

## DENTRIX LEARNING EDITION END USER LICENSE AGREEMENT

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THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY TO ANY AND ALL USE OF DENTRIX BY YOU AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS REGARDLESS OF THE TYPE OF USE OF THE SERVICES BY YOU.

THIS END USER LICENSE AGREEMENT (this "Agreement") is between Henry Schein One, LLC, a Delaware limited liability company, located at 1220 South 630 East, Suite 100, American Fork, Utah 84003 ("HS1") and you ("You", "your", "End User").

HS1 is engaged in the business of developing and providing to its customers certain software products, and You are interested in obtaining a license to certain of HS1's software products upon the terms and conditions hereinafter set forth.

In consideration of the mutual promises and covenants set forth herein, the parties hereby agree to the following terms and conditions:

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HS1 may collect and process certain data including but not limited to information about your: (i) operating system, (ii) version of Windows, (iii) amount of RAM, (iv) use of certain functionalities within the Software, and (v) compliance with your license requirements. Such data will be used to provide services under this Agreement and for HS1's internal business purposes.

**8. CONFIDENTIAL INFORMATION.**

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**10. REPRESENTATIONS AND WARRANTIES.** You represent and warrant that you shall abide by all of the terms of this Agreement including but not limited to the terms regarding the License grant and confidentiality. You represent and warrant that you will comply with all applicable laws, rules and regulations. Each party represents and warrants that it has full power and authority to enter into this Agreement. Each party further represents that it has not entered into nor will it enter into any agreements that would conflict with its obligations hereunder.

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**12. LIMITATION OF LIABILITY.**

(a) Limitation of Liability. IN NO EVENT SHALL HS1 BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF HS1 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE.

**13. INDEMNIFICATION.** You agree to indemnify and hold harmless HS1, Henry Schein, Inc., and their respective officers, employees and agents, from and against all claims, loss, damage, liability and lawsuits (including reasonable attorneys' fees) arising from any breach of this Agreement by You.

**14. FORCE MAJEURE.** HS1 shall have no liability for delays, failure in performance or damages (other than obligations regarding payment of money or confidentiality) due to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, pandemics, quarantines, water, acts of God, the elements, war, civil disturbances, acts of military authorities or the public enemy, inability to secure raw material, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond HS1's control, whether or not similar to the foregoing.

**15. GENERAL.**

(a) Entire Agreement; Modification. You agree that this Agreement constitutes the entire agreement between You and HS1 and shall supersede any prior agreement or any other communications relating to the use of the Product or any portion thereof. This Agreement shall not be modified except by written agreement and signed by an authorized representative from the HS1's corporate headquarters. HS1 is not bound by any provisions of any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless HS1 specifically agrees to the provision in writing.

(b) 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.

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

(d) Assignment. You may not sublicense, assign or transfer the license(s) for the Product or previous versions of the Product. Any attempt to do so shall terminate the license and this Agreement automatically. You are responsible for notifying HS1 in the event of a change of address, a change of ownership, or to request a license name change.



(e) Export Restrictions. You acknowledge that the Product, or any portion thereof, may be subject to U.S. export restrictions. You agree to comply with all applicable international and national laws that apply to the Product, 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.

(f) 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.

(g) 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.

(h) Headings; Sections. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.