

HENRY SCHEIN ONE ELECTRONIC COMMERCE SERVICES
TERMS AND CONDITIONS

These Terms and Conditions (as amended from time to time, this "Agreement") is between Henry Schein One, LLC, a Delaware limited liability company (collectively, "Company," "we," or "us") and the purchaser identified on the applicable order form ("Customer," "you," "your" and, such order form, the "Order Form") and governs Customer's use of the Services (as defined below).

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE HENRY SCHEIN ONE SERVICES AND ASSOCIATED SOFTWARE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT SUCH AS TEXT, INFORMATION, IMAGES, APPLICATIONS, TEMPLATES, SOFTWARE, FEATURES, UPDATES, AND OTHER INFORMATION, SERVICES AND MATERIALS (COLLECTIVELY, THE "SERVICES"). BY ACCESSING OR USING ALL OR ANY PORTION OF THE SERVICES, CUSTOMER ACKNOWLEDGES ITS ACCEPTANCE OF THIS AGREEMENT AND REPRESENTS THAT CUSTOMER IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF ITSELF AND/OR ITS ORGANIZATION. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER IS NOT PERMITTED TO USE THE SERVICES, AND CUSTOMER MUST CEASE USE OF AND ACCESS TO THE SERVICES IMMEDIATELY.

1. License Grant

Subject to and conditioned on Customer's continued compliance with this Agreement, Company hereby grants to Customer, during the Term of this Agreement, a non-exclusive, non-transferable, worldwide right to use the Services, solely for Customer's own internal business purposes. All rights not expressly granted to Customer hereunder are reserved by Company.

Subject to any applicable cure period expressly provided herein, Customer's right to use the Services shall terminate immediately upon the occurrence of any of the following: (i) Customer's breach of any term of this Agreement, or (ii) Customer's failure to make any payment when due.

2. Ownership of Intellectual Property Rights

This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services. Company (and its successors or assigns, or its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the Services, including all related technology, source codes, software components, and content (other than Customer Data, as defined below), and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating thereto. The trademarks, trade names, service names, and logos associated with the Services are the sole property of Company, its affiliated companies, and/or its licensors, and Customer shall gain no rights therein other than the limited right of use for Customer's internal business purposes as stipulated in this Agreement. The Henry Schein One name, logo, and the product names associated with the Services are trademarks of Company or its affiliated companies, and no right or license is granted to use them.

Customer retains all intellectual property rights to Customer Data stored by Customer on the Services.

3. Third-Party Services

In order to access and use the Services, Customer may be required to subscribe to product and/or service offerings of certain third-party providers ("Third-Party Service(s)"). Customer acknowledges that in order to access and use the Services, Customer may be required to agree to and execute agreements with third-party providers who may charge Customer fees in addition to the fees and charges imposed by Company.

Company will not be responsible for any loss or damage incurred as a result of Customer's use of Third-Party Services, regardless of whether Customer was directed by Company to such Third-Party Services. References made by Company to a Third Party Service shall not be construed as Company's approval or endorsement of such Third-Party Service.

4. Restrictions on Use

Customer shall not: (a) sell, resell, transfer, assign, sublicense, grant a security interest in, or otherwise attempt to transfer any right in the Services in any way; (b) modify, create derivative works based on, or in any manner commercially exploit the Services, in whole or in part; (c) reverse engineer or access the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Services, or (iii) copy any ideas, features, functions, or graphics of the Services. Any use of the Services for any purpose other than as specifically permitted herein or without our prior written consent or the prior written consent of Company, is expressly prohibited.

Customer shall not use the Services (i) in violation of the rights of any third party or applicable law, rule, or regulation; (ii) to send spam, "junk mail," unsolicited messages, or other forms of solicitation in violation of applicable laws; (iii) to send or store obscene, vulgar, libelous, defamatory, tortuous, unlawful, misleading, inaccurate, or false material, including material harmful to minors or violative of third-party publicity or privacy rights; (iv) to promote illegal activities; (v) to send or store material, which infringes any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any person or that Customer does not have a right to make available under any law or under contractual or fiduciary relationship; (vi) to send or store material that is malicious, threatening, abusive, harassing, hateful or harmful to any person or entity, discriminatory based on race, sex, religion, nationality, disability, sexual orientation, age or other basis established by law or is otherwise indecent; (vii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs; (viii) to interfere with or disrupt the Services or the data contained therein; (ix) to attempt to gain unauthorized access to the Services or its related systems or networks; or (x) to use the Services, including the content, intellectual property, technology, trademarks, or service marks for any commercial purpose without Company's prior written consent.

5. Access

Access to the Services will be made available after receipt of the Order Form and completion of any applicable implementation and/or configuration process.

The Services are intended to require a user ID and password to access and use. Customer is solely responsible for maintaining the confidentiality of the user IDs and passwords (collectively, "IDs"). Customer shall be liable for any charges, damages, or losses that may be incurred or suffered as a result of Customer's failure to do so. Company will not be responsible for any harm that Customer may incur from: (a) the theft of IDs; (b) Customer's disclosure of IDs; or (c) another person's or entity's access to and use of the Services using Customer's IDs, either with or without Customer's knowledge. Customer agrees to immediately notify Company of any unauthorized use of IDs or any need to deactivate IDs due to security reasons, or in the event Customer suspects that IDs have been lost, stolen, compromised or otherwise misused.

Customer shall not access, use, or tamper with the Services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Services. In no event shall Company be liable for any charges, damages, or losses that may be incurred or suffered as a result of Customer's failure to do so.

6. Compliance with Laws

Customer is responsible for all activity occurring under Customer's account(s) and shall abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with Customer's use of the Services, including those related to privacy, data protection, international communications, and the transmission of technical or personal data, including but not limited to the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act (collectively referred to herein as "HIPAA"), the General Data Protection Regulation (EU) 2016/679 (the "GDPR") and the ePrivacy Directive 2002/58/EC (the "ePrivacy Directive") as implemented by countries within the European Economic Area, and the Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"). Customer shall ensure that any international transfer of personal data is in compliance with all applicable laws and regulations, including but not limited to the GDPR and PIPEDA. Customer shall: (i) notify Company immediately of any known or suspected breach of security; (ii) immediately report to Company and use reasonable efforts to immediately stop any copying or distribution of content that is known or suspected by Customer or others to violate this Agreement or the intellectual property rights of

third parties; and (iii) not impersonate another user or provide false identity information to gain access to or use the Services.

By using the Services, Customers agrees to the terms of the Henry Schein One Business Associate Agreement and, where applicable, the Henry Schein One Data Processing Addendum.

7. Customer Data

Customer shall retain all right, title, and interest to patient and/or client data and other information and content through the Services (collectively, "Customer Data"), subject to Company's right to use Customer Data for the purposes of providing the Services to Customer. Customer also grants Company the right to receive, use, and disclose Customer Data for additional business purposes, provided that when disclosing the Data for purposes unrelated to the Services, the Data shall be de-identified so that it is not identifiable to any particular patient and/or client of Customer, but may be identifiable to Customer's practice.

Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and right to the use of Customer Data, submitted, posted, transmitted or made available through Customer's use of the Services. Customer acknowledges and agrees that Company does not control or monitor Customer Data nor does Company guarantee the accuracy, integrity, security, or quality of such Customer Data. Company will not be liable for: (a) the deletion, correction, destruction, damage, loss, or failure to store any Customer Data; or (b) the improper or erroneous upload or extraction of any Customer Data. Company reserves the right to withhold, remove, and/or discard Customer Data without notice as a result of Customer's breach of this Agreement.

If Company on its own or through any third party has notice that Customer Data is in violation of any law or infringes the rights of any third party, Company shall have the right to immediately suspend Customer's access to the Services and the Data. Company may, in its sole discretion, refuse to post, remove, or require Customer to remove, any Customer Data, in whole or in part, alleged to be in violation of the rights of any third party or applicable law, rule, or regulation.

This Section shall apply notwithstanding any contrary terms contained in this Agreement or any other written agreement between the parties, including the Business Associate Agreement entered into in connection herewith.

8. Customer's Responsibility for Patient Information, Hosted Websites, and Transmitting Messages

8.1 Patient Information

The Services provided may enable Customer to upload and store confidential patient information to a site hosted by Company (hereafter designated as the "Hosted Site"). State and Federal laws, as well as ethical and licensure requirements of Customer's profession, may impose obligations with respect to patient confidentiality that may limit Customer's ability to make use of certain Services or to transmit certain information to third parties. Customer represents and warrants that Customer will comply with all laws directly or indirectly applicable to Customer or its organization that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of patient information, including but not limited to HIPAA, and will use its best efforts to cause all persons or entities under Customer's direction or control to comply with such laws. Customer is solely responsible for obtaining, maintaining, and verifying that Customer or its 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 Customer transmits, and stores in connection with the Hosted Site and the Services. Customer agrees that Company, its licensors, and all other persons or entities involved in the operation of the Services, have the right to monitor, retrieve, store, and use patient information in connection with the operation of the Services, and is acting on Customer's behalf in transmitting patient information. Company will use commercially reasonable efforts to maintain the confidentiality of patient information Customer transmits 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 Customer's behalf and except as may be required or permitted by law.

COMPANY CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR CUSTOMER'S USE OR MISUSE OF PATIENT INFORMATION OR OTHER INFORMATION TRANSMITTED, UPLOADED, OR STORED USING THE HOSTED SITE OR THE SERVICES.

CUSTOMER AGREES TO INDEMNIFY COMPANY, ITS PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, PARTNERS, AND AFFILIATES FROM ANY CLAIM, ACTION, OR CAUSE THAT MAYBE BROUGHT AGAINST CUSTOMER IN THE EVENT THAT PATIENT INFORMATION IS COMPROMISED DUE TO ITS NEGLIGENCE OR FAILURE TO SECURE IDS.

8.2 Terms of Use and Privacy Policy on the Hosted Site

Customer is responsible for having certain policies, including but not limited to a Terms of Use and a Privacy Policy, in the Hosted Site. The Terms of Use must designate Company as third-party beneficiary and must, at a minimum, contain: (a) ownership of intellectual property, (b) limitations of liability, (c) disclaimers of warranty, and (d) indemnification provisions each for the benefit of Company and that are at least as favorable to Company as contained in this Agreement. The Privacy Policy must, at a minimum: (a) disclose any and all uses of personal information that you collect from users; and (b) include a description of the collection and use of Customer Data.

8.3 Consent to Transmit Messages

Customer may use the Services to use or transmit Customer Data or direct the Services to make contacts via any channel (in either case, "Messages") to, or with, recipients of the Messages (the "Recipients"). Customer is solely responsible for securing any and all consents or authorizations from Recipients that may be required by applicable law including for transmitting Messages through the Services.

For the avoidance of doubt, in Customer's use of the Services, Customer represents and warrants that:

(a) Customer has the legal right to use all Customer Data and to send all Messages to Recipients (after obtaining appropriate consents from Recipients) and the content, timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations, including, but not limited to, HIPAA, the GDPR, the ePrivacy Directive, the Telephone Consumer Protection Act and implementing regulations at 47 CFR Part 64, Subpart L, (collectively, "TCPA"), the CAN-SPAM Act of 2003 ("CAN-SPAM"), and the Canadian Anti-Spam Law ("CASL").

(b) Customer has obtained all required consents and/or authorizations, as may be required by HIPAA, the GDPR, the ePrivacy Directive, the TCPA, CAN-SPAM, CASL, or other applicable law or regulation, prior to using Customer Data. Customer will not transmit or allow to be transmitted any Customer Data or Messages for which Customer does not have legally sufficient consent or authorization from Recipient.

(c) Customer has implemented policies and procedures to honor a Recipient's request to opt-out of any Messages, campaign, or program transmitted by Customer through the Services.

(d) In the event that a Recipient notifies Customer that he or she has revoked his or her consent or authorization, as may be required for Customer to transmit Messages through the Services, Customer shall immediately cease to utilize the Services to transmit Messages to such Recipient and implement any and all steps that are required to deactivate any script or automated delivery of Messages scheduled to be sent to such Recipient.

8.4 Use of the Service to Transmit Messages

Customer acknowledges and agrees that Customer is the transmitter of all Customer Data and Messages and Company is merely acting at Customer's direction as a technology conduit for the transmission of such Customer Data and Messages and that Company assumes no responsibility or liability relating to or arising from Customer's practices for obtaining legally-sufficient consents for use of Customer Data and transmission of Messages.

9. **Call Recording**

Company may record: (a) calls between Customer and Company's agents and/or employees regarding the Services, including for purposes of providing technical support ("Service Calls"); and (b) incoming calls, on Customer's behalf as a Service, including but not limited to, calls from Customer's prospective clients (the "Inbound Calls" and, collectively with Service Calls,

“Call Recording”). Customer consents to Call Recording and acknowledges that Customer is solely responsible for providing and/or obtaining all legally required notices and consents from its agents, employees, patients, and customers who may be recorded in a Service Call or Inbound Call (the “Recorded Persons”). Customer agrees to provide and/or obtain all legally required notices and consents from the Recorded persons and to comply with all applicable laws, rules, and regulations regarding call recording, monitoring, and privacy. Customer shall assume all responsibility and liability for Call Recording, including any preclusion of the applicability of a privilege (including, but not limited to, doctor-patient or attorney-client privilege) with respect to information from Recorded Persons collected during the Call Recording.

10. Fees

The fees for the Services and any additional products or services provided hereunder shall be specified in the Order Form (the “Fees”). Unless otherwise specified in the Order Form, the Fees will be charged on a monthly basis and shall be due in the month following the month such Fees were incurred. Any additional charges, including set-up, implementation, and other one-time Fees, shall be due on the date that Customer signs the Order Form. All Fees due under this Agreement and in the Order Form are in United States Dollar.

Company reserves the right to modify the Fees at any time upon notice (provided that prior notice will not be required if pricing increases are due to domestic rate changes or other events beyond Company’s control), and such changes or modifications may be provided by an email message to Customer, or in such other form of communication as may be designated by Company from time to time.

Customer agrees to provide Company with a valid credit card number or checking account number, unless otherwise designated in the relevant Order Form, to which Company will automatically charge all Fees as they become due.

If payment by Customer’s credit card or other payment method is denied, or Customer otherwise fails to make any payments owing to Company, Company may, at its sole discretion, suspend or terminate Customer’s access to the Services and/or terminate this Agreement. Interest charges of 1% per month (or the highest rate permitted by law if lower than 1% per month) calculated daily and compounded monthly will apply to any unpaid balance which is more than thirty (30) days overdue. Customer shall reimburse Company for all reasonable costs incurred by Company in collecting any late payments or interest, including attorney’s fees, court costs, and collection agency fees.

Company reserves the right to impose a reconnection fee in the event Customer requests to resume access to the Services after a previous termination of access.

11. Taxes

All Fees are exclusive of taxes. Customer shall be responsible for any and all taxes related to this Agreement. Customer shall indemnify, defend and hold harmless Company and its officers, employees, and agents for any and all losses, costs, expenses, and liabilities (including but not limited to taxes, judgments, penalties, and interest) associated with taxes found to be applicable to Customer and due from Customer with respect to the Services, or any portion thereof, or otherwise due in connection with this Agreement (other than with respect to taxes due on the income of Company).

12. Term and Termination

This Agreement shall commence on the date of availability of the Services and will remain in effect for an initial term of twelve (12) months (the “Initial Term”). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms (each, a “Renewal Term”, and together with the Initial Term, the “Term”) equal in duration to the Initial Term at the then-current Fees, unless Customer provides Company with written notice of Customer’s election not to renew at least thirty (30) days prior to the expiration of the then-current Term. Customer may alternatively call Company’s support line to terminate the Agreement or to downgrade the Services in accordance with this Section 12.

ALL FEES ASSOCIATED WITH THE SERVICES ARE NON-REFUNDABLE. Customer is solely responsible for keeping Customer’s contact and payment information current. Customer hereby authorizes Company to continue billing its credit card on file,

unless otherwise designated in the relevant Order Form, unless and until Customer cancels its subscription to the Services. In the event that Company is unable to collect the Fees from Customer's credit card or other payment method, Customer shall remain responsible for any uncollected amounts in accordance with Section 10 above. Customer may during the term of the Agreement seek to change the level of support provided under the Dentrix Support Contract. If Customer seeks to downgrade the services from one level of customer support to a lower one, Customer may pay a downgrade fee equal to one month of the cost of the higher support plan. If Customer is seeking to terminate the contract early, Customer may be subject to an early termination fee equal to the remaining balance of fees for the twelve (12) month contract or any renewal term.

In the event of breach of any provision of this Agreement, the non-breaching party shall notify the breaching party in writing of the specific nature of the breach and shall request that it be cured. If the breaching party does not cure the breach within thirty (30) days of such notice, the non-breaching party may immediately terminate this Agreement on written notice to the breaching party,

Customer agrees and acknowledges that Company has no obligation to retain Customer Data following the expiration or earlier termination of this Agreement and may delete such Customer Data in accordance with HIPAA data retention policies without prior notice.

13. Confidentiality

Unless expressly authorized in writing by the other party, neither party shall disclose to any third party any Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. Confidential Information means any non-public information and/or materials provided by a party under this Agreement to the other party and reasonably understood to be confidential.

14. Disclaimer of Warranties

THE SERVICES AND ALL CONTENT IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS DISCLAIM ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING AND EXCEPT AS SPECIFICALLY STATED HEREIN, COMPANY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, (B) THE SERVICES WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICES WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; NOR DOES COMPANY OR ITS LICENSORS MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

15. Indemnification

Customer agrees to defend, indemnify, and hold Company, its parents, members, subsidiaries, officers, directors, employees, licensors, partners, and affiliates harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (a) a claim alleging that any Customer Data, whether provided by Customer or its affiliates, infringes the rights of, or has caused harm to, a third party; (b) a claim, which would constitute a violation by Customer of its representations and warranties made herein; (c) a breach by Customer of this Agreement; (d) a claim arising from Customer's contravention of any applicable local, state, national, or foreign law or regulation; (e) a claim arising from any products or services that Customer offers on or through the Services; or (f) a third-party claim arising from Customer's use of the Services.

16. Limitation of Liability

IN NO EVENT SHALL COMPANY, ITS PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, PARTNERS, AND AFFILIATES BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL, EXEMPLARY, OR OTHER DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY, LOST PROFITS, AND COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF COMPANY SHALL BE LIMITED TO THE AMOUNT PAID TO COMPANY BY CUSTOMER HEREUNDER DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

17. Force Majeure

Company will not be responsible for any delay, interruption, or other failure to perform under this Agreement due to acts beyond its reasonable control ("Force Majeure Events"). Force Majeure Events include, but are not limited to: natural disasters; power surges or failures; wars, acts of military authorities, riots, terrorist activities, and civil commotions; activities of local exchange carriers; inability to secure raw materials; transportation facilities; fuel or energy shortages; unavailability of telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of Company.

18. Additional Terms for Specific Services

18.1 Trial Services

If Customer registers for a trial use of the Services (a "Trial Period"), Customer must decide to purchase the Services within the Trial Period in order to retain any content that Customer has posted or uploaded during the Trial Period. If Customer does not purchase the Services by the end of the Trial Period, any applicable content will no longer be available and Customer cannot access or retrieve any of the data added or created during the Trial Period.

18.2 Quickbill

Customer hereby authorizes Company to print and send patient bills, and Customer appoints Company to be its agent, when necessary, for the sending of patient bills. All pricing is per submission, and prices are subject to change in accordance with Section 10 above. Unless otherwise stated on the Order Form, the price for each statement is a statement fee indicated on the Order Form plus the published rate of First Class postage by the United States Postal Service.

18.3 eBack Up

During the Term, Company shall provide online backup services and associated software. In connection with providing such Services, if Customer maintains over thirty (30) gigabytes of data or if Customer has a slow internet connection (as determined by Company in its sole discretion), Company may request that Customer initially back up its data on a remote server provided by Company. If so requested by Company and after receipt of the remote server, Customer shall immediately copy the data to be backed up onto such remote server and return such remote server to Company at the specified address. Customer agrees to return the remote server to Company in good condition immediately upon completion of the baseline backup and not to exceed three (3) days or such other period set by Company. If the remote server is damaged or not returned within such period, Company shall have the right to charge Customer's credit card or checking account a late fee of \$100 per day or an amount equal to the replacement cost of such remote server and software included on such server. If Customer fails to return the remote server with at least thirty (30) gigabytes of data, Company shall have the right to charge Customer's credit card or checking account for all shipping charges plus \$100 per day. Customer acknowledges and agrees that the remote server is being offered for its convenience and Company shall not be responsible if such remote server is damaged or any data is lost or otherwise inaccessible. Upon termination, Company may immediately remove all of Customer's data and information from Company's facilities and Customer shall have no right to copy or download such data or information, and,

in such event, all such information and data, including all copyrighted or copyrightable material therein, shall then become the property of Company. If Customer desires to obtain a copy of its backup data, Company will provide such copy to Customer in compact disc or DVD format for a fee of \$50 per disk, or on a USB 2.0 external hard drive for a fee of \$300. Such fees are subject to adjustment from time to time at Company's sole discretion.

18.4 eCentral

Customer acknowledges and agrees: (a) that access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where the recipient has requested Medicaid payment for medical services; (b) that verification of eligibility under the Services is not a guarantee of payment and the records as to the recipient's eligibility status shall be final authority; (c) to indemnify and hold harmless each State, its agents and employees, from any and all claims by Customer or any Medicaid recipient who is aggrieved by the actions of Company or Customer; and (d) to abide by all applicable federal and state regulations regarding confidentiality of information.

18.5 eClaims

Customer hereby appoints Company (or its assignee) to be its agent when necessary for the submission of its insurance claims. Company will debit the provider the monthly rate per electronic paper claim listed on the Order Form, subject to a minimum billing per month of \$15.00 beginning in the first full month following sixty (60) days of receipt of the Order Form. Customer acknowledges that if Customer's social security number or tax identification number changes, it is Customer's responsibility to contact Company and provide updated information. Failure to do so will result in rejected claims.

18.6 Email Finder

Customer may be subject to an additional monthly service fee for Email Finder. All pricing is per valid email returned each month, and prices are subject to change in accordance with Section 10 above. Company may work with a third-party provider to provide Email Finder and Customer's use of Email Finder is subject to Section 3 above.

18.7 Print Product

Customer acknowledges and agrees: (a) that Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and right to the use any content submitted in connection with the Print Product; and (b) in the event that Customer submitted incorrect content, Customer shall pay any associated correction fees.

18.8 Listing Service

Company may offer a complimentary listing service (the "Listing Service") under which Customer's business information and client and/or patient reviews (collectively, "Customer Business Information") are submitted to search engines, indexes, and other third-party websites (collectively, "Third-Party Websites"). Customer agrees: (a) to participate in the Listing Service; and (b) to allow Company to submit and register Customer Business Information with Third-Party Websites. Company does not guarantee the acceptance of such submissions by Third-Party Websites. Customer may request in writing to remove Customer Business Information from websites that are controlled by Company; provided, however, that Company is not obligated to request Third-Party Websites to remove such Customer Business Information. Additional tools may be made available by Third-Party Websites to Customer and Company will not be responsible for any loss or damage arising out of Customer's use of such tools.

In addition to the terms of this Agreement, Customer shall agree to the terms of Company's Public Review Policy, as may be amended by Company from time to time. Company may immediately terminate Customer's participation in the Listing Service, and/or this Agreement, upon Customer's breach of the Public Review Policy. Upon termination of this Agreement by either party, Customer Business Information may remain in any data feeds provided to Third-Party Websites under the Listing Service.

If Customer cancels its subscription to the Services, Company may remove Customer Business Information from websites

controlled by Company. Company reserves the right to terminate the Listing Service, at any time, for any reason or no reason.

18.9 Henry Schein One Connect for Facebook

By subscribing to the Henry Schein One Connect for Facebook, Customer agrees to pay any additional installation and monthly subscription fee(s) in connection with the Henry Schein One Connect for Facebook subscription. Such subscription will automatically renew at the then-current subscription rate, along with the renewal of this Agreement, unless Customer provides notice of non-renewal in accordance with Section 11 above. Company will not be responsible for, and makes no warranty as to, the content published on Customer's Facebook pages, or any other matter related to Customer's use, or that of others, of Facebook, its applications, features, and functions.

19. **General Provisions**

19.1 Entire Agreement

This Agreement, including the Order Form constitutes the entire agreement between Customer and Company with respect to the subject matter hereof and shall supersede any prior agreements, negotiations, understandings, or any other communications.

19.2 Modification to Terms

Modifications to this Agreement shall become effective immediately upon posting of an updated version of this Agreement to the website applicable to the Services. Customer is responsible for regularly reviewing this Agreement.

19.3 Severability

If any provision of this Agreement is otherwise held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

19.4 Governing Law; Jurisdiction

This Agreement is governed by the laws of the State of California and the United States of America, including U.S. copyright laws. The Federal and State Courts resident in Los Angeles County, State of California shall have exclusive jurisdiction to adjudicate any dispute arising under or out of this Agreement.

19.5 Assignment

Customer shall not have the right to assign or transfer any obligations or benefit under this Agreement without the prior written consent of Company. Any purported assignment in violation of this Section shall be void. Except as otherwise provided herein, this Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.

19.6 Export Restrictions

Customer acknowledges that the Services, or any portion thereof, may be subject to U.S. export restrictions. Customer agrees to comply with all applicable international and national laws that apply to the Services, or any portion thereof, including the U.S. Export Administration Regulations, as well as destination and all other restrictions issued by U.S. and other governments.

19.7 Notices

All notices and other communications required or permitted to be given by Company to Customer under this Agreement will be deemed to be properly given on the date such notice or communication was sent to Customer's email address or postal

address on record. All notices and other communications required or permitted to be given by Customer to Company under this Agreement will be deemed to be properly given upon the expiration of forty-eight (48) hours after mailing to 909 N. Sepulveda Blvd., 11th Floor, El Segundo, CA 90245, Attention: Legal Department.

19.8 No Waiver

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

19.9 Independent Contractor

Notwithstanding any provision hereof, for all purposes of this Agreement, the parties are independent contractors and nothing contained herein shall be deemed to create a partnership, agency, joint venture, or employment relationship.

19.10 Section Headings

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

Updated and effective as of June 15, 2018.