# SOFTWARE END USER LICENSE AGREEMENT (EULA)

#### DENTRIX LEARNING EDITION

This legal document is a license agreement and not an agreement for sale. You, as the END USER, acknowledge that Henry Schein Practice Solutions (HSPS) is the exclusive owner of all right, title and interest in the Software and Documentation (each as hereinafter defined). If you acquire any rights to the Software and Documentation, you hereby assign all such rights to HSPS or its licensors, as applicable. You further acknowledge that HSPS is the owner and holder of all copyright, patent, trademark, trade secret and other proprietary rights therein (collectively, "Proprietary Rights"), and reserves all such Proprietary Rights to itself except as expressly licensed to you hereunder. USING ANY SOFTWARE FROM HSPS, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE PROVISIONS IN THIS SOFTWARE EULA AND THE TERMS AND CONDITIONS.

## 1. SCOPE OF USE

"Software" shall mean the machine readable software programs and files associated with the Dentrix Learning Edition, whether in packaged form, or received electronically, and any modified version, upgrades, updates and other copies of such programs and files owned by HSPS and licensed to you. The term "Documentation" shall mean the user's manual(s) and other materials (whether in printed or electronic form) accompanying the Software, and any modified version thereof provided by HSPS to you. The term "Product" shall mean the Software and Documentation. HSPS grants you a non-exclusive, non-transferable license to use the Product for personal, non-commercial use by individual learners subject to the license scope and other restrictions set forth in this Software EULA. This license provides you with the right to install the Software on a single system at a single site or location. YOU MAY NOT RENT, LOAN, LEASE, SUBLICENSE, DISASSEMBLE, DECOMPILE OR OTHERWISE REVERSE ENGINEER OR ATTEMPT TO DECONSTRUCT OR DISCOVER ANY SOURCE CODE OR UNDERLYING IDEAS OR ALGORITHMS OF THE SOFTWARE BY ANY MEANS WHATSOEVER. YOU MAY NOT USE, COPY, MODIFY, MERGE, CREATE DERIVATIVE WORKS BASED ON OR TRANSFER COPIES OF THE SOFTWARE (INCLUDING PREVIOUS VERSIONS) EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SOFTWARE EULA. You may not distribute, disclose, or allow use of the Software or the Documentation, or any portion thereof, by any third party in any format and through any timesharing service, service bureau, network or by any other means.

## 2. DISCLAIMER OF WARRANTIES

ALL SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. Some states may not allow the disclaimer of certain warranties, so the above limitations may not apply to you in all cases. HSPS assumes no responsibility or liability for the installation, maintenance or support of the Software and you are required to purchase these services if desired.

### 3. LIMITATION OF LIABILITY

IN NO EVENT WILL HSPS BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIR-CUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE PRODUCT, THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR OTHERWISE IN CONNECTION WITH THE PRODUCT, ITS SOFTWARE, THE DOCUMENTATION AND/OR THE LICENSE, EVEN IF HSPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HSPS'S TOTAL LIABILITY FOR ANY DAMAGES, ARISING IN CONNECTION WITH THE PRODUCT, ITS SOFTWARE, THE DOCUMENTATION AND/OR THIS LICENSE EXCEED THE LICENSE FEES PAID TO HSPS FOR YOUR RIGHT TO USE THIS PRODUCT WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE. YOU ACKNOWLEDGE THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. IN NO EVENT SHALL HSPS BE HELD LIABLE TO YOU WHENEVER REGISTRY FILES ARE EXAMINED AND/OR EDITED. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### 4. GENERAL

You agree that the Agreement constitutes the entire agreement between you and HSPS and supersedes any prior agreement or any other communications relating to the use of the Product. It shall not be modified except in writing signed by an authorized representative from the HSPS corporate headquarters. Amendments may be included in subsequent Software releases for review upon installation. New Products, and updates are released at the discretion of HSPS. Your continued use of the Software thereafter will indicate your agreement to the amendments. Any notice that is required to be given under this Agreement shall be in writing and shall be deemed given to you by sending to your address on file with HSPS. Any such notice shall be deemed to have been received by you at the time and date when actually delivered or in any event within 1 business day after sending overnight courier service, 5 days after sending pre-paid registered mail or upon receipt of confirmatory electronic transmission after sending by facsimile or email.

### 5. U.S. GOVERNMENT RESTRICTED RIGHTS

This Section applies to all acquisitions of the Product by or for the Government. This Product is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, subparagraph (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 FAR 52.227-19 as applicable.

#### 6. 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.

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

© 2009 Henry Schein Practice Solutions Dentrix, Easy Dental, Henry Schein, and the 'S' logo are registered trademarks of Henry Schein, Inc. or its subsidiaries. Not responsible for typographical errors.