

DENTRIX ASCEND SERVICE – TERMS AND CONDITIONS

These Terms and Conditions were updated and effective as of January 06, 2019.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE DENTRIX ASCEND SERVICE AND WEBSITE AT DENTRIXASCEND.COM, INCLUDING, WITHOUT LIMITATION, ALL CONTENT SUCH AS TEXT, INFORMATION, IMAGES, APPLICATIONS, TEMPLATES, SOFTWARE, FEATURES, UPDATES, AND OTHER INFORMATION, SERVICES AND MATERIALS (COLLECTIVELY, THE “SERVICE”). BY ACCESSING OR USING ALL OR ANY PORTION OF THE SERVICE, CUSTOMER ACKNOWLEDGES ITS ACCEPTANCE TO THESE DENTRIX ASCEND TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME, (COLLECTIVELY THE “AGREEMENT”) AND REPRESENTS THAT IT IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER IDENTIFIED ON THE REGISTRATION FORM (THE “REGISTRATION FORM”). IF THE CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, THE CUSTOMER IS NOT PERMITTED TO USE THE SERVICE, AND THE CUSTOMER MUST CEASE USE OF AND ACCESS TO THE SERVICE IMMEDIATELY.

This Agreement is between Henry Schein One, LLC., a Delaware limited liability company with its principal place of business at 1220 South 630 East, Suite 100, American Fork, UT 84003 and its affiliates and subsidiaries including as a successor in interest to Henry Schein Practice Solutions, Inc. (“Service Provider”) and the purchaser identified on the Registration Form (“Customer”) and governs Customer’s use of the Service.

1. Right to Use the Service.

The Service is available as a paid service accessible by a limited number of users (“End Users”) as specified on Customer’s Registration Form. Subject to and conditioned on Customer’s continued compliance with the terms and conditions of this Agreement, during the Term, Service Provider shall use commercially reasonable efforts to provide to Customer’s the Service and other products and services described on the Registration Form and this Agreement in accordance with the terms and conditions hereof, solely for Customer’s internal business purposes, and not for redistribution. Subject to Customer’s and its End Users continued compliance with the terms of this Agreement, Customer and its End Users are hereby granted a non-exclusive, non-transferable, right to use the Service, solely for Customer’s own internal operational purposes. All rights not expressly granted to Customer hereunder are reserved by Service Provider. Subject to any applicable cure period expressly provided herein, Customer’s right to use the Service 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. Fees.

Payment for the Service and any additional products or services provided hereunder shall be at prices and under terms stated on the Registration Form (the “Fees”). All Fees are exclusive of taxes, which may or may not be added to the Fees, depending on applicable law and Customer’s legal residence. Customer shall be responsible for any and all taxes related to this Agreement.

If Customer is a tax exempt entity, Customer hereby represents and warrants that Customer is not subject to state and local income taxes as well as sales, use, rental or property taxes and Customer agrees that Customer will deliver to Service Provider evidence of its tax-exempt status prior to accessing or using the Service. Further, Customer agrees that Customer shall indemnify, defend and hold harmless Service Provider 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 Service, or any

portion thereof, or otherwise due in connection with this Agreement (other than with respect to taxes due on the income of Service Provider).

Service Provider reserves the right to modify the Fees at any time upon notice, 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 Service Provider from time to time. Any increase in Fees will not be greater than five percent (5%) of Fees in the prior Term.

If Customer exceeds the permitted storage space or has a Concurrent User (as defined below) count that is in excess of such amounts listed on the Registration Form, Customer will be responsible for the additional charges and fees related to the additional storage or users. The increase will be reflected on the next invoice, and will encompass any prior utilization greater than that contracted for on the Registration Form. Concurrent Users are those End Users who are logged in at the same time as any other End Users of the same licensed entity.

Customer hereby agrees to provide Service Provider with a valid credit card number or checking account number, unless otherwise designated in the relevant Registration Form, to which Service Provider will automatically charge all Fees as they become due. All Fees shall be due in advance of the month incurred and any additional charges shall be due at the end of the month in which such charges are incurred.

If payment by Customer's credit card or other payment method is denied, or if Customer otherwise fails to make any payments owing to Service Provider, Service Provider may, at its sole discretion, suspend or terminate Customer's access to the Service and/or terminate this Agreement. Customer's right to use the Service is subject to any limits established by Service Provider or by the issuer of Customer's credit card. 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 Service Provider for all reasonable costs incurred by Service Provider in collecting any late payments or interest, including attorney's fees, court costs and collection agency fees.

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

Customer agrees that its purchase of a subscription to use the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Service Provider regarding future functionality or features.

3. Restrictions on Use

Customer shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

Customer may use the Service only for Customer's internal business purposes and shall not: (i) use the Service in violation of the rights of any third party or applicable law, rule or regulation, (ii) send spam, "junk mail" or otherwise unauthorized duplicative or unsolicited messages or other forms of solicitation in violation of applicable laws; (iii) send or store obscene, vulgar, libelous, defamatory, tortuous, unlawful, misleading, inaccurate or false, including material harmful to minors or violative of third party privacy rights; (iv) promote illegal activities; (v) 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) 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) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (viii) interfere with or disrupt the Service or the data contained therein; (ix) attempt to gain unauthorized access to the Service or its related systems or networks; or (x) use the Service, including the content, intellectual property, technology, trademarks or service marks for any commercial purposes (i.e. soliciting customers, resale, etc.) without Service Provider's prior written consent.

4. Access

Access to the Service is available via a unique URL provided at the time of registration.

As part of the implementation process, Customer will provide an email address of an individual who will manage Customer's subscription to the Service (the "Administrator"). The Administrator will have the authority to designate additional End Users and/or Administrators. Any Administrator shall be deemed to have the authority to manage any End Users. The Administrator shall be solely responsible for deactivating a User's log-in credentials if the Administrator wishes to terminate access to the Service for any End User.

The Service requires a user ID and password to access and use. Customer is solely responsible for maintaining and implementing policies and procedures to protect the strict confidentiality of the user IDs, passwords and codes (collectively, "IDs") Customer will be responsible for any charges, damages, or losses that may be incurred or suffered as a result of Customer's failure to do so. Service Provider is not liable for any harm related to the theft of IDs, Customer's disclosure of IDs, or Customer's authorization to allow another person or entity to access and use the site using Customer's IDs. Customer agrees to immediately notify Service Provider of any unauthorized use of IDs or other need to deactivate an ID due to security concerns, or in the event Customer suspects that a username or password has been lost, stolen, compromised or otherwise misused.

Any access to and use of the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service is strictly prohibited.

5. Customer's Responsibilities; 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 Service, including those related to data privacy, 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"), international communications and the transmission of technical or personal data. In addition, Customer is responsible for abiding by any and all internal policies, procedures and regulations, which are required, by Customer. Customer shall: (i) notify Service Provider immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Service Provider immediately 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 Service. By accessing the Service, Customer represents and warrants that Customer has not falsely identified itself nor provided any false information to gain access to the Service and that Customer's billing information is correct.

6. Data

In the course of Service Provider's provision, and Customer's receipt and use, of the Service, Service Provider will have access to data about Customer and its clients and patients and other information and content through the Service

(collectively, "Data"). In addition to Service Provider' receipt, use and disclosure of the Data for the purposes of providing the Service to Customer, Customer also grants Service Provider the right to receive, use and disclose the Data for additional business purposes, provided that when disclosing the Data for purposes unrelated to the Service, the Data shall be de-identified so that it is not identifiable to any particular client or patient of Customer, but may be identifiable to Customer's practice. Customer represents and warrants that it has the right, permission and authority to grant the rights to Service Provider granted hereunder, including without limitation any notices required to, or grants of rights required from, clients, patients and third party vendors for Service Provider to perform the Service (including, to the extent applicable, to send communications to such clients and patients and to cause behaviorally targeted advertisements to be sent to them or displayed to them online) and to exercise Service Provider's rights with respect to Data hereunder, pursuant to all applicable laws, rules, regulations, Customer's own privacy policies and pursuant to any principles or guidelines promulgated by the Federal Trade Commission or Department of Health and Human Service. Customer shall not permit or enable a third party vendor to access or use the Service without the prior express written consent of Service Provider. Customer is aware and agrees that patient opt outs for mobile text message services are controlled by a third party vendor and all opt out requests should be processed through such vendor at the request of Customer's patients and clients and not submitted to Service Provider. Customer shall at all times remain responsible for all content provided to Service Provider on behalf of Customer's clients and patients behalf as part of the Service including but not limited to providing accurate information to include in the communication that Service Provider send to Customer clients and patients. Any limitation or disclaimer of Customer's liability set forth in this Agreement or in any other agreement between the parties shall not apply to Customer's breach of representation, warranty or covenant set forth in this Section. Service Provider has unfettered rights to use and disclose information about its sales of products and services to its customers, including Customer, and nothing herein shall be interpreted to fetter that right.

If Service Provider on its own or through any third party has notice that Data stored by Customer and/or its End Users is in violation of any law or infringes third party rights, Service Provider shall have the right to immediately suspend Customer's access to the Service and the Data. Customer shall be notified by Service Provider of any such action under this Section when reasonable and possible.

This Section 6 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.

7. Service Level Commitments and Support Services

Customer acknowledges and agrees that the Service is hosted by Service Provider, or a subcontractor of Service Provider choice. The service level commitments and support services are set forth in the attached Exhibit A to this Agreement. The sole and exclusive remedies for any failure to achieve the service level commitments are addressed in Exhibit A.

8. Intellectual Property Rights

Service Provider (and its successor or assigns, or its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Service, including all related technology and content (other than Data), and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating thereto. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service. The Dentrix Ascend name, the Dentrix Ascend logo, and the product names associated with the Service are trademarks of Service Provider or its affiliated companies, and no right or license is granted to use them.

Service Provider shall retain all copyrights and/or other intellectual property rights, title and interests in a) the Dentrix Ascend software on which the Service is based and made available to Customer and/or its End Users, b) source codes or other software components of the Service, c) content of the website dentrixascend.com and the Service including text and graphics but excluding Data, d) trademarks, names, etc. are the sole property of Service Provider and its affiliated companies, and/or third parties having granted Service Provider license for its use, and Customer and its End Users shall gain no rights therein other than the limited right of use for Customer's internal business purposes as stipulated in this Agreement.

Customer shall not reproduce or redistribute any software, content or trademarks, intellectual property in any form, except as allowed in this Agreement.

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

9. Marketing and Communication

Service Provider may send product news and other marketing materials relevant to Customer's use of the Services as Service Provider sees fit from time to time; provided, that Service Provider will not sell Customer's information to third parties in accordance with the Dentrix Ascend Privacy Policy, available at www.dentrixascend.com/privacy.

10. Indemnification

Customer agrees to defend, indemnify and hold Service Provider, Henry Schein, Inc., and their licensors, subsidiaries, affiliates, stockholders, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that any Data, whether provided by Customer or its affiliates, infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Customer's representations and warranties made herein; or (iii) a breach by Customer of this Agreement.

11. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY STATED HEREIN, SERVICE PROVIDER AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. EXCEPT AS SPECIFICALLY STATED HEREIN, SERVICE PROVIDER AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE 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 SERVICE WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. 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, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SERVICE PROVIDER AND ITS LICENSORS. FURTHER, NO ADVICE OR INFORMATION GIVEN BY AN SERVICE PROVIDER REPRESENTATIVE SHALL CREATE A WARRANTY OR SERVE AS AN AMENDMENT TO THIS

AGREEMENT. EXCEPT AS SPECIFICALLY STATED HEREIN, SERVICE PROVIDER 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.

SERVICE PROVIDER DOES NOT PROVIDE ANY FORM OF MEDICAL CARE, MEDICAL OPINION, MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT, AND SERVICE PROVIDER DOES NOT EVALUATE THE NEED TO SEEK MEDICAL ATTENTION. THE CONTENT PROVIDED IN CONNECTION WITH THE SERVICE IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ANY JUDGMENTS OR DECISIONS ARE MADE AT CUSTOMERS SOLE ELECTION. SERVICE PROVIDER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, OR QUALITY OF WORK OF THEIR EMPLOYEES, THIRD-PARTY CONTRIBUTORS, OR CONTENT PROVIDED THROUGH THE SERVICE. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE DELIVERY OF MEDICAL CARE AND HEREBY ACKNOWLEDGE AND AGREE THAT NOTWITHSTANDING ANY REPRESENTATION OR WARRANTY MADE BY SERVICE PROVIDER IN THIS AGREEMENT OR OTHERWISE, CUSTOMER IS RESPONSIBLE FOR ALL MEDICAL AND CLINICAL ACTIVITIES, DIAGNOSES AND OUTCOMES.

12. Limitation of Liability

IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THIS AGREEMENT OR WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, AND (v) 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), STATUTE, OR OTHERWISE, AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF SERVICE PROVIDER SHALL BE LIMITED TO THE AMOUNT PAID TO SERVICE PROVIDER BY CUSTOMER HEREUNDER DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM IN WHICH SERVICE PROVIDER IS LIABLE TO CUSTOMER.

13. Force Majeure

Service Provider 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 (e.g., lightning, earthquakes, hurricanes, pest damage, floods); power surges or failures, internet outages, 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, unauthorized use of this Service, 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 Service Provider whether similar to the foregoing or not.

14. Privacy Policy.

Use of the Service Provider website shall be subject to the terms of Service Provider's Privacy Policy, which may be found at <http://www.dentrixascend.com/privacy>.

15. Responsibility for Data, Transmitting Messages, and Accounts

15.1 Patient Information. The Service may enable Customer to upload and store confidential patient information to a site hosted by Service Provider (hereafter designated as the "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 Service or to transmit certain information to third parties. Customer represents and warrants that Customer will, at all times during the term of this Agreement and thereafter, 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 the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act (collectively referred to herein as "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, at all times during the term of this Agreement and thereafter, solely responsible for obtaining and maintaining or 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 Site and the Service. Customer agrees that Service Provider, its licensors, and all other persons or entities involved in the operation of Service, have the right to monitor, retrieve, store and use patient information in connection with the operation of such Service, and is acting on Customer's behalf in transmitting patient information. Service Provider 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. Service Provider 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 SITE OR THE SERVICE. FURTHERMORE, CUSTOMER AGREES TO INDEMNIFY SERVICE PROVIDER, ITS AFFILIATE COMPANIES, HENRY SCHEIN, INC., AND ITS STOCK HOLDERS FROM ANY CLAIM, ACTION, OR CAUSE, TORT OR OTHERWISE, THAT MAYBE BROUGHT AGAINST CUSTOMER IN THE EVENT THAT PATIENT INFORMATION IS COMPROMISED DUE TO ITS NEGLIGENCE OR FAILURE TO SECURE ID'S AND PASSWORDS.

15.2 Responsibility for Content. Customer is solely responsible for all content, including Data (collectively, "Customer Data"), submitted, posted, transmitted or made available through Customer's use of the Service. Customer may use the Service to use or transmit Customer Data or direct Service Provider to make contacts via any channel (in either case, "Messages") to, or with, recipients of the Messages (the "Recipients"). Customer acknowledges and agrees that Service Provider does not control or monitor Customer Data nor does Service Provider guarantee the accuracy, integrity, security or quality of such Customer Data.

15.3 Customer represents and warrants that:

15.3.1 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 and the Telephone Consumer Protection Act and implementing regulations at 47 CFR Part 64, Subpart L, as may be amended from time to time (collectively, "TCPA");

15.3.2 Customer is the transmitter of all Customer Data and Messages and Service Provider is merely acting at Customer's direction as a technology conduit for the transmission of such Customer Data and Messages;

15.3.3 Customer will not transmit or allow to be transmitted any Customer Data or Messages for which Customer does not have legally sufficient consent from Recipient, provided the transmission of Customer Data and Messages require consent under applicable law.

15.4 Consent to Transmit Messages. 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 Service. For the avoidance of doubt, in Customer's use of the Service:

15.4.1 Customer represents and warrants that Customer has obtained prior express consent, as may be required by TCPA, HIPAA or other applicable law or regulation, prior to using Customer Data, including but not limited to, each residential or wireless phone number delivered by Customer to Service Provider in connection with the provision of the Service delivering an autodialed or pre-recorded Informational Healthcare Message (e.g., treatment and appointment reminders), and the intended Recipient is the current subscriber to the wireless phone number that will be receiving Messages through the Service.

15.4.2 Customer represents and warrants that Customer has obtained prior express written consent or authorization, as may be required under the TCPA, HIPAA, or other applicable law or regulation, prior to using Customer Data, including but not limited to, each residential or wireless phone number delivered by Customer to Service Provider in connection with the provision of the Service delivering an autodialed or pre-recorded Promotional, Marketing or Other Type of Message to Recipients.

15.4.3 Customer represents and warrants that 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 Service.

15.4.4 Customer acknowledges and agrees that Service Provider assumes no responsibility or liability relating to or arising from Customer's practices for obtaining legally-sufficient consents or authorization for use of Customer Data and transmission of Messages including, but not limited to, Customer's process for assessing whether or not (i) prior express consent or prior express written consent or authorization is required by applicable law; (ii) any individual Recipient has provided legally sufficient consent or authorization; (iii) any individual Recipient is capable of providing a legally valid consent or authorization; (iv) the specific phrasing of any consent or authorization or permission document or process complies with the federal or state law applicable to use of the Customer Data or to Messages transmitted to such Recipient.

15.5 Customer's use of Service Provider Message Templates and Customization Process. It is Customer's sole responsibility to analyze, in consultation with Customer's own legal counsel as appropriate, Message templates available within the Service and of any Message templates that Customer has customized for compliance with applicable laws and regulations including, but not limited to, TCPA and HIPAA. Customer agrees and acknowledges that Service Provider (i) makes no representations as to any Message templates available within the Service and (ii) assumes no responsibility for Customer's use of any Message templates or customized Messages within the Service.

15.6 Remediation and Revocation. In the event that a Recipient notifies Customer that he or she has revoked his or her consent, authorization or other permission as may be required for Customer to transmit Messages through the Service, Customer will immediately cease to utilize the Service 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. Customer acknowledges and agrees that if Service Provider reasonably believes that Customer has not complied with all applicable laws and regulations applicable to the use of Customer Data and transmission of

Messages through Service, Service Provider may, at its option and in its sole discretion discontinue use of the Service for the transmission of Messages.

16. Term and Termination

All Fees associated with the Service are non-refundable. Service Provider DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PREPAID PORTION OF THE SERVICE except in the case of non-performance against the Service Level Agreement as described in Exhibit A. Should Customer elect to cancel its subscription to the Service, please note that Customer will not be issued a refund for any Fees already paid. It is Customer's responsibility to keep Customer's contact and payment information current. Customer hereby authorizes Service Provider to continue billing Customer's credit card on file, unless otherwise designated in the relevant Registration Form, unless and until Customer cancels Customer's subscription to the Service, and in the event that Service Provider is unable to collect the Fees from Customer's credit card for any reason, Customer shall remain responsible for any uncollected amounts in accordance with Section 2 above. Notwithstanding anything to the contrary contained herein, Service Provider may terminate this Agreement and the Service at any time and for any reason.

This Agreement shall commence on the execution date of the Registration Form. Any licenses provided under this Agreement will not be in effect until the date of availability of the Service ("Start Date") and will remain in effect for an initial term of contract from the Start Date as stipulated on the Registration Form (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 Service Provider with written notice of Customer's election not to renew at least sixty (60) days prior to the expiration of the then-current Term.

Except as provided in Section 2 of this Agreement, in the event of a material breach of this Agreement, the non-breaching party shall notify the breaching party in writing of the specific nature of the material 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 will not be entitled to any refund of fees paid if the Agreement is terminated for Customer's material breach.

The rights and obligations in Sections 1 (Right to Use the Service), 2 (Fees), 5 (Customer's Responsibilities; Compliance with Laws), 6 (Data), 8 (Intellectual Property Rights), 10 (Indemnification), 11 (Disclaimer of Warranties), 12 (Limitation of Liability), 16 (Term and Termination), 18 (Confidentiality) and 20 (General) shall survive the expiration or earlier termination of this Agreement.

Upon the expiration or earlier termination of this Agreement, Customer's Data will be made available through read only access to the Administrator or a designated End User for a ninety (90) days after such expiration or termination. In addition to Customer's Data being available through read only access for such ninety (90) days after expiration or termination of this Agreement, Service Provider will provide Customer with a copy of Customer's Data in sql database format. Following such ninety (90) day period and confirmation by Service Provider of receipt by Customer of a copy of Customer's Data, Customer's Data will no longer be accessible.

17. Modification to Terms

Customer agrees and acknowledges that Service Provider reserves the right to modify this Agreement or any of its policies relating to the Service at any time, which modifications shall become effective immediately upon posting of an updated version of this Agreement on the Dentrix Ascend website at <http://www.dentrixascend.com/terms>. Customer

is responsible for regularly reviewing this Agreement. Customer may terminate this Agreement upon notice if Customer does not agree to any modification.

18. 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. This Section 18 shall not in any way limit Service Provider' rights to use Data under Section 6 hereof.

19. Third Party Required Terms

Subject to an agreement between Service Provider and the American Dental Association (the "ADA"), which allows Service Provider to incorporate the Current Dental Terminology into the Service, Service Provider is required to include certain minimum terms and conditions as specified in Exhibit B of this Agreement (the "ADA Required Minimum Terms"). Exhibit B is hereby incorporated by reference into this Agreement and Customer hereby agrees to its terms.

20. General

20.1 Entire Agreement. Customer agrees that this Agreement, including the Registration Form and the Business Associate Agreement and any Exhibit(s) attached hereto constitute the entire agreement between Customer and Service Provider and shall supersede any prior agreement or any other communications relating to the use of the Service or any portion thereof.

20.2 Severability. If any provision herein 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.

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

20.4 Assignment. Customer shall not have the right to assign or transfer any obligations or benefit under this Agreement without the prior written consent of Service Provider. 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.

20.5 Export Restrictions. Customer acknowledges that the Service, 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 Service, 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.

20.6 Notices. All written notices given to Service Provider through certified mail under this Agreement shall be sent with a copy to Henry Schein One, LLC., 1220 South 630 East, Suite 100, American Fork, Utah 84003 with a copy to Henry Schein One, LLC 909 North Pacific Coast Hwy, 11th Floor, El Segundo, CA 90245, Attn: General Counsel, email: legal@henryscheinone.com. Service Provider may give notice hereunder to Customer by means of a general notice

in the Service, electronic mail to Customer's e-mail address on record or by written communication sent by first class mail or pre-paid post to Customer's address on record. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or immediately upon sending (if sent by email).

20.7 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.

20.8 Independent Contractor. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venturer or agent of the other party and shall not bind nor attempt to bind the other party to any contract.

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

Exhibit A

SERVICE LEVEL AGREEMENT AND SUPPORT SERVICES

Commencing on the date the Service commences and continuing until the cancellation or termination of the Term, In the event of any conflict between the Agreement and this Exhibit A, this Exhibit A will prevail.

1. Exhibit Definitions

"Downtime" means any period greater than ten consecutive minutes within the Scheduled Available Time during which Customer is unable to access or use the Service, excluding any such period that occurs during any Scheduled Downtime and/or Recurring Downtime (as defined below).

"Scheduled Available Time" means 24 hours a day, 7 days a week, excluding any Scheduled Downtime.

"Scheduled Downtime" means the time period (which shall not be during regular business hours) identified by Service Provider in which it intends to perform any upgrades and/or maintenance on the Service or related systems and any overrun beyond the planned completion time.

"Uptime Percentage" means the total number of minutes of Scheduled Available Time for a calendar month minus the number of minutes of Downtime suffered in such calendar month (as determined by Service Provider in its sole discretion), divided by the total number of minutes of Scheduled Available Time in such calendar month.

2. Scope of Service Level Agreement. Downtime does not include:

- i. any modification of the Service made by any person or third party entity other than Service Provider;
- ii. any errors in the software that do not cause critical failure
- iii. any third party hardware or software used by Customer unless otherwise specified in the Agreement;
- iv. improper operation of the Service by Customer;
- v. accidental or deliberate damage to, or intrusion or interference with, the Service;
- vi. use of the Service other than in accordance with any user documentation or the reasonable instructions of Service Provider;
- vii. ongoing test or training instances of the Service provided to Customer; or
- viii. services, circumstances or events beyond the reasonable control of Service Provider, including, without limitation, any force majeure events as defined in Section 13 of the Agreement, the performance and/or availability of local ISPs employed by Customer, or any network beyond the demarcation or control of Service Provider.

3. Scheduled Downtime and Guaranteed Up Times

Service Provider will use commercially reasonable efforts to provide at least 24 hours' prior notice before implementing any Scheduled Downtime. If the Service experiences an Uptime Percentage of less than 99.5% in any calendar month during the Term, Customer may be eligible for a credit ("SLA Credit") equal to the percentage identified in the "SLA Credits Table" below, multiplied by Customer's fees paid to Service Provider for the Service that are attributable to such month (calculated on a straight line pro-rated basis with respect to any fees paid in advance). The SLA Credit is Customer's sole and exclusive remedy for any failure by Service Provider to meet any performance obligations pertaining to the Service, including, without limitation, any support obligations except as provided in the Agreement. Notice of Scheduled Downtime shall not be as required by Section 19.6 (Notices) of the Agreement, but will be by posting within the Service and on the Service support website. Customer acknowledges and agrees that the SLA Credit will not be issued automatically by Service Provider and, therefore, Customer shall request such SLA Credit to Service Provider.

Service Provider reserves the right to temporarily suspend Customer's access to the Service as set forth in the Agreement. Any such suspensions based on repairs, technical problems and outages will be subject to the SLA.

SLA Credits Table:

Uptime Percentage	Credit Percentage
Equal to or greater than 99.5%	No credit
98.0% to 99.4%	10%
Less than 97.9%	20%

4. **Availability of SLA Credits**

Customers who are past due on any payments owed to Service Provider are not eligible to receive SLA Credits. Service Provider will issue SLA Credits, as determined in its sole discretion, either on future billing cycles or as a refund against fees paid. In order to receive any SLA Credit, Customer must notify Service Provider within 30 days from the time Customer becomes eligible to receive a SLA Credit, or forfeit Customer's right to receive such SLA Credit. In no event will the total amount of SLA Credits if any, exceed the fees paid by Customer for the corresponding month.

5. **Support Services**

Service Provider will use commercially reasonable efforts to provide support services to assist Customer in resolving errors, answering general product use questions and troubleshooting, subject to circumstances outside of Service Provider' control ("Support Services").

Support Services do not include: (a) on-site service to Customer; (b) electrical, mechanical or other work with hardware, accessories or other devices associated with use of the Service; (c) work with any third-party equipment, software or services; or (d) professional services associated with the Service, including custom development or data modeling.

Support Services communication methods are specified at dentriscend.com. Support Services are not available on Service Provider corporate holidays and national U.S. holidays.

6. **Data Conversion, Implementation and Training:**

Data Conversion:

Data conversion includes one trial conversion and one live conversion - If Customer chooses not to use their live conversion and later requests at a later date they will be charged for an additional live conversion.

Implementation:

Implementation and set-up fees are non-refundable.

Training:

Customer is required to provide at least 48 hours' notice of cancellation of a scheduled training session. Failure to provide this notice will result in a charge for the scheduled training service for that day in its entirety.

Purchased Training hours will be honored for up to 365 days from purchase date.

Exhibit B

ADA Required Minimum Terms

1. Definitions

- (a) "Bundles Products" means the Services provided hereunder that contains all or any portion of the CDT bundled with or integrated with such Services.
- (b) "CDT" means the textual, graphic and other editorial content included in the ADA developed publication titled CDT-2007/2008: Current Dental Terminology ("CDT 2007") and all Updates as defined herein. The CDT content includes, but is not limited to, the *Code on Dental Procedures and Nomenclature*, a glossary, the ADA dental claim form and other dental information.
- (c) "End User" shall mean Customer, its End Users and its and their employees.
- (d) "End User Site" means each separate geographic location where End User maintains a dental office.
- (e) "Updates" means any modified or updated versions, new editions, or derivative works of the CDT that ADA, in its sole discretion, makes generally available to licensees under existing license agreements. All Updates are part of the CDT once delivered and are governed by this Agreement.

2. End User License Grant

End User is hereby granted a non-exclusive, non-transferable right to use the CDT at End User Sites solely as part of the Bundled Product and solely for End User's internal business purposes. "End User Site" means each separate geographic location where End User maintains a dental office. This License grants End-User the right:

- (a) to install and use the CDT on a computer system located at End User Site;
- (b) to retrieve CDT codes, descriptors and nomenclature via commands contained in the Bundled Products for the exclusive use of End User;
- (c) to reproduce and distribute partial listings of the CDT codes, nomenclature and descriptors in various printed and electronic documents for purposes of claims processing, billing and patient treatment, via commands contained in the Bundled Product;
- (d) to print limited portions of the CDT solely for the exclusive use of End User; and
- (e) to print a complete listing of the CDT codes, nomenclature and descriptors solely for the exclusive use of End User.

3. End User License Restrictions

Except as expressly permitted in the "License Grant," End User may not and may not permit anyone else to (a) copy the CDT; (b) alter, amend, change or modify the CDT, including the CDT codes, nomenclature and descriptors or other content of the CDT; (c) remove any copyright or other proprietary notices, labels or marks from the CDT or from Output created by using the Bundled Product; (d) distribute, sell, assign, lease or otherwise transfer the CDT, including the Code or any portion thereof, in any printed, machine readable or other form to any other person, firm or entity, including but not limited to, as Output; or (e) use the CDT, whether on a time-sharing, remote job entry or other multiple user arrangement. End User shall take reasonable measures to maintain the security of the CDT.

The restriction set forth in section 2(b) shall not limit End User's right to add additional content to the Bundled Product ("End User Content"), provided: End User does not alter, amend, change or modify existing CDT codes, nomenclature and descriptors or other CDT content, and End User's Output does not claim or otherwise imply that such End User Content is owned, created, approved or endorsed by ADA.

IN NO EVENT SHALL END USER USE THE BUNDLED PRODUCT FOR OR ON BEHALF OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO USE OF THE BUNDLED PRODUCTS TO PROVIDE CONSULTING, TIME-SHARING OR OUTSOURCING SERVICES OR TO ACT AS A SERVICE BUREAU OPERATION. END USER IS EXPRESSLY PROHIBITED FROM DISTRIBUTING OUTPUT, INCLUDING THE CODE OR PORTIONS THEREOF, TO ANY PERSON, FIRM OR ENTITY.

4. Ownership of Intellectual Property

End User acknowledges and agrees that ADA owns all right, title and interest (including all copyrights and other intellectual property rights) in the CDT (in all print and machine readable forms), all other rights of commercialization, rental or sale of the CDT or any part thereof, the right to make derivatives of the CDT and the right to distribute the CDT and copies thereof. End user acquires no proprietary interest in the CDT, or any portion thereof. Except for the limited rights expressly granted to End User herein this Agreement, all other rights in the CDT are owned and retained by ADA.

5. Warranty

EXCEPT AS EXPRESSLY STATED HEREIN, THE CDT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. END USER BEARS ALL RISK RELATING TO QUALITY, ACCURACY AND PERFORMANCE OF THE CDT.

6. Limitation of Liability

IN NO EVENT WILL ADA BE LIABLE FOR ANY LOST PROFITS OR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, ARISING OUT OF THIS LICENSE AGREEMENT OR THE USE OF OR INABILITY TO USE THE CDT OR DOCUMENTATION, EVEN IF ADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIM OR CAUSE WHATSOEVER WHETHER SUCH CLAIM OR CAUSE IS IN CONTRACT, TORT OR OTHERWISE.

7. Indemnification

End User agrees to indemnify ADA (including reasonable attorneys' fees and costs of litigation) against and hold ADA harmless from any and all claims, liability, losses, damages and expenses resulting from End User's use of the CDT, in breach of any of the terms of this Agreement, or End User's use of any data or documentation received from ADA, regardless of the form of action.

8. Third Party Beneficiary

The End User License for each Bundled Product shall expressly state that ADA is a direct and intended third party beneficiary of the End User License between Licensee and End User; provided, however, ADA's rights as a third party beneficiary are limited solely to the End User's use of the CDT outside the scope of the End User License.