

## INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Intellectual Property Rights Agreement ("Agreement") is made effective as of [Insert Date],

Between:

Indentr, a software company specializing in dental practice solutions, ("Provider"),

And

"The Dental Practice", a practice that will enter into this Agreement by signing it and providing its specific details as required ("Recipient"),

### WHEREAS

The Provider has developed a software that transcribes audio notes and generates consent letters for use within dental practices ("Software").

### 1. INTELLECTUAL PROPERTY OWNERSHIP

1.1 The Provider hereby declares that any and all intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secrets, in and to the Software and any letters, notes, documents, or any other outputs generated by the Software ("Generated Content") are and shall remain the exclusive property of the Provider.

### 2. LICENSE TO USE GENERATED CONTENT

2.1 The Provider grants the Recipient a non-exclusive, non-transferable, revocable license to use the Generated Content solely for internal business operations within the Recipient's dental practice. This license does not permit the Recipient to use the Generated Content for the benefit of any third party, including other companies, organizations, or individuals, without the express written permission of the Provider.

### 3. RESTRICTIONS

3.1 The Recipient agrees not to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Generated Content, except as explicitly permitted under this Agreement.

3.2 The Recipient shall not use the Generated Content in any manner that competes with the Provider or in connection with any commercial endeavors other than those of the Recipient's dental practice.

### 4. ACKNOWLEDGMENT

4.1 The Recipient acknowledges that any use of the Generated Content outside the scope of this Agreement may constitute infringement of the Provider's intellectual property rights and could subject the Recipient to legal action.

### 5. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of [Jurisdiction]. Any disputes or claims arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.