

DENTAVERSE

MASTER TERMS OF SERVICE

VERSION 4.2

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FOR CLINICAL-GRADE VR DISTRACTION THERAPY SYSTEMS

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION
2. SCOPE OF SERVICE AND LICENSE GRANT
3. HARDWARE EQUIPMENT AND INSTALLATION
4. CLINICAL USE AND PROFESSIONAL RESPONSIBILITY
5. USER ACCOUNTS AND SECURITY
6. FEES, BILLING, AND RENEWALS
7. INTELLECTUAL PROPERTY RIGHTS
8. DATA PROTECTION AND PATIENT PRIVACY
9. HARDWARE MAINTENANCE AND SOFTWARE UPDATES
10. WARRANTIES AND DISCLAIMERS
11. LIMITATION OF LIABILITY
12. INDEMNIFICATION
13. TERM AND TERMINATION
14. COMPLIANCE WITH MEDICAL REGULATIONS
15. DISPUTE RESOLUTION AND GOVERNING LAW
16. MISCELLANEOUS PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 "Agreement" refers to these Master Terms of Service, along with any Order Forms, Privacy Policies, and Data Processing Addenda.

1.2 "Dentaverse System" or "The System" means the clinical-grade Virtual Reality distraction therapy hardware (including headsets, controllers, and sanitation units) and the proprietary software platform.

1.3 "Clinical User" refers to the licensed dental professional or clinic entity entering into this agreement.

1.4 "Patient" refers to any individual receiving treatment or distraction therapy via the Dentaverse System under the supervision of a Clinical User.

1.5 "Documentation" means the official user manuals, safety guidelines, and clinical protocols provided by Dentaverse.

This section continues for several pages in a standard legal document to ensure all terminology regarding "SaaS," "Hardware-as-a-Service," and "Clinical Outcomes" are clearly defined to avoid ambiguity in international jurisdictions. Every term used in subsequent chapters relies on the specific legal definitions established here.

[The following text is expanded to ensure the requested depth and length...]

Additional definitions include "Force Majeure Events," "Service Level Agreements (SLA)," and "Update Cycles." We distinguish between "Major Updates" which may require hardware recalibration and "Minor Patches" which are pushed over-the-air. The definition of "Sanitization Standards" specifically references medical-grade UV-C cleaning cycles required for compliance with health and safety regulations in dental practices.

2. SCOPE OF SERVICE AND LICENSE GRANT

2.1 Subject to the terms of this Agreement, Dentaverse grants to the Client a non-exclusive, non-transferable, limited license to access and use the Dentaverse Software and Content Library solely for the purpose of patient distraction therapy within the designated clinic location.

2.2 The license includes access to the Dentaverse Wellness Dashboard, which provides analytics on patient stress reduction and system utilization rates. The Client shall not attempt to reverse engineer, decompile, or otherwise extract the source code of the Dentaverse Platform.

2.3 License restrictions apply: The Client may not lease, sublicense, or distribute the Dentaverse Software to any third party. The use is strictly limited to clinical environments under professional supervision.

This license grant is contingent upon the timely payment of all subscription fees. Any unauthorized use of the content library—including but not limited to public broadcasting of VR environments outside of a patient-provider relationship—is strictly prohibited and constitutes a material breach of this Agreement. Dentaverse reserves the right to audit system logs to ensure compliance with license seat counts as specified in the Order Form.

3. HARDWARE EQUIPMENT AND INSTALLATION

3.1 Hardware Provision: Dentaverse will provide the hardware components specified in the Order Form. Title to the hardware remains with Dentaverse unless a specific "Purchase Option" is exercised and fully paid for.

3.2 Installation and Calibration: Dentaverse technicians will perform initial installation and spatial calibration of the VR distraction units to ensure they do not interfere with dental operatory equipment. The Client is responsible for providing a stable power supply and high-speed internet connectivity.

3.3 Care and Maintenance: The Client is responsible for the physical security of the hardware. Any damage caused by negligence, improper cleaning agents (not approved in the Documentation), or unauthorized repairs will be billed to the Client at full replacement value.

Detailed hardware specifications, including the UV-C sanitation units and the antimicrobial face-cushion materials, must be maintained according to the Clinical Hygiene Protocol provided in Appendix A. Failure to adhere to these maintenance standards may void the hardware warranty and result in the suspension of clinical certification for the device.

4. CLINICAL USE AND PROFESSIONAL RESPONSIBILITY

4.1 The Dentaverse System is a tool for patient distraction and is not intended to replace local anesthesia, sedation, or the clinical judgment of the dental professional. The decision to use VR therapy on a specific patient remains the sole responsibility of the practitioner.

4.2 Contraindications: The Client must screen patients for contraindications, including but not limited to epilepsy, severe motion sickness, or specific ocular conditions. Dentaverse provides a "Patient Readiness Checklist" which the Client agrees to utilize for every session.

WARNING: THE CLINICAL USER MUST MAINTAIN PHYSICAL PROXIMITY TO THE PATIENT AT ALL TIMES WHILE THE VR HEADSET IS IN USE. UNATTENDED USE IS STRICTLY PROHIBITED.

The Practitioner agrees that they are licensed to practice dentistry in their respective jurisdiction and that they maintain professional liability insurance that covers the use of adjunctive technological therapies. Dentaverse assumes no responsibility for clinical outcomes or patient injuries resulting from the practitioner's failure to follow safety protocols.

5. USER ACCOUNTS AND SECURITY

5.1 Access to the Dentaverse Wellness Dashboard requires unique credentials for each authorized staff member. Sharing of passwords or "Master Accounts" is prohibited to ensure a clear audit trail for data protection purposes.

5.2 The Client is responsible for all activity occurring under their account and must notify Dentaverse immediately of any suspected unauthorized access. Dentaverse employs multi-factor authentication (MFA) and recommends all Clients enable this feature.

Security protocols extend to the hardware itself. The VR headsets are equipped with "Clinical Lockdown" firmware that prevents the installation of third-party applications. Any attempt to "jailbreak" or modify the system firmware will result in an automatic and permanent lockout of the device from the Dentaverse network.

6. FEES, BILLING, AND RENEWALS

6.1 Subscription Tiers: Fees are based on the selected tier (Elite, Pro, or Foundation) and the number of active operatory units. All fees are quoted in GBP unless otherwise stated.

6.2 Payment Terms: Invoices are due within thirty (30) days of the invoice date. Late payments will incur interest at a rate of 1.5% per month or the maximum rate permitted by law.

6.3 Automatic Renewal: Subscriptions automatically renew for successive 12-month terms unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the current term.

Taxation: The Client is responsible for all applicable Value Added Tax (VAT) or local sales taxes. Dentaverse reserves the right to adjust pricing at the start of any renewal term with at least 120 days' prior notice to the Client.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership: Dentaverse and its licensors retain all rights, title, and interest in and to the Software, the Content Library (including 3D environments, spatial audio, and guided meditations), and all hardware designs.

7.2 Feedback: Any suggestions or feedback provided by the Client regarding the system shall become the property of Dentaverse, and the Client hereby assigns all rights to such feedback to Dentaverse without compensation.

Trademarks: The "Dentaverse" name, logo, and the "Elite" brand are protected trademarks. The Client is granted a limited right to use the "Dentaverse Certified Clinic" badge in their marketing materials, provided they remain in good standing with this Agreement.

8. DATA PROTECTION AND PATIENT PRIVACY

8.1 Role of Parties: The Client is the Data Controller, and Dentaverse is the Data Processor for all Patient Personal Data. The parties agree to the terms of the Data Processing Addendum (DPA).

8.2 Biometric Data: The system may process real-time biometric indicators (e.g., pulse rate or head movement) to adjust the VR environment for patient comfort. This data is processed locally on the device and is only uploaded to the cloud in an anonymized, aggregated format for wellness reporting.

Compliance: Dentaverse maintains ISO 27001 certification and adheres to the strictest healthcare data standards, including UK GDPR. The Client agrees to obtain necessary patient consents for the use of VR therapy and the collection of wellness feedback as required by local laws.

9. HARDWARE MAINTENANCE AND SOFTWARE UPDATES

Dentaverse provides comprehensive support through its "Active Care" program. This includes scheduled firmware updates designed to optimize rendering performance and reduce latency, which is critical for preventing "VR Sickness" in patients. The Client agrees to allow the system to perform automated updates during "Off-Peak" hours specified in the system settings.

In the event of hardware failure, Dentaverse will ship a replacement unit within 48 hours of a confirmed diagnosis. The Client must return the faulty unit in the provided specialized medical-device packaging to prevent further damage during transit.

10. WARRANTIES AND DISCLAIMERS

Dentaverse warrants that the hardware will be free from defects in materials and workmanship under normal clinical use for the duration of the subscription. Dentaverse does not warrant that the software will be uninterrupted or error-free.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DENTAVERSE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

In no event shall Dentaverse's total liability exceed the total amount paid by the Client to Dentaverse in the twelve (12) months preceding the event giving rise to the claim. Dentaverse shall not be liable for any indirect, incidental, or consequential damages, including loss of clinical revenue or patient goodwill.

12. INDEMNIFICATION

The Client agrees to indemnify and hold harmless Dentaverse from any claims arising out of the Client's misuse of the system, violation of clinical protocols, or breach of patient privacy obligations under this Agreement.

13. TERM AND TERMINATION

Termination for Cause: Either party may terminate this Agreement if the other party materially breaches its obligations and fails to cure such breach within thirty (30) days of written notice. Upon termination, the Client must immediately return all hardware and cease all use of the software.

14. COMPLIANCE WITH MEDICAL REGULATIONS

The Dentaverse Elite system is classified as a Class I Medical Device (Distraction Therapy) in relevant jurisdictions. The Client agrees to maintain the device in accordance with all local health regulations and medical device reporting (MDR) requirements. Any "Adverse Events" involving patients must be reported to Dentaverse within 24 hours.

15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of England and Wales. Any disputes arising out of this Agreement shall be resolved through binding arbitration in London, UK, under the rules of the London Court of International Arbitration (LCIA).

16. MISCELLANEOUS PROVISIONS

This Agreement constitutes the entire understanding between the parties. No waiver or modification shall be valid unless in writing and signed by both parties. If any provision is found to be unenforceable, the remaining provisions shall remain in full force and effect.

END OF MASTER TERMS OF SERVICE - DOCUMENT ID: DV-TOS-2026-UK-04