

EXHIBIT C

End User License Agreement (EULA)

Version June 2023

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PLEASE READ CAREFULLY THE FOLLOWING END USER LICENSE AGREEMENT (“EULA”). THIS EULA CONSTITUTES A LEGAL, BINDING, AND ENFORCEABLE AGREEMENT BETWEEN YOU AND SONENDO, INC. (“SONENDO”) REGARDING USE OF SONENDO’S SOFTWARE. BY USING THE SONENDO SOFTWARE, YOU ACCEPT AND AGREE TO BE BOUND BY AND BECOME A PARTY TO THIS EULA WITH SONENDO. IF YOU DO NOT AGREE TO ALL OF THE TERMS IN THIS EULA, DO NOT USE THE SONENDO SOFTWARE.

1. Definitions.

For purposes of this EULA, the terms listed below shall have the following meanings:

1.1 “Sonendo Software” means Sonendo proprietary computer programs (in executable format only), including without limitation, the GentleWave® System applications that Sonendo makes available to you pursuant to this EULA, including without limitation, any updates that Sonendo may provide to you in its sole discretion.

1.2 “Documentation” means operating instructions, user manuals, product descriptions and specifications and “read-me” files for the Sonendo Software, which is provided to you by Sonendo in its sole discretion.

1.3 “Sonendo System” means the single system or device on which the Sonendo Software has been installed, including without limitation, the GentleWave® System.

2. Agreement and Terms and Conditions.

You have purchased the Sonendo System from Sonendo pursuant to an agreement (“Agreement”). The Agreement is subject to Terms and Conditions (“Terms and Conditions”) and a license agreement (“License Agreement”).

3. Priority of Agreements.

In the event of any actual inconsistency between or among them, the contracts have the following priority: (1) the Terms and Conditions, (2) the Agreement, (3) the License Agreement, and (4) this EULA.

4. Scope of License.

Conditioned upon your compliance with the terms and conditions of this EULA, Sonendo grants to you a limited, revocable, non-transferable, non-exclusive, non-sublicensable, non-assignable license to use the Sonendo Software on an authorized Sonendo System until terminated by you or Sonendo as specified in Section 11. All rights, title and interests in and to the Sonendo Software and Documentation are owned by Sonendo and its licensors. Except for the express license granted herein, no right, title, interest, or license in or to the Sonendo Software is granted, assigned, or transferred to you, whether by implication, estoppel, or otherwise. The Sonendo Software and Documentation is licensed, not sold, to you, subject to the terms and conditions herein. Sonendo reserves all rights in and to the Sonendo Software not expressly granted to you under this EULA.

5. Limitations of Use.

This license does not allow you to use the Sonendo Software beyond the Sonendo System on which the Sonendo Software has been installed. You agree that the Sonendo Software shall, at all times, only be used at the location where the Sonendo System was originally installed unless Sonendo provides prior written consent to move or relocate the Sonendo System. You may not distribute or make the Sonendo Software available over a network where it could be used by multiple devices at the same time. You may not use the Sonendo Software in violation of any applicable laws, rules, or regulations. You agree that you will use the Sonendo Software for your business purposes and that you will not use the Sonendo Software for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended. You further agree that you will not give away, rent, lease, lend, sell, transfer, redistribute, or sublicense the Sonendo Software. You agree that the Sonendo Software contains proprietary information and trade secrets belonging to Sonendo. You shall not copy, decompile, reverse engineer, disassemble, derive the source code of, modify, translate, adapt or create derivative works of the Sonendo Software, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Sonendo Software), or attempt to do any of the foregoing.

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Any attempt to do so is a violation of the rights of Sonendo and its licensors. If you breach this restriction, you may be subject to prosecution and damages; in addition, any derivative works, improvements, inventions or works developed by you based upon or relating to the Sonendo Software involving a breach of this EULA shall be owned by Sonendo and you hereby assign such rights to Sonendo. You shall be fully responsible for the conduct of any and all of your employees and other persons acting on your behalf in connection with this EULA, including any access or use of the Sonendo Software.

6. Updates and Modifications.

Sonendo is not obligated to provide you with upgrades, bug fixes, patches, and other error corrections and/or new features related to the Sonendo Software (collectively, including related documentation, "Updates"). However, Sonendo may from time to time in its sole discretion develop and provide Updates. Updates may also modify or delete, in their entirety, certain features and functionality. The terms of this EULA will govern any Updates provided by Sonendo in its sole discretion, unless such Updates accompanied by a separate agreement in which case the terms of that agreement will govern. In Sonendo's discretion, the Sonendo Software may automatically connect to Sonendo or third-party servers to check for available Updates and may either (i) automatically update the Sonendo Software or (ii) give you the option of downloading such Updates, and you hereby consent to receiving such Updates. You agree that Sonendo may push automatic Updates to the Sonendo Software.

7. Consent to Use of Data and Content.

You agree that Sonendo may collect and use technical data, procedure data, and related information—including but not limited to technical information about your device, system and application software, and peripherals and procedure information such as tooth number, diagnosis, treatment times, and sensor values—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Sonendo Software, and such information may be obtained through automatic communications between the Sonendo Software and Sonendo or third-party servers. The information is aggregated across all of our users and used by Sonendo to measure the use and performance of the Sonendo Software. Sonendo may publicly disclose the aggregate information. Sonendo may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. You agree that you have no property interest in this information.

8. Data Minimization.

You agree not to submit any information about any identified or identifiable natural person to Sonendo by means of the Sonendo System. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

9. Data Location

The Sonendo System will process data in the United States. You represent and warrant that your use of the Sonendo System will not violate, or result in the violation, of any applicable laws, including without limitation, data protection laws.

10. Your Representations and Warranties.

You represent and warrant that you are authorized to enter into this EULA and comply with its terms. You further represent and warrant that you will at all times comply with your obligations hereunder and any applicable laws, regulations and policies, which may apply to the Sonendo Software. You assume full and unlimited liability for any use contrary to this EULA whether such use has been enacted or caused directly or indirectly by you. You agree to defend, indemnify and hold harmless Sonendo from and against any and all liability, loss, costs, or expenses (including without limitation, attorneys' fees) arising from, related to, or in any way connected with or incurred in connection with your violation or breach of this EULA or applicable laws, regulations or policies, or your use of the Sonendo Software. Sonendo reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations under this section. You agree not to settle any claims against Sonendo without the express written consent and approval of Sonendo. The indemnity obligations contained herein shall survive the termination of this EULA.

11. Termination.

This EULA is effective until terminated by you or Sonendo. If you fail to comply with any terms of this EULA, the license granted to you in this EULA will terminate automatically without notice from Sonendo. Upon termination of the license, you shall cease all use of the Sonendo Software and destroy all copies, full or partial, of the Documentation. Upon termination of the license or this EULA for any reason, Sonendo may deactivate or uninstall the Sonendo Software without advance notice to you. Sonendo reserves the right to seek any and all remedies available at law or in equity in connection with your breach of this EULA in addition to termination of this EULA. Sections 1, 5, and 7-16 shall survive the termination of this EULA.

12. Proprietary Rights.

The Sonendo Software is protected by U.S. and international copyright, trademark and other intellectual property rights, statutory and common laws and international treaties. Sonendo owns and retains all right, title and interest in and to the Sonendo Software and Documentation, including but not limited to all copyrights, patents, trade secrets, trademarks and other intellectual property rights therein. Your possession, installation, or use of the Sonendo Software does not transfer to you any title to the intellectual property in the Sonendo Software and you will not acquire any rights in the Sonendo Software, except for the limited license expressly granted herein. You may not remove any proprietary notices or labels in connection with the Sonendo Software or Documentation.

13. DISCLAIMER OF WARRANTY.

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YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SONENDO SOFTWARE, DOCUMENTATION AND ANY PRODUCTS PROVIDED BY SONENDO FOR USE OR ASSOCIATED THEREWITH, IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SONENDO SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE SONENDO SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SONENDO AND ITS PARTNERS AND THEIR RESPECTIVE AFFILIATES, SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SONENDO SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SONENDO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SONENDO SOFTWARE, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE SONENDO SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SONENDO SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SONENDO SOFTWARE OR SERVICES WILL BE CORRECTED. FOR CLARITY, SONENDO DOES NOT MAKE ANY REPRESENTATIONS ABOUT

DISCLAIMER OF WARRANTY (continued).

AND DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD PARTY IMAGES, DATA AND CONTENT. SONENDO MAY CHANGE OR DISCONTINUE ANY ASPECT OR FEATURE OF THE SONENDO SOFTWARE OR THE USE OF ALL OR ANY FEATURES OR TECHNOLOGY IN THE SONENDO SOFTWARE AT ANY TIME WITHOUT PRIOR NOTICE TO YOU. SONENDO SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF SERVICES OR THE SONENDO SOFTWARE. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SONENDO SOFTWARE OR SERVICES IS TO UNINSTALL AND CEASE USE OF THE SONENDO SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SONENDO SHALL CREATE A WARRANTY. SHOULD THE SONENDO SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION THAT MAY NOT BE LIMITED BY THESE TERMS, PROVIDED HOWEVER, THAT YOU AGREE AND ACKNOWLEDGE THAT TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU WAIVE ANY SUCH STATUTORY RIGHTS WITH RESPECT TO IMPLIED WARRANTIES.

14. LIMITATION OF LIABILITY.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SONENDO BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SONENDO SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF SONENDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Sonendo's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails its essential purpose.

15. Export.

You may not use or otherwise export or re-export the Sonendo Software except as authorized by United States law and the laws of the jurisdiction in which the Sonendo Software was obtained. In particular, but without limitation, the Sonendo Software may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Sonendo Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

16. Governing Law.

This EULA shall be governed by the laws specified in Section 12.2 of the Terms and Conditions.

17. Miscellaneous.

(a) This EULA and all the policies referenced herein constitute the entire agreement between Sonendo and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized executive of Sonendo. (b) The section titles in this EULA are provided solely for convenience and have no legal or contractual significance. (c) The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. (d) The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. (e) If for any reason a court of competent jurisdiction finds any provision of this EULA or portion thereof, to be unenforceable, that provision of this EULA shall be enforced to the maximum extent permissible so as to affect the intent of the parties or as necessary shall be deemed severable from this EULA, and the remainder of this EULA shall continue in full force and effect. (f) Termination of this EULA shall not limit or restrict any of the remedies otherwise available to Sonendo at law or in equity. Notwithstanding any provision herein, Sonendo shall retain the right to seek a temporary restraining order, temporary injunction and/or permanent injunction for breach by you of this EULA, without the necessity of proving any damages or posting bond. (g) You may not assign your rights under this EULA to any party, and any attempted assignment shall be null and void. Sonendo may freely assign this EULA and any rights or obligations hereunder. (h) Neither party shall be responsible for any delay in its performance due to causes beyond its reasonable control.

18. Modifications.

Sonendo reserves the right to modify and/or change any of the terms and conditions of this EULA at any time and without prior notice. If Sonendo materially modifies this EULA, it will post the updated EULA on its website or by other reasonable means now known or hereafter developed. Sonendo will also update the "Revision Date" at the beginning of the EULA. By continuing to use the Sonendo Software after Sonendo has posted a modification to the EULA, you agree to be bound by the modified EULA. If the modified EULA is not acceptable to you, your only recourse is to cease using the Sonendo Software.

- 19.** By clicking on "ACCEPT" below, You acknowledge that You have read AND UNDERSTAND this Agreement, and that it is the complete and exclusive statement of your agreement with SONENDO and supersedes any prior agreement, oral or written, between You and SONENDO with respect to the SONENDO software.