

TERMS & CONDITIONS

THIS AGREEMENT (this “Agreement”) is made as of the “Contract Effective Date” set forth on the opposite side of this page (the “Cover Page”), between Henry Schein, Inc., a corporation incorporated under the laws of Delaware (“HS”) and the individual, corporation, or professional corporation, as may be, identified as the “Customer” on the Cover Page (the “Customer”).

Subscribed Services; Qualified Equipment; Updates and Exclusions

- HS will render the services subscribed for by the Customer based on the service Tier indicated on the Cover Page (the “Subscribed Services”). The Subscribed Services will be performed only on (or with respect to) Qualified Equipment (as defined below) that is owned or leased by the Customer.
- “Qualified Equipment” means the following large dental equipment that is owned or leased by the Customer and that HS is authorized to service, repair and maintain:
 - dental vacuums,
 - dental compressors
- For the avoidance of doubt, Qualified Equipment does not include (among other things) any computers, servers, networking equipment (such as routers), software, CAD/CAM milling machines, reverse-osmosis equipment, handpieces, dental impression equipment and other non-large dental equipment.
- Qualified Equipment does not include any equipment or other products that are not currently, or in the future are no longer, offered for sale or lease by HS or are not currently, or in the future are no longer, supported by HS (including, for example, if HS is no longer authorized to service, repair or maintain such equipment). HS reserves the right to update the definition of Qualified Equipment from time to time to exclude any manufacturers or equipment, and, if appropriate, as determined by HS in its sole discretion, will reduce the Subscription Fee on a *pro rated* basis to reflect such updates. The list of manufacturers for which HS is authorized to provide service, repair and services may be found at <http://www.henryscheindental.com/HSPracticeProtection>, which list may be updated by HS from time to time, without notice to Customer.
- Subscribed Services includes technician labor hours required to monitor qualified, subscribed equipment.
- Subscribed Services excludes:
 - Preventative maintenance services
 - Installation services
 - Moving or damage resulting from moving the equipment
 - Damage resulting from renovations or overhauls
 - Damage resulting from misuse, unauthorized repairs or improper installation
 - Damage resulting from failure to follow manufacturer’s preventative maintenance requirements
 - Damage resulting from weather, flooding, electrical issues and other similar circumstances or conditions
 - Qualified Equipment for which replacement parts are no longer available
 - Qualified Equipment that is no longer supported by the manufacturer
 - Repair services required in connection with a manufacturer’s (or other) recall.
 - Any other non-preventive or non-regular repair or maintenance work, as reasonably determined by HS or its service technician
 - Other facts or circumstances as reasonably determined by HS or its service technician resulting in the applicable Qualified Equipment not being repairable.

Any services provided as a result of the events described above will be charged at HS’s regular or overtime (as applicable) labor rate at the time the work is performed.

- Labor time for the repair of any Qualified Equipment that is covered by a manufacturer’s labor warranty, or any HS Connections Awards extended labor warranty, will not be deducted from labor included in Subscribed Services and are not covered by this Agreement.

Technical Advisors Hotline

- HS’s Technical Support Hotline will be available to Customer from Monday to Friday, 7am to 9pm ET, and for Customers in the Northeast Region (only), on Saturdays 9am to 2pm ET. All hours are

subject to change from time to time.

- Technical Support Hotline can be reached by dialing 1-800-280-8990, then select option 1.

Monthly Subscription Fees

- Customer will pay the monthly subscription fee indicated on the Cover Page (“Subscription Fee”) each month, in advance. Invoices are payable on receipt. Subscribed Services may be withheld for accounts not in good standing, in HS’s sole discretion.

Annual Contract Term; Termination and Suspension Rights

- The initial term of this Agreement begin on the Contract Effective Date (as indicated by HS on the Cover Page) and continue until the day before the one year anniversary of the Contract Effective Date, and unless terminated in accordance with the terms hereof, will be automatically renewed for successive yearly periods unless terminated either by HS or Customer on at least thirty days’ written notice to the other, with the effective date of such termination to be the last day of the calendar month that occurs after such thirty day notice period.
- Notwithstanding the foregoing, HS may suspend the Subscribed Services or terminate this Agreement at any time if Customer fails to pay the Subscription Fee when due or otherwise violates the terms and conditions of this Agreement.
- The Customer acknowledges that certain mechanical or other issues related to the Qualified Equipment may not be repairable. HS agrees to provide the Subscribed Services, but does not guarantee that the Subscription Services will remedy all issues or that the Subscribed Services will avoid the need for subsequent repair or maintenance. No credit or refunds will be provided if HS is unable to fix or repair any Qualified Equipment.

Other Important Terms and Conditions

- HS is not responsible for events and circumstances beyond HS’s reasonable control which limit or restrict HS’s ability to timely provide the Subscribed Services or the delivery of parts, such as labor disruptions, manufacturer shortages, natural disasters, severe weather, war or terrorism or other similar events.
- The Subscribed Services do not include the maintenance or repair of plumbing, carpentry or electrical work external to the equipment. Any labor and material required as a result of electrical power failure, fire, theft, water, abuse or other casualties or external forces are expressly excluded from the Subscribed Services, and any services and material required as a result of such events or occurrences will be billed by HS at its regular rates then applicable. Customer agrees that HS does not assume liability for any accidents to or caused by any equipment. It is further agreed that any repairs or adjustments made by any person other than HS’s authorized representative will relieve HS from its responsibility under this Agreement.
- 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.
- All Claims related to or arising under or relating to this Agreement are to be exclusively and finally determined by binding arbitration in the state of New York, or another location mutually agreeable to the parties. Any and all Claims must be arbitrated on an individual basis, and there shall be no right or authority for any Claims or disputes to be arbitrated on a class action or collective basis. For avoidance of doubt, each party irrevocably waives any right to: (i) have any Claim resolved in connection with any class action or collective action, or (ii) recover any damages or relief directly or indirectly as part of any class action or collective action. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association, or if applicable, under its Procedures for Large, Complex Commercial Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses and reasonable attorneys’ fees. Any such arbitration shall be conducted by an arbitrator experienced in the disputed subject matter and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be or has been at any time employed by or affiliated with a competing organization or entity. An

award of arbitration may be confirmed in a court of competent jurisdiction. To the extent that any Claim or dispute is determined to not be subject to arbitration, all other Claims or disputes that would otherwise be subject to arbitration must be arbitrated. As used in this Agreement, "Claims" shall mean any and all liabilities, disputes and expenses whatsoever including, without limitation, claims, adversary proceedings (whether before a court, administrative agency or any other tribunal), damages (whether compensatory, multiple, exemplary or punitive), judgments, awards, penalties, settlements, investigations, costs, responses to subpoenas or other governmental directives and reasonable attorneys' fees and disbursements with respect to any claims that may be sustained, suffered or incurred by a Party hereto.

- This Agreement embodies the entire agreement of the parties with regard to the matters herein, and may not be amended without the prior written approval of HS. HS may amend or modify the terms and conditions of this Agreement by providing Customer with at least 30 days prior written notice of such amendments and/or modifications.
- Customer may not assign this Agreement (whether directly or indirectly, by operation of law or otherwise, including a change of ownership of any Customer) without the prior written consent of HS, which may be withheld in HS's sole discretion. HS may assign its rights or obligations under this Agreement at any time without the need for any approval by, or notice to, Customer.
- Any notice by Customer to HS related to this Agreement shall be in writing and sent to:
VP Of Operations, Dental
Henry Schein, Inc.
135 Duryea Road
Melville, NY 11747
with a copy to:
Office of the General Counsel
Henry Schein, Inc.
135 Duryea Road, Melville, NY 11747.
- Any notice by HS to Customer related to this Agreement shall be sent by HS using the mailing address or e-mail address of Customer set forth on the Cover Page.
- If any part of this Agreement is held or rendered invalid or illegal, the remainder of this Agreement continues to apply.
- EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE EXTENT PERMITTED BY LAW, HS PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT, AND THE CUSTOMER SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THEREON.
- HS 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 ANY BREACH TO THIS AGREEMENT (OR ANY DUTY OF COMMON LAW, AND WHETHER OR NOT OCCASIONED BY THE NEGLIGENCE OF HS OR ITS AFFILIATES OR ANY OF THEIR ASSIGNEES), REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, HS'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO HS UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE LIABILITY DURING THE SIX (6) MONTHS BEFORE THE LIABILITY AROSE.