

OrthoCatapult® Performance Guarantee Program

Effective Date: January 1, 2019

Practice Catapult, LLC (“Practice Catapult”) is a limited liability company organized under the laws of the State of Michigan. Practice Catapult guarantees positive results to each qualified OrthoCatapult® software as a service (“Software”) subscriber (“Subscriber”) who properly utilizes the Software completely and meets all OrthoCatapult® Performance Guarantee Program requirements detailed below. Practice Catapult will provide a full refund of the initial 12-month subscription fee paid, for any qualified Subscriber who increases Close Rate Percentages or Overall Case Starts by less than 5.0% after the initial 12-month period of full OrthoCatapult integration.

1. OrthoCatapult Performance Guarantee Qualification Requirements

A. OrthoCatapult Subscription Requirements

1. Only Subscriber in good financial standing with Practice Catapult LLC are eligible for the OrthoCatapult Performance Guarantee Program.
2. Only Subscribers who adhere to Practice Catapult’s Master Terms of Use are eligible for the OrthoCatapult Performance Guarantee Program.
3. Only Subscribers who adhere to Practice Catapult’s Privacy Policy are eligible for the OrthoCatapult Performance Guarantee Program.
4. All Subscriber’s practice locations must be added to the OrthoCatapult subscription to be eligible for the OrthoCatapult Performance Guarantee.
5. Within 30 days of subscribing, the Subscriber needs to provide Practice Catapult LLC an official printout from Subscriber’s practice management software (PMS) showing total number of Monthly Phase 1, Phase 2, Non-Adult Comprehensive and Adult Comprehensive consultations and case starts for the previous 24-month period for all Subscriber practice locations.
 - a. PMS PDF printouts are required; no substitutes, such as Microsoft Excel spreadsheets, will be accepted.
 - b. PMS PDF reports received after 30 days will not be accepted.
 - c. Email PMS PDF reports to guarantee@orthocatapult.com.

B. Account Requirements

1. Any reduction in Subscriber’s overall number of consultations including but not limited to reduction in orthodontist specialist or practice locations, will void the OrthoCatapult Performance Guarantee Program for Case Start growth.
2. Any increases in case fees or down payment requirements greater than 5% from the lowest numbers during the previous 12-month period will void the OrthoCatapult Performance Guarantee Program.
 - a. Within 30 days of subscribing to OrthoCatapult, redacted, signed patient contract examples for all treatment modalities, treatment lengths and financial risk categories for each patient group are required.
 - b. Email a zipped folder of all redacted contract examples to guarantee@orthocatapult.com.
3. Subscriber’s registered Treatment Coordinators Users need to properly utilize all the system functions including the OrthoMessenger™ consultation follow-up system with all pending patients. Any expired quotes with fewer than seven (7) Triggered Follow-Up Communications will void the OrthoCatapult Performance Guarantee Program for the Subscriber.
4. Any intentional or unintentional manipulation of performance metrics by Subscriber’s Registered Users including but not limited to inflation of consultation counts, will void the OrthoCatapult Performance Guarantee Program for the Subscriber.

2. Practice Catapult LLC reserves the right to cancel or change the OrthoCatapult Performance Guarantee Program at any time.