

eClaims Terms & Conditions

I hereby select the payment authorization option as shown on the previous page and accept all conditions attached thereto in accordance with normal policy. I wish to submit my claims through your electronic system and appoint Henry Schein® Practice Solutions (HSPS) (or their assignee) to be my agent when necessary for the submission of our claims. All claims will be error-checked and validated and then sent to the appropriate third-party payers. HSPS will debit the provider the \$150 registration fee in addition to the monthly rate of \$0.50 per electronic paper claim if transmitted to the electronic claims vendor (minimum billing per month is \$15.00 and starts the first full month following sixty [60] days of

receipt of application). If the electronic claims vendor makes some error that causes a claim to be rejected, the claim will be re-filed at no additional charge. HSPS makes no warranty, expressed or implied, for its services hereunder. HSPS reserves the right, for statistical purposes, to compile general claims data for third parties. I understand that if my SS# or TIN changes it is my responsibility to contact HSPS and notify them. Failure to do so will result in rejected claims.

Note: If there is more than one provider and the additional providers are to pay for their own claims, please copy this registration form for each paying provider. If only one provider

authorization is received, it will be assumed that all claims received from the practice are to be billed under that agreement. Prices are subject to change without notice.

eClaims Attachment Terms and Conditions. Participating offices will be electronically invoiced and charged \$24.95 per month. A one time registration fee of \$150 will also be charged. This will be added to your monthly eClaims statement and withdrawn from your payment option on file. This authorization is to remain in full force until HSPS has received written notification of its termination at least three (3) days prior to any scheduled payments.

QuickBill Terms & Conditions

I hereby select the payment option marked on the previous page and accept all the associated conditions in accordance with normal operating policy. I desire to have Henry Schein® Practice Solutions (HSPS) print and send my patient bills, and I appoint HSPS to be my agent, when necessary, for the sending of patient bills. If HSPS

incorrectly prints, sends, or loses a bill, it will be reprinted and sent at no additional charge. HSPS will debit me the \$150 registration fee in addition to the monthly rate of \$3.95 and 25¢ plus postage (currently 44¢) per statement; each additional page is \$0.20. HSPS makes no warranty, expressed or implied, for its services. HSPS

reserves the right, for statistical purposes, to compile general procedure data for third parties

Note: Changes in domestic postal rates may affect future pricing. All pricing is per submission. Prices are subject to change without notice.

eBackup Terms & Conditions

Carefully read the following terms and conditions of this agreement. By accessing and using the eBackup services and associated software of Henry Schein Practice Solutions, Inc. ("HSPS"), you ("Customer") accept the following terms and conditions and you agree to be bound by them. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT SIGN OR ACCESS OR USE THE eBackup SERVICE OR ASSOCIATED SOFTWARE.

This agreement constitutes the complete and exclusive statement of the agreement between you and HSPS with respect to the eBackup services and associated software and SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, oral or written, and any other communications relating to the subject matter of this agreement.

Now, therefore, in consideration of the mutual covenants set forth herein, HSPS and Customer agree as follows.

1. **Order Acceptance, Payment.** All orders are subject to acceptance by HSPS. An order will be deemed accepted by HSPS when HSPS sends written confirmation of the order to Customer. HSPS shall charge Customer's credit card or checking account for the applicable set-up fees and monthly fees according to Customer's usage of the Service based on the fee schedule for the Service set forth on www.nationalinfo.com. Such fees shall include, without limitation, the fees for services provided by HSPS and charges by any and all third parties whose materials or services are included as part of the Service. HSPS reserves the right to change the amount of, or basis for determining, any fees and institute new fees upon prior notice to Customer. Customer must provide HSPS with a valid credit card number or checking account number to which HSPS will automatically charge all fees as they become due. All monthly fees and set-up fees shall be due in advance of the month incurred and all 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 the withdrawal from Customer's checking account is denied, or Customer's charge is returned to HSPS for any reason, including charge back, or if Customer otherwise fails to make any payments owing to HSPS, HSPS may, at HSPS's discretion, suspend or terminate access to the Services and/or terminate this agreement. Customer's right to use the Services are subject to any limits established by HSPS 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) will accrue daily on any unpaid balance that is more than 30 days overdue. Customer shall be responsible for any and all taxes related to this agreement.

2. **HSPS's Services.** During the term of this agreement, HSPS shall provide online backup services and associated software to Customer (the "Services").

In connection with providing services to customers who may have large amounts of data (over 30 gigabytes) or slow internet connections, HSPS may request Customer initially backup their data onto a remote server provided by HSPS. If so requested by HSPS, Customer shall as promptly as practicable after receipt of the remote server, copy the data to be backed up onto such remote server and return such remote server to HSPS at the specified address. Customer agrees to return the remote server to HSPS in good condition immediately upon completion of the baseline backup and not to exceed 3 days or such other period set by HSPS. If the remote server is damaged or not returned within such period, HSPS 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 30 gigabytes of data, HSPS 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 HSPS shall not be responsible if such remote server is damaged or any Customer data is lost or otherwise inaccessible.

3. **Third Party Providers.** To access and use the Services, Customer may be required to subscribe to third-party providers. Customer acknowledges that to access the Services, Customer may have to agree to and execute agreements with third-party providers who may charge Customer fees that are in addition to the fees imposed by HSPS.

4. **License Grant.** During the term of this agreement, HSPS grants to Customer a non-exclusive, personal, non-transferable license to access and use the Services solely on and as part of HSPS's website and servers. HSPS may modify the Services at any time for any reason and may provide modified versions of the Services to Customer.

5. **Intellectual Property Rights.** Customer acknowledges and agrees that the Services constitute confidential and proprietary information of HSPS and its licensors and embodies trade secrets and intellectual property of HSPS and its licensors protected under United States copyright and other laws and international treaty provisions. Customer further acknowledges that all right, title, and interest in and to all parts of the Services, including, associated intellectual property rights, are and shall remain with HSPS and its licensors. Customer shall not, and shall cause its employees and agents not to, disclose or transfer any portion of the Services to any third party. Customer further agrees not to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, sublicense, distribute, remarket or otherwise dispose of any portion of the Services. Customer hereby acknowledges that, if HSPS at any time or from time to time performs any customizations or modifications to the Services, all rights and interests to such customizations or modifications shall be the sole property of HSPS.

6. **Term and Termination.** This agreement shall have an initial term of one month and shall thereafter automatically renew for successive one month periods. This agreement and Customer's

access to the Services shall terminate as follows: (i) either party may terminate at least 30 days prior notice; (ii) HSPS may immediately and without prior notice terminate upon a violation by Customer of HSPS's acceptable use policies; (iii) HSPS may terminate immediately and without prior notice in accordance with Section 1; and (iv) HSPS may terminate immediately if, after 15 days prior notice to Customer, Customer has failed to correct any breach of this Agreement.

Upon termination, HSPS may immediately remove all of Customer's data and information from HSPS'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 HSPS. If Customer desires to obtain a copy of its backup data, HSPS can 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 HSPS's sole discretion.

To cancel the Service, Customer should call HSPS toll-free at 1.800.734.5561 or send a request via mail to Henry Schein Practice Solutions, 727 E. Utah Valley Dr. Suite 750, Attention: eBackup Cancellations. For assurance of delivery, HSPS recommends that requests for cancellation are sent via certified mail.

Sections 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall survive any termination of this Agreement.

7. **Exclusion of Warranties.** HSPS PROVIDES THE HSPS SERVICE ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, whether express or implied, including, but without limitation, any implied warranty of merchantability, or fitness for a particular purpose. While HSPS makes reasonable efforts to maintain the Service, many factors are not within HSPS's control. Therefore, HSPS does not warrant, and is not responsible for (even if caused by the negligence of HSPS) any loss of data, delays, non-delivery or misdelivery of information, lack of access, slow response time, or service interruptions or errors. Loss, delay or non-delivery of data can be due to but not limited to HSPS's own negligence, viruses or other third parties. Customer's data is defined as any data held by HSPS and includes account information and email services. HSPS provides no warranty to customer regarding the accuracy of usage statistics, which HSPS may provide in its discretion. Further, no advice or information given by an HSPS representative shall create a warranty or serve as an amendment to this agreement.

HSPS has the right to change prices, or add or delete product features of any existing product or service, including the Service. The right to change products or services extends to any software supporting a product or service, including the Service. HSPS reserves the right to change prices or material features at any time upon 30 days prior notice HSPS reserves the right to institute new fees or new material features at any time upon 30 days prior notice. HSPS has the right to discontinue products or services, including the Service. HSPS also has the right to deactivate Customer's access to the Service with 30 day's prior notice. Except for certain products and services specifically identified as being offered by HSPS, HSPS does not control any materials, information, products, or services on the Internet. The Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. HSPS has no control over and accepts no responsibility for such materials. You assume full responsibility and risk for use of the Services and the Internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the Service or the Internet.

8. **Limitation of Liability and Damages.** THE TOTAL AGGREGATE LIABILITY OF HSPS TO CUSTOMER SHALL BE LIMITED TO THE AMOUNT PAID TO HSPS BY CUSTOMER HEREUNDER DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM IN WHICH HSPS IS LIABLE TO CUSTOMER. IN NO EVENT SHALL HSPS BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF BUSINESS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, OR OTHERWISE AND WHETHER OR NOT HSPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Patient Information.** The Services provided may enable Customer to upload and store confidential patient information to a site hosted by HSPS (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 services or to transmit certain information to third parties. Customer represents and warrants that it will, at all times during the term of this agreement and thereafter, comply with all laws directly or indirectly applicable to it or its organization that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of patient information, and use its best efforts to cause all persons or entities under its 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 it 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 Services. Customer agrees that HSPS, its licensors, and all other persons or entities involved in the operation of the Services provided through the site, have the right to monitor, retrieve, store and use patient information in connection with the operation of such Services, and are acting on Customer's behalf in transmitting patient information. HSPS 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. HSPS reserves the right to use and disclose to third parties information gathered during Customer's use of the site for purposes required by or compliant with all applicable laws; such disclosures to third parties will be in the form of aggregate deidentified data only (such as overall patterns or demographic reports) and shall not include any personally identifiable information (as defined by law). HSPS CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR CUSTOMER'S USE OR MISUSE OF PATIENT INFORMATION OR OTHER INFORMATION TRANSMITTED, UPLOADED, OR STORED USING THE SITE OR THE SERVICES. FURTHERMORE, CUSTOMER AGREES TO INDEMNIFY HSPS FROM ANY CLAIM, ACTION, OR CAUSE, TORT OR OTHERWISE, THAT MAY BE BROUGHT AGAINST CUSTOMER IN THE EVENT THAT PATIENT INFORMATION IS COMPROMISED DUE TO CUSTOMER'S NEGLIGENCE OR FAILURE TO SECURE IDS AND PASSWORDS.

10. **Secured Access.** The site is intended by HSPS to require a user ID and password to access and use. Certain Services may require additional codes. Customer is solely responsible for maintaining the strict confidentiality of the user IDs, passwords and codes (collectively, "IDs") HSPS assigns to Customer and any charges, damages, or losses that may be incurred or suffered as a result of Customer's failure to do so. HSPS 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 HSPS of any unauthorized use of IDs or other need to deactivate an ID due to security concerns.

11. **Security.** The site will endeavor to use appropriate security measures to protect the confidentiality of patient information. The site will use industry standard encryption technology in arranging for the transmission of patient information. Customer acknowledges and agrees that no form of encryption is fool proof and will hold harmless HSPS, its affiliate companies, Henry Schein, Inc., and their respective stockholders in the event that the site's security and the data contained therein is compromised.

12. **Indemnification.** Customer shall indemnify and hold HSPS, its affiliate companies, Henry Schein, Inc., and their respective stockholders harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that Customer may sustain or incur by reason of any breach or alleged breach of any term or condition of this agreement and for any act or omission of Customer or its clients which are in any way related to the Service.

13. **Force Majeure.** HSPS shall have no liability for delays, failure in performance or damages due to fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts of omissions of communications carriers, unauthorized use of the Services, or other causes beyond HSPS's control, whether similar to the foregoing or not.

14. **Miscellaneous.** Customer may not assign its rights or delegate any of its duties under this agreement without the prior written consent of HSPS, and any attempted assignment or delegation without such consent shall be void. If one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Nothing in this agreement or in the understanding of the parties construes upon the parties the status of partners or joint ventures. HSPS may subcontract any work, obligations or other performance required of HSPS under this Agreement without consent of Customer. Other than the termination of this agreement, all notices provided hereunder sent by email, mail or certified mail to HSPS, will be effective upon transmission. HSPS has the right to amend this agreement from time to time. This agreement shall be governed by the laws of the State of Utah, without giving effect to applicable conflict of laws provisions. The federal and state courts located in Salt Lake City, Utah alone have jurisdiction over all disputes arising out of or related to this agreement and the Services. Customer consents to the exclusive personal jurisdiction of such courts sitting in Utah with respect to such matters or otherwise between Customer and HSPS. In the event any litigation or other proceeding is brought by either party in connection with this agreement, the prevailing party in such litigation or other proceeding shall be entitled to recover from the other party all costs, attorneys' fees and other expenses incurred by such prevailing party in such litigation.

15. **U.S. GOVERNMENT RESTRICTED RIGHTS.** 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. The subcontractor/manufacturer is listed below.

Should you have any questions concerning this agreement, or if you desire to contact HSPS for any reason, please write to Henry Schein Practice Solutions, 727 E. Utah Valley Dr. Suite 750, American Fork, Utah, 84003, or call 1.800.734.5561.

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PowerPay Terms & Conditions

I hereby select the payment option marked above and accept all the associated conditions in accordance with normal operating policy. Henry Schein® Practice Solutions (HSPS) makes no warranty, expressed or implied, for its services. Customer must provide HSPS with a valid credit card number or check to which HSPS will automatically charge all PowerPay fees as they become due. If

payment by Customer's credit card or checking account is denied, or Customer's charge is returned to HSPS for any reason, including charge back or Customer otherwise fails to make any payments owing to HSPS, HSPS may, at its sole discretion, suspend or terminate access to the HSPS Services and/or terminate this Agreement. Customer's right to use PowerPay for Easy Dental is

subject to any limits established by HSPS or by the issuer of Customer's credit card. Interest charges of 1.5% per month and 18% APR (or the highest rate permitted by law if lower than 1.5% per month) will accrue daily on any unpaid balance, which is more than thirty (30) days overdue. HSPS reserves the right, for statistical purposes, to compile general procedure data for third parties.

eCentral Terms & Conditions

Carefully read the following terms and conditions of this agreement. By accessing and using the web hosting and electronic commerce services and associated software of Henry Schein® Practice Solutions ("HSPS"), you ("Customer") indicate the acceptance of the following terms and conditions and you agree to be bound by them. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT SIGN OR ACCESS OR USE THE HSPS WEB HOSTING SERVICES OR ASSOCIATED SOFTWARE.

This agreement constitutes the complete and exclusive statement of the agreement between you and HSPS with respect to the HSPS web hosting services and associated software and SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, oral or written, and any other communications relating to the subject matter of this agreement.

Now, therefore, in consideration of the mutual covenants set forth herein, HSPS and Customer agree as follows:

1. **Order Acceptance, Payment.** A. All orders are subject to acceptance by HSPS. An order will be deemed accepted by HSPS when HSPS sends written confirmation of the order to Customer. B. HSPS shall charge Customer's credit card for the applicable set-up fees and monthly fees according to the Package(s) (as defined on the facing page of this agreement) selected by Customer and provided by HSPS. Such fees and charges shall include, without limitation, the fees for hosting, design services, and charges by any and all third parties whose materials are included as part of the Package(s). HSPS reserves the right to change the amount of, or basis for determining, any fees or charges and institute new fees and charges upon prior notice to Customer. Customer must provide HSPS with a valid credit card number to which HSPS will automatically charge all HSPS fees as they become due. All monthly fees and set-up fees shall be due in advance of the month incurred and all additional charges shall be due at the end of the month in which such charges are incurred. If payment by Customer's credit card is denied, or Customer's charge is returned to HSPS for any reason, including charge back or Customer otherwise fails to make any payments owing to HSPS, HSPS may, at HSPS's discretion, suspend or terminate access to the HSPS Services and/or terminate this Agreement. Customer's right to use the HSPS Services are subject to any limits established by HSPS 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) will accrue daily on any unpaid balance, which is more than thirty (30) days overdue. Customer shall be responsible for any and all taxes related to this Agreement.
2. **HSPS Services.** During the term of this Agreement, HSPS shall provide software services to Customer according to the Package(s) accepted by Customer (the "HSPS Services"). "Package" means one of HSPS service offerings, as can be found on HSPS's Web site at <http://www.henryschein.com/eservices>. The specific Package to be provided to Customer shall be established by correspondence between HSPS and Customer. Such Package shall be deemed incorporated by reference into this Agreement, as if fully set forth herein. HSPS and Customer shall retain copies of such Package(s) for future reference.
3. **Third Party Providers.** To access and use the Services, Customer may be required to subscribe to third-party providers. Customer acknowledges that in order to access the Services, Customer may have to agree to and execute agreements with third-party providers who may charge Customer fees and are in addition to the fees and charges imposed by HSPS.
4. **Rules and Regulations.** You agree to hereby abide by the following rules and regulations with regard to acceptable use practices. These rules and regulations are intended to help enhance the use of the Internet by preventing unacceptable use. All users of HSPS's Internet services (the "Services")-those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Members")-must comply with these rules and regulations. HSPS supports the free flow of information and ideas over the Internet and does not actively monitor use of the Services under normal circumstances. HSPS may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate the following rules and regulations. HSPS may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of these rules and regulations may result in the suspension or termination of either your access to the Services. The following constitute violations of this Agreement:
 - a. **Illegal use.** Using the Services to transmit material (by uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or rules or regulations promulgated thereunder.
 - b. **Harm to minors.** Using the Services to harm, or attempt to harm, minors in any way.
 - c. **Threats.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
 - d. **Harassment.** Using the Services to transmit any material (by uploading, posting, or otherwise) that harasses another.
 - e. **Fraudulent activity.** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
 - f. **Forgery or impersonation.** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.
 - g. **Unsolicited commercial email/Unsolicited bulk email.** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
 - h. **Unauthorized access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of HSPS's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
 - i. **Copyright or trademark infringement.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
 - j. **Collection of personal data.** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
 - k. **Reselling the services.** Reselling the Services without HSPS's authorization.
 - l. **Network disruptions and unfriendly activity.** Using the Services for

any activity which adversely affects the ability of other people or systems to use HSPS Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Customer's responsibility to ensure that their network is configured in a secure manner. A Customer may not, through action or inaction, allow others to use their access for illegal or inappropriate actions. A Customer may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

m. **Exceeding Web Site Size and Traffic Limitations:** All HSPS customers receive a set amount of workspace for use with their HSPS account, the amount determined by the Package the Customer purchased. Each Customer's workspace is allocated a certain amount of traffic per month. If a site exceeds its maximum monthly allotment of traffic, which shall be determined at HSPS's sole discretion, the site will become unavailable until such time that the Customer can be contacted and appropriate arrangements can be made. A site that exceeds the Customer's maximum allotment in size will also become unavailable. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site's contents via certain Web creation tools.

5. **License Grant.** During the term of this Agreement, HSPS grants to Customer a non-exclusive, personal, non-transferable license to access and use the HSPS Services solely on and as part of HSPS's web site and servers. HSPS may modify the Services at any time for any reason and may provide modified versions of the HSPS Services to Customer.

6. **Intellectual Property Rights.** Customer acknowledges and agrees that the HSPS Services constitute confidential and proprietary information of HSPS and its licensors and embodies trade secrets and intellectual property of HSPS and its licensors protected under United States copyright and other laws and international treaty provisions. Customer further acknowledges that all right, title, and interest in and to all parts of the HSPS Services, including, without limitation, associated intellectual property rights, are and shall remain with HSPS and its licensors. Customer shall not, and shall cause its employees and agents not to, disclose or transfer any portion of the HSPS Services to any third party. Customer further agrees not to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, sublicense, distribute, remarket or otherwise dispose of any portion of the HSPS Services. Customer hereby acknowledges that, if HSPS at any time or from time to time performs any customizations or modifications to HSPS Services, all rights and interests to such customizations or modifications shall be the sole property of HSPS.

7. **Term and Termination.** A. This Agreement shall have an initial term of one (1) month and shall thereafter automatically renew for successive one (1) month periods. You must register a domain name for a minimum of one year. Domain name registration is for one (1), three (3) or five (5) year terms. Customer will specify which term to purchase. Customer will be charged a one-time registration fee per domain extension. This charge is non-refundable and non-disputable regardless of termination of eCentral. This Agreement and Customer's access to the HSPS Services shall terminate as follows: (i) Either party may terminate upon thirty (30) days prior notice; (ii) HSPS may immediately and without prior notice terminate upon a violation by Customer of HSPS's acceptable use policies; (iii) HSPS may terminate immediately and without prior notice in accordance with Section 1; and (iv) HSPS may terminate immediately if, after 15 days prior notice to Customer, Customer has failed to correct any breach of this Agreement. B. Upon termination by HSPS may immediately remove all of Customer's data and information from HSPS'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 HSPS. C. To cancel a HSPS web hosting, Customer should call HSPS toll-free at 1-800-734-5561 or send a request via mail to Henry Schein Practice Solutions, 727 E. Utah Valley Dr. Ste. 500, Attention: Web Hosting Cancellations. For assurance of delivery, HSPS recommends that requests for cancellation are sent via certified mail. D. Sections 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall survive any termination of this Agreement.

8. **Exclusion of Warranties.** HSPS PROVIDES THE HSPS SERVICE ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, whether express or implied, including, but without limitation, any implied warranty of merchantability, or fitness for a particular purpose. While HSPS makes reasonable efforts to maintain the HSPS service, many factors are not within HSPS's control. Therefore, HSPS does not warrant, and is not responsible for (even if caused by the negligence of HSPS) any loss of data, delays, non-delivery or misdelivery of information, lack of access, slow response time, or service interruptions or errors. Loss, delay or non-delivery of data can be due to but not limited to HSPS's own negligence, viruses or other third parties. Customer's data is defined as any data held by HSPS and includes account information, web hosting data, email and domain name services. HSPS provides no warranty to customer regarding the accuracy of usage statistics, which HSPS may provide in its discretion. Further, no advice or information given by an HSPS representative shall create a warranty or serve as an amendment to this agreement.

HSPS has the right to change prices, or add or delete product features of any existing product or service. The right to change products or services extends to any software supporting a product or service. HSPS reserves the right to change prices or material features at any time upon 30 days prior notice. HSPS reserves the right to institute new fees or new material features at any time upon 30 days prior notice. HSPS has the right to discontinue products or services and the right to remove or reassign IP addresses of a customer's web site. HSPS also has the right to deactivate a customer's service with a thirty (30) day notice. Except for certain products and services specifically identified as being offered by HSPS, HSPS does not control any materials, information, products, or services on the Internet. The Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. HSPS has no control over and accepts no responsibility for such materials. You assume full responsibility and risk for use of the services and the Internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service or the Internet.

9. **Limitation of Liability and Damages.** THE TOTAL AGGREGATE LIABILITY OF HSPS TO CUSTOMER SHALL BE LIMITED TO THE AMOUNT PAID TO HSPS BY CUSTOMER HEREUNDER DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM IN WHICH HSPS IS LIABLE TO CUSTOMER. IN NO EVENT SHALL HSPS BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF BUSINESS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, OR OTHERWISE AND WHETHER OR NOT HSPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Confidentiality.** Customer acknowledges that by reason of its relationship with HSPS, it may have access to certain information and materials relating to HSPS's business, customers, software

technology and marketing which HSPS treats as confidential (collectively "Confidential Information"). Customer shall: (i) hold in confidence, and not disclose or reveal to any person or entity, any Confidential Information without the clear and express prior written consent of a duly authorized representative of HSPS; and (ii) not use or disclose any of the Confidential Information for any purpose at any time, other than for the limited purpose of performance under this Agreement. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for two (2) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

11. **Patient Information.** The Services provided may enable you to upload and store confidential patient information to a web site hosted by HSPS (hereafter designated as the "site"). State and Federal laws, as well as ethical and licensure requirements of your profession, may impose obligations with respect to patient confidentiality that may limit your ability to make use of certain services or to transmit certain information to third parties. You represent and warrant that you will, at all times during the term of this Agreement and thereafter, comply with all laws directly or indirectly applicable to you or your organization that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of patient information, and use your best efforts to cause all persons or entities under your direction or control to comply with such laws.

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

12. **Secured Access.** The site is intended by HSPS to require a user ID and password to access and use. Certain Services may require additional codes. You are solely responsible for maintaining the strict confidentiality of the user IDs, passwords and codes (collectively, "IDs") HSPS assigns to you and any charges, damages, or losses that may be incurred or suffered as a result of your failure to do so. HSPS is not liable for any harm related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person or entity to access and use the site using your IDs. You agree to immediately notify us of any unauthorized use of your IDs or other need to deactivate an ID due to security concerns.

13. **Security.** The site will endeavor to use appropriate security measures to protect the confidentiality of patient information. The site will use industry standard encryption technology in arranging for the transmission of patient information. You acknowledge and agree that no form of encryption is fool proof and will hold harmless HSPS, its affiliate companies, Henry Schein, Inc., and its stock holders in the event that the site's security and the data contained therein is compromised.

14. **Indemnification.** Customer shall indemnify and hold HSPS, its affiliate companies, and Henry Schein, Inc., and its stock holders harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that you may sustain or incur by reason of any breach or alleged breach of any term or condition of this Agreement (including reasonable attorney's fees) and for any act or omission of Customer or its clients which are in any way related to the HSPS Service.

15. **Force Majeure.** HSPS shall have no liability for delays, failure in performance or damages due to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts of omissions of communications carriers, unauthorized use of the Services, or other causes beyond HSPS's control, whether similar to the foregoing or not.

16. **Miscellaneous.** Customer may not assign its rights or delegate any of its duties under this Agreement without our prior written consent of HSPS, and any attempted assignment or delegation without such consent shall be void. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Nothing in this Agreement or in the understanding of the parties construes upon the parties the status of partners or joint ventures. HSPS may subcontract any work, obligations or other performance required of HSPS under this Agreement without consent of Customer. Other than the termination of this agreement, all notices provided hereunder sent by email, mail or certified mail to HSPS, will be effective upon transmission. HSPS has the right to amend the Agreement from time to time. The Agreement shall be governed by the laws of the State of Utah, without giving effect to applicable conflict of laws provisions. The federal and state courts located in Salt Lake City, Utah alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. You consent to the personal jurisdiction of such courts sitting in Utah with respect to such matters or otherwise between you and HSPS, and waive your rights to removal or consent to removal. In the event any litigation or other proceeding is brought by either Party in connection with this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to recover from the other Party all costs, attorneys' fees and other expenses incurred by such prevailing Party in such litigation.