

## TeleDent Terms & Conditions

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE TELEDENT SERVICES (AS DEFINED BELOW). BY ACCESSING OR USING ALL OR ANY PORTION OF THE TELEDENT SERVICES, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THE AGREEMENT AND REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THE AGREEMENT ON BEHALF OF CUSTOMER. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE BY HENRY SCHEIN LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU HAVE NOT BEEN GRANTED THE RIGHT TO USE THE TELEDENT SERVICES AND YOU SHOULD CANCEL OPERATION OF THE TELEDENT SERVICES.

These TeleDent Terms & Conditions set forth the Agreement between Henry Schein, Inc. (“Henry Schein”) and you (“you”, “your” or “Customer”). For the avoidance of doubt, if Customer is an entity, then use of Customer in this Agreement includes all employees and agents of Customer. Each of Customer and Henry Schein are referred to herein as a “party” and collectively as the “parties”.

The Customer is subscribing for the TeleDent teledentistry solution (the “TeleDent Services”) provided by MouthWatch, LLC, and Customer acknowledges and agrees that description of the capabilities and features of TeleDent Services are those of Mouthwatch alone. Henry Schein and its affiliates make no guarantee of the performance of the TeleDent Services and are not responsible for, and expressly disclaim, all liability for damages of any kind arising out of the use of the TeleDent Services.

1. **Subscription.** Customer hereby enrolls in and subscribes to TeleDent Services, on the terms and subject to the conditions set forth in this Agreement.
2. **Subscription Level.** The terms and conditions applicable to your subscription will depend on the subscription level and number of users selected by the Customer. If Customer changes the subscription option, this Agreement will continue to apply to the Customer’s use of, and access to, the TeleDent Services.
  - a. **Monthly Subscription.** The Customer agrees to pay a monthly subscription fee based on the number of users. The monthly fee will be calculated as follows:

TeleDent Professional	All prices shown below are monthly fees.	
	MSRP	
2 user starter Regular sale	\$109	
Each additional User (up to 10)	\$15	
Each additional User (up to 20)	\$14	
Each additional User (up to 50)	\$13	
Each additional User (up to 100)	\$12	
Each additional User (above 100)	\$11	
Storage (Each 10 GB - \$10 per month)	\$10	

If the number of users changes during the month so that Customer's total users changes to a different pricing category, Henry Schein will make a prorated adjustment to the invoice for the month in which such change occurred.

3. **Term and Termination.** The initial term for a monthly subscription will be one (1) month (the "Initial Monthly Term") and will automatically renew for successive monthly terms (each a "Monthly Renewal Term") unless either party terminates the Agreement by written notice provided to the other party at least 30 days prior to the start of any Monthly Renewal Term. Henry Schein may suspend or terminate any subscription immediately and without prior notice for Customer's failure to pay any amounts when due or failure to comply with any other obligations hereunder.
4. **MouthWatch End User License Agreement.** Use of the TeleDent Services is also subject to the TeleDent terms and conditions set forth in MouthWatch's end user license agreement, which can be found at the following website:  
<https://www.mouthwatch.com/terms-of-service/>
5. **Amendments.** Henry Schein may amend this Agreement at any time upon at least 30 days prior written notice to Customer.
6. **Disclaimer; Limitations of Liability.**
  - a. TO THE FULLEST EXTENT PERMITTED BY LAW, HENRY SCHEIN PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT.
  - b. Henry Schein shall not be liable for any liabilities, losses or other damages of Customer, its patients, employees, agents or representatives related to the use or sale of the TeleDent Services or the provision of any other services provided in respect thereof. Customer agrees to look solely to the applicable party providing such services for any claim arising due to any loss, injury, damage or death related to the use or sale of such components, products or services.
  - c. Customer assumes full responsibility for the delivery of medical care and hereby acknowledges and agrees that Customer is fully responsible for all medical and clinical activities, diagnoses and outcomes. Customer acknowledges that (i) Henry Schein makes no representations, warranties or guarantees, express or implied, regarding the conformance to any standards of medical practice of the TeleDent Services or Customer's entitlement to receive payment or reimbursement from any third party payor for medical care or other services provided using the TeleDent Services, and (ii) Customer is solely responsible for its clinical decision-making based on the medical condition and needs of its patients.
  - d. HENRY SCHEIN SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSS OF GOODWILL, ARISING FROM OR RELATING TO THE PRODUCTS OR SERVICES OR ANY BREACH OF THIS AGREEMENT (OR ANY DUTY OF COMMON LAW, AND WHETHER OR NOT OCCASIONED BY THE NEGLIGENCE OF HENRY SCHEIN OR ITS AFFILIATES), REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
7. **Henry Schein Standard Terms.** All sales hereunder subject to Henry Schein, Inc.'s standard terms of sale in effect at time of order, available at [www.henryschein.com/us-en/dental/LegalTerms.aspx](http://www.henryschein.com/us-en/dental/LegalTerms.aspx).
8. **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles that would result in the application of the laws of any other jurisdiction. The parties irrevocably submit to the jurisdiction of the federal courts sitting in the Eastern and Southern Districts of New York or any New York state courts in the counties of Nassau and Suffolk, for the purpose of any suit, action or proceeding arising out of this Agreement. The parties hereby irrevocably waive the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding.