from Participant/dentist clinical charges;
- not charged to a dentist;
- not compensation for an individual benefit determination;
- payable only as approved reimbursements occur under the usage-based model.

The fee compensates administration when a reimbursement is approved and reported; it does not depend on confirmation that Employer has paid the Participant. The Administration Fee is not consideration for access to Toothsome Direct or its contracted prices and does not vary with the number of participating practices or whether a Participant uses a Toothsome Direct practice. The same administration formula applies to eligible reimbursements for participating and nonparticipating dentists. Employer remains responsible for timely benefit payment. No fee is deducted from a Participant's reimbursement or benefit limit, and no Participant pays Toothsome any enrollment, access or other fee.

Each reimbursement is identified by a unique reimbursement reference and included in the fee base only once. Re-exporting a report, carrying an unpaid amount forward, or transferring a request to runout processing does not create another charge. If a same-period reversal removed an amount from the fee base and that amount is later reapproved and reported, it may be included only to the extent the earlier fee was removed; there is no duplicate fee on the same approved amount.

Billing uses calendar months measured in UTC. Toothsome provides the standard monthly reimbursement report and bills its Administration Fee monthly in arrears. Employer must promptly report an unpaid or reversed reimbursement or a suspected invoice error to support@toothsome.io. Same-period reversals recorded on the Platform reduce that period's fee as stated above. Toothsome's recording delay alone will not deprive Employer of relief for a reversal reported within that period. A reversal first reported after the period closes does not reopen the closed period. Toothsome will correct a duplicate charge or its own billing error. Toothsome may prepare and reconcile invoices manually or through automated systems. The same fee calculation, reversal, billing-once and error-correction rules apply regardless of processing method. These standard rules are not employer-selectable billing settings.

5.2 Standard Scope and Separately Retained Services

There is no separate standard implementation fee. Custom work is excluded unless separately scoped and priced in a signed agreement. An adviser, TPA or fiduciary independently retained by Employer is contracted and paid separately by Employer; its charges are not an undisclosed Toothsome fee. Toothsome does not deduct those charges or its own Administration Fee from a Participant's reimbursement or benefit limit, or from dentist clinical reimbursement.

5.3 Payment Terms

Invoices are due thirty days after issuance.

5.4 Current Invoice Collection; Future Payment-Service Fees

For the current receipt-reimbursement/payroll service, Toothsome charges no separate Moov or payment-processing surcharge for ordinary collection of its Administration Fee. Toothsome bears its own ordinary invoice-collection costs; these do not increase the 10% Administration Fee. Fees, if any, charged independently by Employer's own bank under Employer's banking arrangements are not Toothsome charges.

Future employer-wallet, funding or direct-provider-payment services are not included in the current service. Any fees allocated to Employer for those services must be disclosed in an Employer Payment Fee Schedule identified in the separate payment addendum and accepted by Employer before activation. The schedule must identify the service, charging party, chargeable event, amount or calculation method, collection method, version and effective date. No fee is payable under an unspecified schedule or solely because this Agreement mentions future payment services.

Toothsome will not charge the same fee twice, pass through a charge prohibited by applicable law or payment-partner terms, charge Employer a provider's separate merchant-processing fee, or deduct these charges from Participant reimbursements or benefit limits. This Agreement does not itself activate future payment services or authorize any undisclosed charge.

6. REIMBURSEMENT REQUESTS, DETERMINATIONS, AND APPEALS

6.1 Mechanical Processing

Toothsome may apply nondiscretionary plan rules for eligibility, required documentation, exact expense/category rules, deadlines, duplicates, arithmetic, and available benefit amount.

6.2 Judgment-Required Cases

A matter requiring interpretation or judgment will be routed to the configured Plan Administrator or designated fiduciary. Toothsome will not make or issue that discretionary determination in its own name.

6.3 Notices and Appeals

The plan or designated fiduciary is responsible for any adverse-benefit notice and appeal decision. Toothsome may assemble supporting records and prepare factual draft notices for the authorized fiduciary. After the authorized fiduciary adopts and signs a decision, Toothsome may deliver the approved notice, track applicable response deadlines and maintain the related records.

6.4 Launch Condition

Before benefits begin, Employer must identify the responsible decision/appeal owner and any valid written delegation.

7. DATA, PRIVACY, AND SECURITY

7.1 Data Use

Toothsome will use employer/participant/provider data only to perform the Agreement, support the program, maintain records, prevent fraud/error, and produce agreed reporting.

7.2 HIPAA and BAA

If Toothsome creates, receives, maintains, or transmits PHI for the plan, the appropriate plan/employer/covered-entity counterparty and Toothsome will execute the applicable BAA before the data flow begins.

Where HIPAA plan-sponsor disclosure requirements apply, participant-level payroll reimbursement information will not be disclosed to Employer until the adopted plan includes the required plan-sponsor restrictions and Employer's certification has been received. The certification is carried by Employer's plan-adoption signature; signing a BAA alone does not provide that certification. Access is limited to named persons performing payroll-reimbursement functions, with the required restrictions on use, further disclosure and agents or subcontractors. The payroll file is limited to the Participant's name, employee identifier, email address, reimbursement number, date of service, pre-tax amount, post-tax amount and total approved amount; it does not include procedure codes, treatment descriptions or an approval-date field. These fields do not authorize reimbursement of non-qualified expenses. Other employer utilization reporting is aggregate and must not expose individual treatment information. The adopted plan and applicable BAA/DPA govern these disclosures and any more protective requirements.

7.3 Additional Data Connections

The standard service does not include a custom TPA, payroll or other third-party connection. Any separately agreed connection must identify its permitted data use, security and delivery responsibilities before data is exchanged.

7.4 Security Materials

Nonpublic security controls, architecture, data files, credentials, partner contracts, and implementation documents remain confidential and are not part of the public contribution to Cost Plus Wellness.

8. BEFORE BENEFITS BEGIN

The parties must sign this Agreement and its completed Order Form. Employer must adopt the supplied plan, furnish required participant information and identify the actual decision/appeal owner. Applicable BAAs, plan-sponsor certification, authorized data recipients and any state-specific required documents must be in place before the relevant data use. Toothsome verifies the roster, supported benefit settings, service availability and reimbursement/reporting process before commencement.

Open Access may begin without any contracted Toothsome Direct practice. Any represented Direct availability must be supported by the identified participating practices and applicable schedule. Publication on Cost Plus Wellness is not employer enrollment, plan adoption or activation of future payment services. Required internal legal/compliance review and operator acceptance of identified residual risks remain implementation responsibilities; no separate outside-counsel engagement is a condition of launch. Applicable mandatory legal and payment-partner requirements remain in force.

9. NO INSURANCE; NO GUARANTEE

Toothsome is not an insurer and does not assume plan risk. Toothsome does not guarantee savings, utilization, provider availability in every geography, clinical outcomes, or that any particular TPA/vendor will accept a file or workflow.

10. TERM AND TERMINATION

10.1 Initial Term and Renewal

The initial term is one year unless the Order Form states otherwise. The Agreement renews for successive one-year terms unless either party gives at least sixty days' written notice of nonrenewal. For a replacement agreement, commencement of any new initial term is governed by Section 12.11.

10.2 Termination for Cause

Either party may terminate for material breach if the breaching party fails to cure within thirty days after written notice. Toothsome may suspend access after ten days' written notice if an undisputed invoice remains unpaid sixty days after its due date. Suspension does not extinguish benefit or appeal rights. During suspension, Toothsome will maintain a secure channel for Employer or its designated successor to obtain necessary pending-request records and deadlines and will identify an alternative submission and processing route with Employer before disabling the existing route. Employer must arrange timely continued processing and appeals; this provision does not require indefinite unpaid full-platform service.

10.3 Termination Without Cause

Either party may terminate without cause on ninety days' written notice.

10.4 Effect of Termination

Termination or expiration of this Agreement does not by itself terminate Employer's dental benefit plan or extinguish a Participant's benefit or appeal rights. Employer remains responsible for all benefits payable under the plan, including requests for pre-termination services submitted or finally approved afterward, and will pay all undisputed outstanding Administration Fees within thirty days.

For thirty days after termination or expiration, Toothsome will continue receiving and mechanically reviewing receipts for pre-termination services and report the results to Employer. A longer submission or appeal period required by the plan or applicable law is not shortened by this Agreement. Before this processing support ends, Toothsome will provide Employer or its designated successor with a secure standard-format export of approved but unreported reimbursements, outstanding requests, submission dates and necessary records, identifying each unresolved request or appeal and its applicable deadline. Employer will arrange continued processing and appeals after that transition, notify Participants of the successor submission and appeal contacts, and pay approved amounts through its own payroll or other payment process. Runout Administration Fees are calculated under Section 5, without billing the same approved reimbursement more than once.

Each party will return or destroy the other's Confidential Information subject to legal retention duties and the applicable BAA/DPA; retained information remains protected. In the initial phase Toothsome does not hold or move benefit funds, and no unused benefit limit becomes payable as cash solely because this Agreement terminates. Any prepaid balance used in a later activated payment phase will be settled or refunded exclusively under the payment-role and settlement terms incorporated through a signed amendment. Sections intended by their nature to survive, including payment, runout and transition duties, confidentiality, retained-data protections, intellectual property, disclaimers, limitations, indemnification, dispute resolution and version control, survive.

11. CONFIDENTIALITY AND PUBLICATION

The parties acknowledge that this Agreement may be submitted to Cost Plus Wellness as a public, non-confidential contract contribution. Public submission does not include controlled schedules, PHI, security information, data files, implementation credentials, employer-specific reports, provider rosters, partner economics, or other materials marked confidential.

Employer-specific Order Forms are not public unless the parties expressly agree.

11.1 Confidential Information

Except for this published form and information expressly designated public, each party will protect the other party's nonpublic business, technical, security, pricing, personnel, and customer information using at least reasonable care and will use it only to perform this Agreement. Confidential Information excludes information independently developed without use of the other party's information, lawfully received without confidentiality duty, or publicly available through no breach. A legally compelled disclosure is permitted after reasonable advance notice where lawful.

11.2 Version Control and Supersession

Each published form displays an edition, version and form date. An executed copy is governed by the edition and version stated on its face unless the parties sign an amendment or a replacement agreement under Section 12.11; publication, revision, or retirement of a later edition or version does not amend an executed copy. New employer inquiries use the then-current Toothsome-published edition and version.

12. REPRESENTATIONS, LIABILITY, AND GENERAL TERMS

12.1 Mutual Authority

Each party represents that it has authority to enter into this Agreement and that doing so does not violate another binding obligation.

12.2 Toothsome Warranty and Disclaimer

Toothsome warrants that the Platform will perform materially in accordance with the documentation expressly applicable to the activated Services and that Toothsome will provide those Services in a professional manner. EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED AS IS; TOOTH SOME DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Toothsome does not warrant uninterrupted operation, savings, utilization, clinical outcomes, or availability of any particular dentist.

12.3 Employer Indemnification

Subject to Section 12.5, Employer will defend, indemnify, and hold harmless Toothsome and its personnel from third-party claims to the extent caused by Employer's breach, unlawful plan design or administration, inaccurate eligibility/funding data, discretionary benefit decisions, or failure to fund benefits. Employer is not responsible under this indemnity to the extent a claim is caused by Toothsome's breach, negligence or willful misconduct.

Toothsome will promptly notify Employer of a covered claim and provide reasonable cooperation. Employer controls the defense with counsel reasonably acceptable to Toothsome and may not settle a claim in a manner that admits Toothsome wrongdoing, imposes nonmonetary obligations on Toothsome, or fails to provide an unconditional release without Toothsome's written consent.

12.4 Toothsome Indemnification

Subject to Section 12.5, Toothsome will defend, indemnify, and hold harmless Employer and its personnel from third-party claims to the extent caused by Toothsome's breach, negligence or willful misconduct, or a claim that the unmodified Platform infringes a United States intellectual-property right. Toothsome is not responsible under this indemnity to the extent a claim is caused by Employer's breach, negligence or willful misconduct. Toothsome may modify or replace the affected Platform functionality or terminate it and refund prepaid fees for the unavailable period.

Employer will promptly notify Toothsome of a covered claim and provide reasonable cooperation. Toothsome controls the defense with counsel reasonably acceptable to Employer and may not settle a claim in a manner that admits Employer wrongdoing, imposes nonmonetary obligations on Employer, or fails to provide an unconditional release without Employer's written consent.

12.5 Limitation of Liability

- (a) Ordinary liability, including ordinary contractual and negligence-based indemnification under Sections 12.3 and 12.4, is subject to one aggregate cap equal to the Platform Administration Fees paid or payable for the twelve months preceding the event giving rise to liability. Defense costs, covered third-party judgments and settlements approved under the applicable indemnity count toward that cap; indemnity does not create a separate additional cap.
- (b) Except as stated in paragraph (c), neither party is liable to the other for indirect, incidental, special, exemplary, punitive or consequential damages or lost profits, revenue or data. This exclusion does not exclude amounts payable to a third party under a covered indemnity or reasonable defense costs; those amounts remain subject to the cap unless paragraph (c) applies.
- (c) Neither the cap nor the damages exclusion limits Employer's obligations to pay plan benefits or undisputed Administration Fees; either party's fraud, gross negligence or willful misconduct; obligations imposed by the applicable BAA/DPA; Toothsome's indemnity for infringement of a United States intellectual-property right by the unmodified Platform; or liability that applicable law prohibits the parties from limiting. The BAA/DPA governs any limits expressly stated in that instrument; this Agreement does not impose its ordinary cap on those obligations.
- (d) Nothing in this Agreement determines statutory fiduciary or administrator status contrary to the functions actually performed, waives a Participant's statutory rights, or excuses Toothsome's breach of its own contractual duties. Each party remains responsible for its own acts and omissions.

12.6 Intellectual Property

Toothsome retains all rights in the Platform, software, workflows, documentation, analytics methods, and improvements. Employer retains all rights in Employer-provided data. Employer grants Toothsome a limited right to process Employer data solely to provide, secure, and support the activated Services and to produce agreed reporting and de-identified aggregate reporting as permitted by law and the applicable BAA/DPA.

12.7 Governing Law and Dispute Resolution

Texas law governs without regard to conflicts principles. The parties will first attempt good-faith executive resolution. Any unresolved dispute will be decided by binding arbitration administered by the American Arbitration Association in Travis County, Texas, except either party may seek injunctive relief for misuse of Confidential Information or intellectual property.

12.8 Notices

Notices must be in writing and delivered to the legal-notice contacts in the Order Form by personal delivery, nationally recognized overnight courier, certified mail, or email with confirmation. A notice is effective on personal delivery, one business day after deposit with an overnight courier, three business days after certified mailing, or upon confirmed email delivery. Notices to Toothsome must also be sent to legal@toothsome.io.

12.9 Assignment

Neither party may assign this Agreement without the other's prior written consent, not to be unreasonably withheld, except either party may assign it in connection with a merger, reorganization, change of control, or sale of substantially all relevant assets. An assignment does not relieve accrued obligations.

12.10 Force Majeure

Neither party is liable for delay caused by events beyond reasonable control, excluding payment obligations. The affected party will provide prompt notice and use reasonable efforts to mitigate.

12.11 Entire Agreement; Order of Precedence; Amendment

This Agreement, a completed Order Form signed through this Agreement, and companion documents expressly incorporated by that Order Form are the entire agreement for the Services.

If the parties have an earlier employer-services agreement governing the same Services, this Agreement replaces that agreement only from the later of this Agreement's stated Effective Date and the date both parties sign this Agreement (the "Replacement Date"). Before the Replacement Date, the earlier agreement continues to govern. Replacement is prospective: it does not release, refund, accelerate, forfeit or duplicate accrued fees, payment obligations, claims, liabilities or remedies. Matters arising before the Replacement Date remain governed by the agreement applicable when they arose, including its limitation, dispute-resolution and survival terms. Approved or pending benefit requests, appeals, payment records and benefit balances carry forward without loss or double counting. Replacement does not itself amend or replace Employer's separately adopted Plan Document, SPD, adoption instrument or any BAA/DPA; those instruments continue under their own valid amendment or replacement procedures. No unrelated agreement or third-party payment agreement is replaced.

For a replacement agreement, the new Services obligations and any new initial term commence on the Replacement Date, unless the signed Order Form expressly provides a later Services commencement date; this does not change separately adopted plan coverage dates.

In a conflict, the applicable BAA/DPA controls privacy and PHI obligations, and incorporated payment-role/settlement terms control regulated money movement. The adopted Plan Document and applicable law govern Participant eligibility, benefits, claims and appeals; the SPD explains those plan terms. This Agreement governs the purchased Services and fees. Employer may amend its plan as permitted by the plan and applicable law, with required notices and coordinated supported configuration; a change to Toothsome's Services or fees requires both parties' written agreement. The Order Form controls a service term only where it expressly identifies the provision being varied. This is the employer-services master for the Services; a second general employer-services agreement must not be added without an express signed reconciliation of the two instruments. Amendments to this Agreement must be in writing and signed by both parties.

12.12 Severability; Waiver; Independent Contractors; Counterparts

Invalid provisions will be limited to the minimum extent necessary; the remainder remains effective. Failure to enforce is not a waiver. The parties are independent contractors and neither may bind the other. Electronic signatures and counterparts are effective as originals.

SIGNATURES

TOOTH SOME, INC.

By: _____
Name: Shouvik Ponnusamy
Title: Chief Executive Officer
Date: _____

EMPLOYER

Legal name: _____
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A — ORDER FORM

Toothsome prepares this form from Employer’s confirmed information and supported plan selections. Employer reviews it for accuracy before signing. Technical setup and document-version tracking are Toothsome responsibilities, not additional product choices.

Employer and Plan

- Employer legal name:
- EIN:
- Employer address and legal-notice email:
- Plan name and number:
- Plan year and benefit commencement date:
- Covered employee/dependent population:
- Annual benefit amount and allocation basis: Toothsome completes these from the supplied Plan Document, including how covered dependents share or receive benefits.
- Benefit availability: full annual availability at plan-year start (standard), or supported monthly installments if elected in the Plan Document:
- Carryover and accumulated-availability ceiling: Toothsome states the exact terms from the supplied Plan Document here; the current standard \$10,000 ceiling must use the same beneficiary/allocation basis in the plan, SPD and this summary.
- Employees who join mid-year — selection as stated in the Plan Document: prorated (standard) or waiting period of no more than 90 days then prorated. The prorated amount is available in full at eligibility even if ordinary annual benefits accrue monthly; no full annual late-hire grant. Elections are made at setup and changed only at renewal, subject to law.
- Plan Decision and Appeal Contact (name, role and contact details):
- Written delegation reference, only if an actual delegate is used:
- Authorized payroll recipients (names/roles, or fixed access-list reference):
- Employer billing and operational contact:

Service Area and Toothsome Direct Availability

Service area for Employer and its covered population:

Open Access is included and does not depend on Toothsome Direct availability. Toothsome completes the table only for Direct practices actually offered; otherwise state “Not yet available.”

Direct location/market	Participating-practice reference	Schedule version	Start date
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No clinical schedule or provider roster is included in the public CPW upload.

Standard Commercial Terms

- Current service: receipt reimbursement through Employer payroll; no direct benefit-fund movement by Toothsome.
- Administration Fee: 10% of qualified HRA reimbursements approved through the Platform and reported to Employer, net of same-period recorded reversals under Section 5.1; no fee cap or monthly minimum.
- Standard implementation, roster intake and monthly reports: included, with no separate implementation fee.
- Billing: UTC calendar months, monthly in arrears; payment due thirty days after invoice issuance.
- Questions and correction reports: support@toothsome.io.
- Outside adviser/administrator: not included in the standard Toothsome fee; any Employer-retained service is separately contracted, not a hidden Toothsome surcharge.
- Current payment-service charges: no separate Toothsome-imposed Moov or payment-processing surcharge for ordinary collection of the Administration Fee. Future direct-payment service fees require a separately accepted payment addendum and fee schedule under Section 5.4.
- Toothsome notices: legal@toothsome.io; Toothsome, Inc., 3550 N Lakeline Blvd, Unit 170, PMB 1022, Leander, Texas 78641.

Documents Provided With This Agreement

Toothsome supplies and completes this list with the exact versions and retained copies delivered for signature/adoption. The identified documents are incorporated for their respective purposes, subject to Section 12.11 and any separate adoption or signature required below. Employer is not asked to research versions. The public CPW form is blank; employer-specific documents and access lists are private.

Document supplied by Toothsome	Version / effective date / retained-copy reference
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Employer Plan Document — separately adopted by Employer	
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Summary Plan Description — provided for participant distribution	
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Plan-Toothsome Business Associate Agreement — separately executed where applicable	
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Only if actually used, Toothsome adds the specifically agreed data-protection, delegation, integration or future-payment document to this list, identifying its title, fixed version and applicable signatures. An applicable future payment-service fee schedule must be identified and accepted with the payment addendum before that service is activated. Blank rows do not authorize additional fees or services. Signing the services agreement does not substitute for plan adoption or a required BAA signature.

The parties retain the identified copies; changing a website alone does not change an agreed document. Clinical schedules and provider participation agreements remain separate provider-side instruments. The Direct schedule reference identifies pricing/configuration, not incorporation of a provider contract into this employer agreement.