

Dentrix Software Donation Instructions

Follow the steps below to apply for a Dentrix donation.

1. Verify that your organization meets the eligibility requirements. Eligibility requirements are listed at the bottom of this page.
2. Complete the Dentrix Software Donation Application form. Incomplete applications may compromise eligibility and/or delay processing time.
3. If your organization is a charity, prepare a copy of your 501(c)(3) letter of determination. This letter certifies that your organization is exempt from Federal (not state) income tax under Section 501 (c) (3) of the U.S. Internal Revenue Code.
4. Email, fax, or mail the documents completed and prepared in Steps 2 and 3 all at once.
 - Email: dentrixdonations@henryschein.com
 - Fax: (801) 847-3785
 - Mail: Henry Schein Practice Solutions
Attn: Donations
727 E. Utah Valley Drive
American Fork, UT 84003

Eligibility Requirements

Henry Schein Practice Solutions is pleased to donate Dentrix practice management software to qualified educational and charitable organizations in the United States and Canada.

Qualified educational institutions may use Dentrix only for instruction in a classroom or computer lab.

Qualified clinics, including clinics that are part of an educational institution or charitable organization, must be 100% free. Clinics may not charge fees to patients, insurance companies, or any other third parties for treatment, supplies, or administrative services. In addition, charitable organizations must provide proof of tax-exempt status under Section 501(c)(3) of the U.S. Internal Revenue Code.

The following organizations are not eligible for a Dentrix donation:

- Individuals
- Private foundations
- Conferences or symposia
- Political, labor, religious, or fraternal organizations
- Amateur or professional sports groups, teams, or events
- Public libraries that intend to offer Dentrix for public access
- Non-profit organizations without a 501(c)(3) tax-exempt status
- Organizations serving people outside of the United States and Canada
- Organizations that intend to use Dentrix in a clinic that charges fees to patients, insurance companies, or any other third parties for treatment, supplies, or administrative services

Additional Organization Information

Contact Name: _____
Phone/Fax/Email: _____
Phone Fax Email (required)
Executive Director: _____

Shipping Information

The shipping address is the same as listed in the Organization Information section.

Organization Name: _____
Shipping Address*: _____

*Software cannot be shipped to PO boxes. Your organization will be charged a minimum fee of \$25 for shipping and handling.

Donation Information

If your organization is a charity, is the organization name listed above the same organization named on your 501 (c) (3) letter of determination? _____ No _____ Yes

If No, please explain:

Have you previously received a Dentrrix donation from Henry Schein Practice Solutions? _____ No _____ Yes

If Yes, when? _____

On how many computers do you plan to install Dentrrix? _____

Do you plan to install Dentrrix at more than one site? _____ No _____ Yes

If Yes, please explain:

Agreement

Read the following statements and check the box to indicate that you agree with the statement.

- I have read the eligibility requirements and I certify that my organization meets all of the requirements.
- I certify that the organization named on this form does not charge fees to patients, insurance companies, or any other third parties for treatment, supplies, or administrative services.
- I understand that telephone technical support and on-site implementation training are not included with the donation and are available for purchase.
- I certify that the information on this form is correct and I am authorizing its use for the donated software.
- I understand that the information in the Organization Information section of this application will be entered in the donated software prior to shipment and cannot be edited.
- I understand that the donated license is non-transferable, cannot be sold, and the organization name listed on this application will be the owner of the donated license.
- I understand that the organization named on this form will be required to return the software and associated materials to Henry Schein Practice Solutions in the event of its discontinued use, or in the event that the organization no longer meets all of the eligibility requirements.
- I have read the Terms & Conditions and Software End User License Agreement (EULA) provided at the end of this application.
- I certify that I will not copy Dentrrix for personal use.
- I understand that my organization will be charged a minimum \$25 fee for shipping and handling, and I agree to pay the shipping charges.

Applicant's Signature

Date

Letter of Intent

In the space below, write a letter of intent. The letter must contain a description of your organization, the services you provide, and your intended use of the Dentrix software. If you are applying for a donation on behalf of a clinic, the letter must state that the clinic does not charge fees to patients, insurance companies, or any other third parties for treatment, supplies, or administrative services.

Henry Schein Practice Solutions

TERMS AND CONDITIONS

All prices are quoted, all orders are accepted, and all sales are expressly made conditional on your acceptance of these Terms and Conditions, which include these introductory paragraphs and the General Terms and Conditions, Software Terms and Conditions, Hardware Terms and Conditions and Support Terms and Conditions each set forth below (collectively "Terms and Conditions") notwithstanding any purchase orders, offers to purchase by you, receipts or any other correspondence containing different or additional provisions. These Terms and Conditions are an integral part of, and are incorporated into any purchase order or offer to purchase and set forth the terms and conditions of a binding agreement between the parties identified on such purchase order or offer to purchase. Your signature on the purchase order and/or your acceptance of the goods and/or services shall, in any event, constitute acceptance of these Terms and Conditions.

The use of the term "HSPS" in the Agreement (as hereinafter defined) generically represents the corporate entity Henry Schein Practice Solutions, a division of Henry Schein, Inc., that encompasses products from Dentrix, Easy Dental, National Information Services ("NIS"), and LabNet, including any related products and services offered by these units. The purchase order and/or offer to purchase, these Terms and Conditions, the HSPS Limited Hardware Warranty ("Limited Hardware Warranty") and the HSPS Software End User License Agreement ("Software EULA") are referred to collectively as the "Agreement". **The General Terms and Conditions set forth below apply to all products and services owned and sold by HSPS and do not cover third party hardware or software products sold through HSPS unless explicitly stated. Additional terms and conditions specific to purchased software, hardware or support are covered in the specific sections set forth below dedicated to those topics.**

General Terms and Conditions

1. **HSPS LIMITED GENERAL WARRANTY**

HSPS WARRANTS THAT ALL GOODS MANUFACTURED AND SOLD BY HSPS AND ALL SERVICES CONTRACTED FOR UNDER THE AGREEMENT ARE IN ACCORDANCE WITH THE TERMS AND CONDITIONS IN ADDITION TO THE SOFTWARE EULA (A SEPARATELY PROVIDED DOCUMENT) AND THE LIMITED HARDWARE WARRANTY (A SEPARATELY PROVIDED DOCUMENT), AS APPLICABLE. REPAIR AND REPLACEMENT AS DESCRIBED HEREIN OR THEREIN SHALL BE YOUR SOLE REMEDY FOR ANY DEFECT.

2. **EXCLUSIONS OF WARRANTY, LIMITATION OF LIABILITY AND REMEDIES**

EXCEPT FOR THE WARRANTIES WITH RESPECT TO THE SOFTWARE, HARDWARE AND SUPPORT EXPRESSLY SET FORTH IN THE TERMS AND CONDITIONS, LIMITED HARDWARE WARRANTY AND SOFTWARE EULA, HSPS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT, SERVICES OR THIRD PARTY PRODUCTS PROVIDED HEREUNDER, AND HSPS DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO HSPS EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THE AGREEMENT.

If any sample or model was shown in connection with this sale, such sample or model was merely to illustrate the general type and quality of goods, shall not be deemed to be a basis of the bargain, shall not be relied upon by you, and is not to be construed as a representation or warranty that the goods will necessarily be of that type or quality. No affirmation of fact, description or promise made by HSPS by words, pictures, drawings, or conduct shall constitute a warranty that the goods will conform to such affirmation, description or promise, shall not be deemed to be a part of the basis of the bargain and shall not be relied upon by you.

3. **THIRD PARTY PRODUCTS**

The decision to purchase hardware, Software (as defined in the Software EULA), supplies or services from parties other than HSPS ("Third Party Products") is yours, even if HSPS helps you identify, evaluate or select them. HSPS PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THIRD PARTY PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The sole warranty for Third Party Products purchased through HSPS is the warranty, if any, offered by the third party manufacturer.

UNLESS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY HSPS, HSPS IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR, THE PERFORMANCE, QUALITY OR RELIABILITY OF THIRD PARTY PRODUCTS, OR YOUR CHOICE OF A PARTICULAR MANUFACTURER FROM WHICH TO PURCHASE THIRD PARTY PRODUCTS, AND NO CLAIM YOU MAY HAVE WITH RESPECT TO THIRD PARTY PRODUCTS PURCHASED FROM HSPS SHALL AFFECT YOUR OBLIGATIONS (INCLUDING, WITHOUT LIMITATION, YOUR PAYMENT OBLIGATIONS) TO HSPS FOR THE SOFTWARE, HARDWARE AND/OR SUPPORT, MAINTENANCE AND OTHER SERVICES, INCLUDING PROFESSIONAL SERVICES, FURNISHED BY HSPS TO YOU HEREUNDER. YOU ACKNOWLEDGE THAT ANY CLAIMS YOU MAY HAVE IN CONNECTION WITH THIRD PARTY PRODUCTS, AND ANY REMEDIES FOR SUCH CLAIMS, SHALL BE BROUGHT SOLELY AGAINST, OR SOUGHT SOLELY FROM, THE MANUFACTURERS OF SUCH THIRD PARTY PRODUCTS.

4. **QUOTATIONS**

Oral quotations terminate on the day made. Written quotations terminate 30 days after date of issuance unless otherwise indicated on the signed and approved quote sheet. All quotations, including but not limited to, price information published in catalogs, bulletins, or price lists are subject to revision prior to the acceptance of the order by HSPS.

5. **PRICE MODIFICATION**

After the acceptance of an order by HSPS, any price modifications shall not be effective unless accepted in writing by HSPS or its duly authorized representative. Acceptance may be conditioned upon your acceptance of intervening price changes and price changes related to such modifications.

6. **TAXES**

The amount of any present or future sales, use, excise or similar taxes, applicable to the goods or services ordered shall be added to the price and paid by you, unless you in a timely manner provide HSPS or a duly authorized representative with a tax exemption certificate acceptable to HSPS. You shall indemnify, defend and hold harmless HSPS and its officers, employees and agents for any and all losses, costs, expenses and liabilities (including but not limited to taxes, judgments, fees and interest) associated with taxes in connection with the Agreement.

7. PAYMENT

Payment is due upon shipment or partial shipment, as discussed in Section 11 (Shipment, Delivery and Return) below. In the event of financing, you shall pay a minimum of 10% of the purchase price as down payment, unless the financing option indicates otherwise.

8. ORDER ACCEPTANCE

- a. All orders are subject to and shall be effective only upon the earliest of either a written acceptance by a duly authorized representative of HSPS or the delivery of the goods or consummation of the services, as applicable. All account information must be verified before HSPS will accept any order. The legal name of the entity, if there are multiple owners, should be stated in the "Sold To" section on the order form. All owners must be listed on the order form (preferably in the "New Act" fields) so they can be incorporated into the account details maintained by HSPS. HSPS is not liable for misrepresented, inaccurate or incomplete information included on the order form. Should a dispute arise in regards to ownership and transfer rights, HSPS will rely on the information that was provided to HSPS on the purchase order form at the time of purchase. Any irreconcilable dispute with regards to ownership and transfer rights is between the disputing parties and does not include HSPS. If a legal judgment is rendered in any dispute, HSPS will require an official court notification of ownership in order to change the ownership within the account details maintained by HSPS.
- b. Telephone orders are accepted at your risk, as shipments made before receipt of written confirmation are for your convenience only, and HSPS shall not be liable for any acts or omissions in connection with telephone orders. To avoid duplication, all confirming orders must clearly be marked "confirmation". Confirmation orders not so marked can be treated as original orders at your expense.

9. FINANCIAL CONDITION, CANCELLATION AND RETURNS

- a. If your financial condition is not satisfactory to HSPS at the time shipment is ready, or at any other time, HSPS may cancel the order or require full or partial payment in advance of shipment preparation. After acceptance by HSPS, orders cannot be canceled by you without HSPS's written consent and then only upon terms that will compensate HSPS for all costs and expenses (including engineering and/or fabrication charges) applicable to the canceled order.
- b. HSPS will not accept goods for return or credit, other than for a claim arising under the Limited Hardware Warranty or Software EULA, unless **(1) you provide written notice to HSPS within 60 calendar days from the date of purchase as to the failure of conformance of the purchased hardware or Software, (2) HSPS has first granted permission for such a return, and (3) you receive a Returned Material Authorization ("RMA") form issued by HSPS or its duly authorized independent representative. Hardware and Software returns are limited only to a warranty claim of non-conformance to the Limited Hardware Warranty or the Software EULA.** Risk of loss for returned goods will remain with you, and you shall reimburse HSPS for any costs it incurs in connection with the shipment and return of goods including, but not limited to, a 15% handling, examination, and repacking charge. Goods fabricated to order are not returnable under any circumstances except for an approved warranty claim.

10. FEES AND INTEREST

- a. If an invoice is not paid when due, you breach the Agreement or any portion thereof, or it becomes necessary for HSPS to enforce or defend any of its rights under the Agreement, you agree to pay all costs of the collection, or enforcement, or both, including reasonable attorneys' fees for HSPS attorneys, and all other reasonable costs in enforcing the terms hereof, whether incurred in or out of court, including but not limited to, on appeal, in arbitration, in a bankruptcy proceeding, or in any insolvency proceedings.
- b. HSPS assumes no liability arising from penalty or liquidated damage clauses of any kind, written or implied, unless specifically approved in writing by HSPS.
- c. 1 ½% PER MONTH (18% PER YEAR) or the maximum legal rate established by law, whichever is lower, WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS PAST DUE.
- d. In the event you breach the Agreement or any portion hereof, HSPS shall, in addition to any other remedies provided under law, have the right, at its option, to retain the down payment or other cash payment herewith made by you as liquidated damages, it being agreed that the actual damages of HSPS are difficult, if not impossible to ascertain.

11. SHIPMENT, DELIVERY AND RETURN

- a. Shipments which are delayed at your request or by your delay in supplying information necessary for shipment or the execution of the order may be invoiced and dated the day HSPS is prepared to ship. Additional charges for warehousing, shipping, and other incidental expenses created by the delay may be imposed on you.
- b. HSPS reserves the right to make partial shipments. Pro-rata payments become due as partial shipments are made.
- c. Delivery information and schedules are approximate and not guaranteed. Delivery means time of delivery to carrier. Delay by you in supplying specifications or information necessary to execution of the order or delay at your request shall extend delivery schedules. HSPS shall not be liable for any penalty or damages, liquidated or otherwise, for shipment or deliveries which are delayed due to any reason whatsoever.
- d. HSPS shall use commercially reasonable efforts to deliver on the date specified on the purchase order or otherwise agreed to in writing between you and HSPS, but shall not be responsible for delays beyond its control, nor shall such delays be considered a breach by HSPS hereunder.

12. DEFAULT SOLE REMEDY

Except as otherwise specifically set forth in the Terms and Conditions, Limited Hardware Warranty or Software EULA, in the event of any default by HSPS hereunder, then you shall, upon demand, be entitled to the return of your down payment made hereunder, as your sole and exclusive remedy.

13. DAMAGE OR LOST SHIPMENTS

- a. Goods are shipped FOB shipping point only. When goods have been delivered to a carrier for shipment, the risk of loss passes to you and HSPS's responsibility for delivery ends, but HSPS agrees to furnish duplicate bills of lading and otherwise render reasonable assistance in making claims for damages against the carrier.
- b. Packages should be examined carefully before being accepted from the carrier. HSPS assumes no responsibility for unconcealed damages after having received "in good order" receipts from a carrier at shipping point, and all loss, damage and delay in transit are at your risk.
- c. You are responsible to inspect the contents of your package immediately upon receipt. If goods are damaged with their container intact, you must file a fully completed "Concealed Damaged Report" with the carrier and, in any event, send a copy thereof to HSPS within 24 hours after receipt of shipment by you.
- d. Claims for shortages or nonconforming shipments must be made in writing and sent to HSPS and must be received by HSPS within 15 days of your receipt of shipment. Failure to give such notice shall be deemed an unqualified acceptance and a waiver by you with any claim with respect to the shipment.

14. FORCE MAJEURE

HSPS shall have no liability for delays, failure in performance or damages caused by factors beyond its reasonable control, including (without limitation) changes in government regulations, acts of God, your acts or omissions, labor shortages, strikes, slowdowns, or other combined action of workmen, fires, floods, earthquakes, severe weather, serious accidents, explosions, lightning, pest damage, power surges or failures, epidemics, quarantines, wars, insurrections or riots, acts of civil or military authorities, transportation embargoes, shortages or interruptions in delivery of components and materials, acts or omissions of communications carriers, and delays by HSPS's suppliers. HSPS may in its sole discretion allocate available goods and services among customers as it may determine or cancel orders without liability for any part thereof not shipped or provided to you upon refunding any allocable advance payments received for the canceled portion.

15. CONDITIONS FOR RESALE

All terms and conditions set forth in the Terms and Conditions, Limited Hardware Warranty and Software EULA shall be binding upon you and all subsequent owners and users of these goods. Without limitation of the foregoing, however, the goods identified herein are subject to the condition that they, nor any portion of them, shall not, by way of trade or otherwise, be lent, resold, or otherwise conveyed without similar conditions, including this condition, being imposed on subsequent borrower, purchaser, or transferee; written notice of the transfer of ownership or use must be made to HSPS prior to the completion of the transfer. For the avoidance of doubt, you may transfer your Software product license(s) only in accordance with Section 2 (Assignment) of the Software EULA.

16. PRODUCT MODIFICATION AND SUBSTITUTION

HSPS reserves the right to change or modify at any time any product or any material used in fabrication of products, or to discontinue the manufacture of any product, without any liability with respect thereto.

17. PRODUCT UPGRADES

- a. It is important to realize that computer hardware, networks, operating systems and software technologies continue to advance. It is the desire of HSPS to take advantage of these technology advances by leveraging and/or incorporating them as they relate to the hardware and software products and services that HSPS sells. As a result, in order for you to realize the maximum benefit of HSPS products and services, you may be required to upgrade your existing computer hardware, network infrastructure or operating systems from time to time in order to access or use the new features implemented in the hardware and software products and services sold by HSPS. HSPS is not responsible for costs or services associated with installations, upgrades or evaluations in any respect. You may use HSPS phone support resources for installation and troubleshooting of HSPS hardware Software by purchasing a Customer Service Plan (as defined in the Support Terms and Conditions) or via a pay-per-minute option.
- b. For the avoidance of doubt and as more particularly set forth in Section 10 (Upgrades) of the EULA, after upgrading any HSPS Software, you may no longer use the previous product that formed the basis for the upgrade eligibility.

18. CONFIDENTIAL INFORMATION

You agree that materials of a confidential nature, including but not limited to business, technical, financial or any other information disclosed by HSPS to you pursuant to the Agreement, are the confidential information ("Confidential Information") of HSPS. You agree that you shall not use the Confidential Information of HSPS for any purpose not expressly permitted by the Agreement, and that you shall hold in confidence and shall not disclose to any third party such Confidential Information or the material terms of the Agreement, and shall similarly bind your personnel in writing. You shall not be obligated under this Section 18 with respect to information (that you can document) if it:

- a. Is or has become readily publicly available without restriction through no fault of you or your personnel;
- b. Is received, without restriction, from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or
- c. Was rightfully in your possession without restriction prior to its disclosure by HSPS.

19. MISCELLANEOUS

- a. HSPS assumes no responsibility for, and does not warrant, installation work of third parties, nor assumes responsibility for overseeing or supervising the work of persons other than its own agents or personnel, acting within the scope of agency or employment.
- b. Severability. The invalidity or illegality of all or part of any of the Agreement shall not invalidate the remainder of such Agreement.
- c. Choice of Law and Consent to Jurisdiction. The Agreement shall be construed and governed by the laws of the State of New York and the United States of America, including United States copyright laws. The Federal and state courts resident in New York, New York shall have exclusive jurisdiction to adjudicate any dispute arising under or out of the Agreement. Should you have any questions concerning this Agreement, or if you desire to contact HSPS for any reason, please write to HSPS, 727 E. Utah Valley Drive Suite 500, American Fork, Utah 84003, or call (801) 763-9300.
- d. Costs relating to the following activities shall be your sole responsibility and ARE NOT INCLUDED IN THE PURCHASE PRICE:
 - i. The disconnecting and/or reinstalling of your existing equipment.
 - ii. Changes or additions in plumbing, electrical, or carpentry work.
 - iii. Necessary governmental inspections, approvals, and fees.
 - iv. Union intervention in installation or delivery of equipment.
 - v. Insurance covering the equipment against the above risks, which you hereby agree to maintain with such insurers, in such form and in such amounts as shall, from time to time, be reasonably required by HSPS.
 - vi. Any related costs associated with installation, configuration, upgrade modification, customization, etc. of computer software or hardware.
 - vii. Any costs associated with HSPS visits on-site for any reason.
- e. All purchased training must be completed within 12 months of the date of purchase, otherwise payment for training services are forfeited and are non-refundable. Certified HSPS trainers are independent contractors trained by HSPS. HSPS warrants only that the trainer has passed the necessary requirements for certification and HSPS has certified such trainers to teach.
- f. The Agreement, when accepted by HSPS by signature of 1 of its duly authorized officers/managers, shall constitute the entire agreement between the parties and shall supersede all prior and contemporaneous written or oral negotiations, warranties, representations and agreements. Notwithstanding the foregoing, in the event of a conflict between the Agreement and any other HSPS or affiliate or subsidiaries' form software license agreement, support agreement, purchase or user agreement or service agreement, the terms and conditions set forth in such form agreements shall control. Sullivan-Schein Dental Equipment Sales Specialists (ESS), Technology Sales Specialists (TSS) and Field Sales Consultants (FSC) as well as HSPS Sales and Independent Representatives (IRs) are not authorized to bind HSPS in any way nor make any warranties outside of those stated herein. Oral statements shall not constitute warranties and any oral statements shall not be relied upon nor considered part of the Agreement.
- g. HSPS shall be entitled to disclose and publicize, in the form of customer lists, marketing materials and otherwise, your identity as a client of HSPS and display your logo on its web site.
- h. You represent and warrant that you will, at all times during the term of the Agreement and thereafter, comply with all laws directly or indirectly applicable to you or your organization that may now or hereafter govern the products and services sold by HSPS to you hereunder and use your best efforts to cause all persons or entities under your direction or control to comply with such laws.
- i. Any notice that is required to be given under this Agreement shall be in writing and shall be deemed given by sending to the other party's address on file, as such address may be updated and modified from time to time by providing written notice to the other party, or as otherwise set forth in the Agreement. Any such notice shall be deemed to have been received by the addressee at the time and date when actually delivered or in any event within (a) 1 business day after sending overnight courier service, (b) 5 days after sending pre-paid registered mail or (c) upon receipt of confirmatory electronic transmission after sending by facsimile or email.

20. CONFLICTING TERMS

- a. All orders are accepted and all sales are made subject only to the Terms and Conditions set forth herein, and the Agreement is intended as the final, complete, and exclusive statement of the parties' agreement. No statements, representation, agreements, or changes of any kind or any representations and agreements not incorporated herein shall be considered part of the final definitive Agreement. No course of prior dealings between HSPS and you and no usage of trade

- shall be used to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement.
- b. The Agreement shall not be modified or rescinded by agreement, conduct or waiver, unless specifically agreed to in writing by HSPS.
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Software Terms and Conditions

1. HSPS SOFTWARE END USER LICENSE AGREEMENT (EULA)

The Software EULA is also applicable to and shall govern HSPS Software products. In addition to the General Terms and Conditions, you also agree to be bound by the Software EULAs for any HSPS Software product obtained, licensed and/or installed.

2. SITE LICENSING

- a. Site licenses are sold to organizations that provide dental care at more than 1 site or location or who use more than 1 instance of a practice management database at the same site or location. A site license is required for each site, physical location or place where an additional instance of the database is being utilized. In order to purchase a site license, you must already own an existing license for the Software. You understand and agree that site licenses are granted and registered as a subset of the originally purchased Software license agreement and are subject to the same terms and conditions as outlined in the applicable Software EULA.
 - b. You understand and agree that you are required to purchase corresponding support plans for each site, location or installed instance of a practice management database if you intend to install Software upgrades and receive telephone support for each additional site, location or installed instance.
 - c. You also understand that in order to transfer a site license, which is not accompanied by the main license under which the site license was purchased, HSPS will require that the site license be upgraded to a full license by you, including all corresponding fees and paperwork. Otherwise, the site license is ineligible for transfer.
 - d. DENTRIX and Easy Dental are not implemented or tested for multi-site, single database configurations, and installations where terminal services are used to achieve such a configuration are not supported by HSPS. DENTRIX Enterprise is developed and tested to support multi-site single database configurations. Pricing and licensing for DENTRIX Enterprise is not covered under the Agreement.
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Hardware Terms and Conditions

1. HSPS LIMITED HARDWARE WARRANTY

The Limited Hardware Warranty is also applicable to and shall govern HSPS products that incorporate hardware. In addition to the General Terms and Conditions, you also agree to be bound by the Limited Hardware Warranty for any HSPS hardware product acquired and installed.

2. PRODUCT COMPATIBILITY

Due to the differences in computer systems, hardware solutions (i.e., DENTRIX Dictation, DENTRIX Identity, DENTRIX Voice, etc.) purchased from HSPS may or may not be compatible with your computer system. HSPS cannot guarantee compatibility of all hardware purchased from HSPS with your computer. If you purchase a hardware solution from HSPS and subsequently determine that said solution is not compatible with your computer, you may return the hardware solution within 30 days for a refund of the price you paid for the solution. **less a 15% restocking fee.**

Support Terms and Conditions

1. TERM/TERMINATION

Your subscription to any customer service plan (“Customer Service Plan”) is for 1 year of service (or for 3 years, if selected) beginning as soon as your 30 days of initial free support has passed, provided free support is committed to with the original product order. Your purchase of a Customer Service Plan is a binding contract between you and HSPS, regardless of whether you choose to pay for the subscription in 1 transaction or on a monthly basis. Should you wish to cancel your Customer Service Plan at any time prior to the end of its term, you will be required to fulfill the monetary balance of the contract. Your Customer Service Plan and these Support Terms and Conditions thereunder shall automatically terminate when the license for the HSPS product terminates. In addition, HSPS may terminate the Customer Service Plan and these Support Terms and Conditions thereunder, at any time upon delivery of written notice of such termination to you in the event that you breach any material provision of the Terms and Conditions or Software EULA and fail to cure such breach within 30 days after HSPS delivers notice to you or, in the case of a breach of your payment obligations, within 10 days after delivery of such notice. Upon termination of the Customer Service Plan, HSPS shall invoice you for all fees due for the entire term, and you shall pay such amount immediately upon receipt of invoice.

2. RENEWAL

These Support Terms and Conditions and the Customer Service Plan automatically renew at the end of each term of the plan for an additional 1 year term, unless either party provides the other party written notice of cancellation or a change in term of the Customer Service Plan at least 30 days prior to the end of the then-current term. The Customer Service Plan will renew at the published rate for a 1 year term at the time of renewal. Should you cancel your Customer Service Plan, you will be subject to reinstatement fees if you wish to subscribe again.

3. COVERAGE

HSPS certified technicians are not authorized to provide assistance with software or hardware applications that are not developed by HSPS unless HSPS explicitly provides to the contrary in a writing to you. All HSPS Customer Service Plans only cover assistance and upgrades to Software developed by HSPS. You fully acknowledge and agree to give HSPS reasonable access to your systems as necessary to perform its obligations hereunder.

4. TIMING OF UPGRADES

HSPS makes no warranties, expressed or implied, in regards to the timing or number of upgrades, updates or new releases each year. Furthermore, HSPS does not guarantee the timing, distribution, or delivery of the newsletter.

5. AUTHORIZED PERSONNEL

HSPS recommends that you use a Certified Integration Engineer (“CIE”) trained by HSPS to install hardware and software manufactured or distributed by HSPS. Your use of a non-certified organization may result in limited support availability. Ask your HSPS sales representative for more information. CIEs are independent contractors, not employees or agents of HSPS. HSPS warrants only that the CIE has passed the necessary requirements for certification. HSPS assumes no responsibility or liability for any contract or agreement entered into and between a CIE and you, either written or implied.

6. FEES AND NON-PAYMENT

You shall pay to HSPS the fees in the quote provided by HSPS. Fees are subject to change in the sole discretion of HSPS at any time. Such change in support fees shall become effective for you on the earlier of (i) the 60th day after notice to you of a change in fees or (ii) at the beginning of the next automatic renewal term of your Customer Service Plan; provided that you shall have the right following notice of the change in fees, but prior to the effective date of such change, to discontinue your Customer Service Plan. Non-payment of fees for 90 days constitutes a breach of agreement and your Customer Service Plan may be terminated.

7. eCentral

The basic website (which is included with the purchase of a HSPS Customer Service Plan) includes 3 standard pages of information and is hosted by HSPS. You must contact HSPS in order to initiate this service for your practice and create your basic website. eCentral includes additional electronic services and capabilities for a monthly fee. Ask your sales representative for more information.

8. ONSITE CHARGES

In no event shall HSPS be liable for any vendor’s service charges for on-site service even if you were advised by HSPS that these services may be necessary. You are solely responsible for these charges and the decision to contract for these services is yours.

9. HSPS CUSTOMER SERVICE PLANS

- a. HSPS Customer Service Plans cover the practice management software and related HSPS products and services (e.g., dentiXlinks, DENTRIXVoice, QuickBill, eClaims, etc.) for a single site or installed instance of a practice management database (See Section 2 (Site Licensing) under the Software Terms and Conditions). Support for other hardware, installed operating systems, or third-party programs or utilities, are not covered under these plans.
- b. HSPS Customer Service Plans do not cover shipping or other service-related costs. You may be billed for shipping and handling fees with every upgrade, enhancement or other release you receive.
- c. HSPS Customer Service Plans do not cover nor include on-site service, which may be contracted for through a CIE or other third party provider at your additional cost.

10. OTHER CUSTOMER SERVICE PLANS

HSPS may sell Customer Service Plans for third party companies (i.e., Dexis). These plans are sold and renewed as a purchasing convenience to you. All details and requirements for these plans are subject to and maintained by the third party company for which the plan was sold. HSPS is not responsible for the content, quality, fulfillment or any other related plan details and all related issues should be directed to the specified third party company for which the plan was purchased.

11. REINSTATEMENT AND UPGRADES

If you have previously subscribed to an HSPS Customer Service Plan, but have not kept the plan active, additional reinstatement and upgrade fees may apply. Software upgrades will be shipped to you as soon as all reinstatement, upgrade and plan fees are received in full. Please contact HSPS for additional pricing information and any fees that may apply.

Henry Schein Practice Solutions

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The license hereunder is effective until terminated. HSPS may terminate this Software EULA at any time if you are in breach of any of its terms and conditions.

Upon termination, you shall:

- a. **Return the media containing the Software together with all Documentation to HSPS;**
- b. **Destroy any and all copies of the Software or any portions of it which have not been returned to HSPS, including copies resident in computer memory; and**
- c. **Certify to HSPS in writing that you have retained no copies of the Software and Documentation or any portion thereof.**

Upon any termination of this Software EULA, HSPS shall invoice you for all accrued fees and all reimbursable expenses and you agree to pay the invoiced amount immediately upon receipt of such invoice.

6. ELECTRONIC SERVICES PROVIDED BY HSPS (VIA NATIONAL INFORMATION SERVICES)

a. PATIENT INFORMATION

Electronic services provided by HSPS stores confidential patient information on secure servers (hereafter designated as the "Servers"). State and Federal laws, as well as ethical and licensure requirements of your profession, may impose obligations with respect to patient confidentiality that may limit your ability to make use of certain services or to transmit certain information to third parties. You represent and warrant that you will, at all times during the term of this Software EULA and thereafter, comply with all laws directly or indirectly applicable to you or your organization that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of patient information, and use your best efforts to cause all

persons or entities under your direction or control to comply with such laws. You are, at all times during the term of this Software EULA and thereafter, solely responsible for obtaining and maintaining or verifying that you or your organization has obtained and is maintaining all patient consents and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view patient information you transmit and store in connection with the Servers and the associated services. You agree that HSPS, our licensors, and all other persons or entities involved in the operation of services provided through the Servers, have the right to monitor, retrieve, store and use patient information in connection with the operation of such services, and are acting on your behalf in transmitting patient information. HSPS will use commercially reasonable efforts to maintain the confidentiality of patient information you transmit and to prevent the disclosure of such information to third parties except in connection with the transmission, storage, retrieval, and disclosure of such information on your behalf and except as may be required or permitted by law. HSPS reserves the right to use and disclose to third parties information gathered during your use of the Servers for purposes required by or compliant with all applicable laws; such disclosures to third parties will be in the form of aggregate data only (such as overall patterns or demographic reports) and shall not include any personally-identifiable information (as defined by law). HSPS CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR YOUR USE OR MISUSE OF PATIENT INFORMATION OR OTHER INFORMATION TRANSMITTED, UPLOADED, OR STORED USING THE SERVERS OR THE SERVICES AND SHALL NOT BE HELD LIABLE FOR ANY DAMAGES RESULTING FROM YOUR USE OR MISUSE OF THIS INFORMATION. FURTHERMORE, YOU AGREE TO INDEMNIFY HSPS FROM ANY CLAIM, ACTION, OR CAUSE, TORT OR OTHERWISE, THAT MAY BE BROUGHT AGAINST YOU OR HSPS IN THE EVENT THAT PATIENT INFORMATION IS COMPROMISED DUE TO YOUR NEGLIGENCE OR MISCONDUCT, INCLUDING FAILURE TO SECURE IDS AND PASSWORDS. YOU ALSO AGREE TO INDEMNIFY HSPS FOR DAMAGES RESULTING FROM YOUR FAILURE TO USE OR CONTROL AUTHORIZATION OF USER PASSWORDS AND FOR ANY USER BREACH OF THIS SOFTWARE EULA.

b. SCOPE OF OFFER

HSPS reserves the right to change, alter, or discontinue any services or the pricing of any services at any time with prior written notification.

c. SECURED ACCESS

The Servers require a user ID and password to access and use it. Certain services may require additional codes. You are solely responsible for maintaining the strict confidentiality of the user IDs, passwords and codes (collectively hereinafter, "IDs") HSPS assigns to you and those assigned to your patients, and for ensuring that only authorized personnel use appropriate IDs and any charges, damages, or losses that may be incurred or suffered as a result of your failure to do so are your sole responsibility. HSPS is not liable for any harm related to the theft of your IDs or any of your patients' IDs, your or any patients' disclosure of your IDs or any patients' IDs, or your or any patients' authorization to allow another person or entity to access and use the Servers using your IDs or any patients' IDs. You agree to immediately notify us of any unauthorized use of your IDs or any patients' IDs or other need to deactivate an ID due to security concerns.

d. SECURITY AND SECURE MAIL

HSPS will endeavor to use appropriate security measures to protect the confidentiality of patient information on the Servers. HSPS will use encryption technology (e.g. 3.0 Secure Socket Layer protocol with 128-bit public key encryption technology) in arranging for the transmission of patient information. While HSPS will use encryption technology, HSPS does not guarantee system security or the confidentiality of patient information. You acknowledge and agree that no form of encryption is fool proof. The Secure Mail Service permits you to upload patient information over the Internet. The Secure Mail Service is described as "secure" because the text of the e-mail message is encrypted (as described above). YOU ACKNOWLEDGE AND AGREE THAT THE TEXT OF E-MAIL MESSAGES SENT TO RECIPIENTS WHO ARE NOT WITHIN THE HSPS SECURE MAIL NETWORK, AND ALL ATTACHMENTS TO THESE MESSAGES, ARE NOT SECURE. You will hold harmless HSPS, its affiliate companies, Henry Schein, Inc., and its stockholders in the event that the Servers' security and the data contained therein is compromised as a result of your actions or inactions. You also agree to use best efforts in an effort to ensure that the text of your e-mail messages and all attachments to your e-mail messages are completely secure.

7. LIMITED SOFTWARE WARRANTY

YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF THE PRODUCT AND FOR VERIFYING THE RESULTS OBTAINED FROM ITS USE. HSPS DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE OF THE PRODUCT, OR REGARDING THE FUNCTIONALITY, RELIABILITY, MERCHANTABILITY OR PERFORMANCE OF THE PRODUCT, OR THAT THE OPERATION OF THE PRODUCT WILL BE WITHOUT INTERRUPTION OR ERROR-FREE.

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After upgrading any HSPS Software, whether in the same product family (e.g., Easy Dental 2005 to Easy Dental 2007) or across product families (e.g., Easy Dental 2007 to DENTRIX G2), you may no longer use the previous Product that formed the basis for the upgrade eligibility. The previous Product retains no license and therefore can not be transferred, sold, or utilized on any other hardware or in any other form. Any use of the previous Product is a violation of this Software EULA and could be subject to prosecution.

11. FORCE MAJEURE

In addition to the Force Majeure provision set forth in Section 14 (Force Majeure) of the General Terms and Conditions, HSPS shall have no liability for unauthorized use of the Product or Internet inaccessibility or failure.

12. GENERAL

You agree that the Agreement constitutes the entire agreement between you and HSPS and supersedes any prior agreement or any other communications relating to the use of the Product. It shall not be modified except in writing signed by an authorized representative from the HSPS corporate headquarters. Amendments will also be included in subsequent Software releases for review upon installation. New Products and upgrades are released at the discretion of HSPS. Your continued use of the Software thereafter will indicate your agreement to the amendments. Amendments will apply to your existing account as well as to future transactions. In addition to Section 19(i) of the General Terms and Conditions, notice shall be deemed given by sending to address on user's receipt of Product upgrades.

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Hardware Disclaimer Notice: Computer hardware, operating systems, networks, and any associated warranties are your sole responsibility. HSPS assumes no responsibility or liability for installation, maintenance, support warranties or services and you are required to purchase these Products or services as desired. HSPS publishes System Requirements which should be referenced prior to purchasing hardware or software in order to achieve acceptable software function and performance.

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LIMITED HARDWARE WARRANTY

HSPS LIMITED HARDWARE WARRANTY

HSPS warrants under this Limited Hardware Warranty ("Limited Warranty"), also known as the manufacturers' warranty, that the hardware (including DENTRIX Identity Keyboards, DENTRIX Identity Finger Scanner, DENTRIX Voice Headset, and Interlink ePad), acquired by you (the purchaser) at the time of delivery of this Limited Warranty, shall be free from defects in materials or workmanship under normal use and service for 90 days from the date of shipment ("Warranty Period") by HSPS. If a defect in materials or workmanship occurs in the purchased hardware during the Warranty Period, HSPS shall replace or repair at no cost to you, or at its option, issue credit for the purchased hardware. HSPS's obligations under this Limited Warranty and your sole and exclusive remedy with respect to the hardware are limited to repair, replacement or credit, as set forth herein. This Limited Warranty shall be voided by (i) misuse, abuse, neglect, act of God or nature, modification or alteration other than by HSPS, (ii) faulty installation or repair by any person or entity not certified by HSPS, as determined by HSPS in its sole discretion, or (iii) any other circumstance beyond HSPS's control, affecting the hardware.

No employee, representative or reseller is authorized to change this Limited Warranty in any way or to grant any other warranty with respect to the hardware delivered pursuant to this Limited Warranty. HSPS reserves the right to change or modify at any time any product or any material used in fabrication of products, or to discontinue the manufacture of any product, without any liability with respect thereto.

Service under this Limited Warranty shall be provided only (a) to the original purchaser of the purchased hardware (b) if notice of any defect is provided to HSPS during the Warranty Period, and (c) if inspection by HSPS reveals a valid claim under this Limited Warranty. In the event the hardware sold to you fails to conform to the Limited Warranty, you agree to give HSPS written notice of such nonconformance within 30 days of discovery of the defect (or when the defect should reasonably have been discovered), and in any event notification must be made within the Warranty Period, or you waive any rights with respect to the hardware.

Within a reasonable time after HSPS has received such written notice, HSPS may grant permission for a return and send you a RMA form. HSPS will not accept hardware for repair, replacement or credit, unless you have (a) provided written notice to HSPS within the Warranty Period as to the failure of conformance of the purchased hardware with this Limited Warranty, (b) HSPS has granted permission for such a return, and (c) you have received an RMA form issued by HSPS.

HSPS may use either new or factory refurbished hardware at its sole discretion in making any replacement under this Limited Warranty. Time expended by HSPS for replacement deliveries shall not interrupt or prolong the term of this Limited Warranty. Replacement hardware will assume the balance of the original hardware's remaining Warranty Period or 60 days, whichever is longer.

Within a reasonable time after your return of the non-conforming hardware to HSPS, HSPS will, upon verification of non-conformance and resulting coverage under this Limited Warranty of the defective hardware, repair or replace the defective hardware or at the sole discretion of HSPS, refund the purchase price of such portion of the hardware which is rendered unusable as a result of such non-conformance.

HSPS's sole liability of any claim arising out of the sale of hardware or its replacement of defective goods, whether in contract, warranty, tort or otherwise, shall be limited to the purchase price of the hardware that proves defective. In no event shall HSPS be liable, and you shall hold HSPS harmless from any damages, direct, indirect, consequential or other, whether resulting from HSPS's negligence or otherwise, arising out of, in connection with, or resulting from the hardware sold to you and any and all claims actions, suits and proceedings which may be instituted in respect to the foregoing, including those made by subsequent owners and all users of the hardware. In the event the remedies provided by the Limited Warranty fail of their essential purpose, HSPS's liability shall nonetheless solely be limited to the refund of whatever portion of the purchase price has been paid with respect to the defective hardware.

Computer hardware, operating systems, networks, and any associated warranties, including non-HSPS hardware is your sole responsibility. HSPS assumes no responsibility or liability for installation, maintenance, support, warranties or services and you are required to purchase these products or services as you see fit or desirable.

As computer hardware, networks, operating systems and software technologies continue to advance, it is HSPS's desire to take advantage of these advances and leverage and incorporate them as they relate to the hardware and software products and services that HSPS sells. As set forth in Section 17(a) of the General Terms and Conditions, as a result, in order for you to realize the maximum benefit of HSPS products and services, you may be required to upgrade your existing computer hardware, network infrastructure or operating systems from time to time in order to access or use the hardware and related software solutions. HSPS is not responsible for costs or services associated with installations, upgrades or evaluations in any respect. You may use HSPS phone support resources for installation and troubleshooting of HSPS hardware (and related Software) by purchasing a Customer Service Plan (as defined in the Support Terms and Conditions) or via a pay-per-minute option.

THE LIMITED GENERAL WARRANTY (SET FORTH IN THE GENERAL TERMS AND CONDITIONS) AND THIS LIMITED WARRANTY ARE NON-TRANSFERABLE AND ARE EFFECTIVE ONLY FOR THE ORIGINAL PURCHASER OF THE HARDWARE ACCOMPANIED BY THIS LIMITED WARRANTY.

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