API License Agreement
User Terms and Conditions

This API License Agreement – User Terms and Conditions ("**Agreement**") is between Henry Schein, Inc.("**HSI**") and the applicable user of the HSI API which has been authorized hereunder by HSI and which has accepted this Agreement and these User Terms and Conditions, as provided below ("**User**"), and is effective as of the date of such acceptance ("**Effective Date**"). Capitalized terms not otherwise defined within this Agreement shall have the meanings set forth in the Additional Definitions section below.

1. User's License, Rights and Obligations.

1.1 User's Access and Use of the HSI API and HSI Content.

(a) HS hereby grants to the User a limited, nonexclusive, nontransferable right and license to access and use the Access Credentials provided to Use by HSI, the HSI API, the HSI Content and any Interface developed by HSI ("**HSI Interface**") for use in accessing the HSI API and HSI Content (together, the "**HSI Tools, Content and Materials**") solely in connection with a single User Application approved in advance by HSI and solely for the Permitted Purpose. User's and each End User Customer's use and access to the HSI Tools, Content and Materials shall be subject to and in accordance with the terms and conditions of this Agreement and such other terms and conditions, including HSI's standard terms of use and data privacy policies, that are posted on the HSI website at www.henryschein.com and/or on HSI portal, application or website which User uses to access the HSI API (collectively, the "**HSI User Terms**"). User's access to the HSI API and HSI Content shall, if applicable, be via an Interface developed by User at its sole cost and expense and approved by HSI in its sole discretion for use hereunder ("**User Interface**"), which User Interface shall be used by User solely to access the HSI API in accordance with the HSI User Terms.

(b) User's right to use and access and use the HSI Tools, Content and Materials shall be restricted solely to use with the User Application in the Territory for the Permitted Purposes and solely in accordance with the HSI User Terms. User shall promptly notify HSI in writing of any changes to the User Application or User Interface that would affect User's or any End User Customer's use of and/or access to any of the HSI Tools, Content and Materials or that that would affect User's or any End User Customer ability to fully comply with the HSI User Terms. FOR THE AVOIDANCE OF DOUBT, THE RIGHT TO USE AND ACCESS THE HSI TOOLS, CONTENT AND MATERIALS SHALL NOT BE EXTENDED TO ANY THIRD PARTIES (OTHER THAN END USER CUSTOMERS) OR TO ANY OTHER APPLICATIONS, PLATFORMS, PRODUCTS OR SERVICES OF USER, ANY OF ITS AFFILIATES OR ANY THIRD PARTY, IN EACH CASE WITHOUT THE EXPRESS WRITTEN CONSENT OF HSI.

(c) User shall only use and allow access to HSI Content through the HSI API as and when provided by HSI hereunder and shall not seek to or authorize any third party to alter or edit such information.

(d) User must use only those User Credentials generated and issued to User by HSI to access the HSI Tools, Content and Materials and cannot use access credentials from any other person, entity or source, including the use of and access by User to any End User Customer's or potential End User Customer's account or other customer identifying information (all of which shall be deemed part of the HSI Content) maintained or stored (whether electronically or otherwise) with, by or on behalf of HSI or its affiliates (including any End User Customer's access credentials which have been granted by HSI for such End User Customer to independently access any HSI Content relating to such End User Customer). User will not access, seek to access or authorize the accessing of any HSI Content or other non-public HSI data or information by any methods or means not authorized in advance by HSI, including by the use of web-scraping, web-harvesting, web-data-extraction, DOM parsing, computer-vision and/or natural language processing (to simulate human browsing to enable gathering web page content for offline parsing) or any similar practices, whether done manually or via software, bot or web crawler. Use of any unauthorized access credentials or accessing any of the HSI Tools, Content and Materials by any unauthorized means is cause for immediate termination of the Agreement and access to the HSI Tools, Content and Materials by HSI.

(e) HSI may extend, enhance, upgrade, improve, alter, or modify the HSI Tools, Content and Materials, or any portions thereof ("Modifications") from time to time in HSI 's sole discretion with or without notice to User. User acknowledges and agrees that any such Modifications may affect the compatibility and functionality of the User Interface and may require User to make changes to such User Interface at User's own cost

1.2. User's Obligations.

(a) User shall, at its own cost and expense, develop the User Interface which allows User to access and use the HSI API. The "About" screen of the User Interface shallcontain the following statement: "[USER NAME] is not affiliated with or sponsored by Henry Schein, Inc. or its affiliates. This User Interface utilizes the Henry Schein API; all rights reserved"

(b) User further acknowledges and agrees that it shall seek to access or provide any access by or to any third party via any means to the HSI Tools, Content and Materials or any other content or materials provided as a part of or in connection therewith, other than via User's authorized access and use of the Access Credentials in accordance with the HSI User Terms. User is solely responsible for maintaining the strict confidentiality and security of Access Credentials (which shall be deemed Confidential Information hereunder), and User shall be liable for any claims, damages, losses or liabilities that may be incurred or suffered by HSI or its affiliates as a result of User's failure to maintain such confidentiality or security. HSI is not liable for any claims, damages, losses or liabilities related to the unauthorized or wrongful use of or access to any of the HSI Tools, Content and Materials, including any Access Credentials. The Access Credentials

are the property of HSI and may be revoked at any time in the sole discretion of HSI for User's failure to comply with any of the HSI User Terms, including but not limited to the following: (i) User shares the Access Credentials with any third party, (ii) the security or confidentiality of such Access Credentials is compromised in any way, (iii) User or any End User Customer breaches any of the HSI User Terms; or (iv) this Agreement is terminated for any reason.

(c) Upon request from HSI, User will complete an additional or updated security assessment as provided by HSI to ensure that User and the User Application follow and maintain proper security protocols and procedures that are compliant with applicable Laws and industry best practices. If HSI concludes in its sole discretion after such security assessment that User or the User Application fail to meet such standards, HSI may immediately terminate this Agreement and User's access to any or all of the HSI Tools, Content and Materials.

(d) Insurance. User shall maintain during the Term (and, if any policy is on a claims-made and reported form, for three years thereafter): (i) comprehensive "occurrence" general liability insurance, including "occurrence" product liability, contractual liability insurance and advertising injury coverage, with minimum limits of liability of $3,000,000; and (ii) technology errors and omissions insurance, with minimum limits of $3,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and network security and privacy risks (including coverage for unauthorized access, unauthorized use, failure of security including tampering with or introduction of malicious code into firmware, data, software systems or networks, breach of privacy perils, wrongful disclosure or theft of confidential information and affirmative breach remediation expense and regulatory action coverages). Within thirty (30) days of the Effective Date and thereafter upon request from HSI, User shall deliver to HSI a certificate thereof with "Henry Schein, Inc. and its subsidiaries and affiliates" named as an additional insured thereon. Such insurance must insure against the User Application. Insurance coverage must be procured from an insurance company bearing an AM Best Rating of no less than B+ or an S&P Rating of no less than BBB. User shall give HSI at least 30 days' notice of any cancellation or expiration of such insurance.

(e) User shall not advertise or list the User Application in conjunction with HSI's or any of its subsidiaries' or affiliates' names, trademarks, trade names or logos ("HSI Trademarks") without the prior express written consent of HSI.

1.3. Prohibitions on Use and Access. User shall not use or access (nor facilitate or enable any third party to use or access) any of the HSI Tools, Content and Materials or the User Interface in any other than for the Permitted Uses or in any way not expressly permitted under this Agreement. For the avoidance of doubt, User shall not, and shall not allow any third party to:

(a) Provide any access to or use by any third party of any of the HSI Tools, Content and Materials or any other content or materials provided as a part of or in connection with therewith, other than in accordance with the HSI User Terms, including this Agreement. All other third-party access must be authorized directly by HSI via a fully executed API License Agreement between HSI and such third party.

(b) Modify, adapt, translate, edit, alter, delete, decompile, reverse engineer, disassemble or otherwise attempt to derive code from or use, copy, distribute or modify any of the HSI Tools, Content and Materials, or any portion thereof or any other content or materials provided as a part of or in connection therewith, including through any timesharing service, service bureau, network or other similar means, or otherwise duplicate any of the specific functionality or workflow thereof.

(c) Remove, deface, obscure, or alter HSI's copyright notice(s), HSI Trademark(s) or other notices, branding, text, or images, affixed to or provided as a part of or in connection with the HSI Tools, Content and Materials.

(d) Transfer, sell, distribute, disclose, lease, syndicate, sub-syndicate, lend, or sublicense any of HSI Tools, Content and Materials or any other content or materials provided as a part of or in connection therewith.

(e) Use the HSI Tools, Content and Materials or any other content or materials provided as a part of or in connection therewith (or any derivative works thereof) for any purpose other than in connection with the User Application as set forth herein and in accordance with the HSI User Terms, including, without limitation, (i) for the purpose of developing or making available any product or service other than the User Application, including any product or service that will be owned by and/or distributed under the trademarks or brand of User, its affiliates or any third party, in each case without HSI's prior written approval, (ii) to allow any integration of or access to such tools, content or materials other than via the direct use of the HSI API and as authorized by HSI and in accordance with the HSI Terms, (iii) to upload any such tools, content or materials to any third party service or "middleware" that would allow such third party or middleware to bypass the use and access requirements of the HSI User Terms or provide any such use or access to others without HSI's prior written approval, (iv) for use of any such tools, content or materials in a manner that is false, inaccurate or misleading or infringes on HSI's, it's affiliates' or any third party's intellectual property rights, violates any Law, contract, or generally accepted practice in the Territory, or is defamatory, libelous, threatening or harassing, (v) for any use in a manner that may impact, damage, interfere (or attempt to interfere) with, intercept, copy or expropriate any system, data, or environment, including, without limitation, any of the HSI Tools, Content and Materials and/or any other of HSI's systems, software, data, tools or environments; or (vi) for any use that may create liability for HSI or its affiliates or cause HSI to lose (in whole or in part) the services of, or damage HSI's or its affiliates' relationships with, any of their suppliers (including their internet service providers) or customers. If HSI determines in its sole discretion that User's use of the HSI Tools, Content and Materials or any other content or materials provided as a part of or in connection with the therewith is in violation of the HS User Terms, including this Agreement and/or this Section, or otherwise constitutes a prohibited use, then HSI may take action in its discretion to prevent any such use including terminating this Agreement or restricting the transactions that are impacting or damaging such systems, data, applications, software, or environments, including the HSI API, HSI Content and/or the or User Interface, including limiting the transactions to non-business hours.

(f) Make or place any statements or materials concerning HSI or its affiliates on or in connection with the User Application or any packaging or marketing materials unless approved in writing in advance by HSI.

(g) Use any of the HSI Tools, Content and Materials, the User Interface or any other content or materials provided as a part of or in connection therewith (or any derivative works thereof) for any payments or payment applications, including mobile payments, online payments, patient financing, point of care payments, or text to pay.

(h) Use or otherwise process any HSI Content and/or HSI Confidential Information or any other content or materials provided as a part of or in connection therewith (or any derivative works thereof), including in anonymized, aggregated, or de-identified form, in any manner in connection with any tools, products or services that consist of, incorporate, train or otherwise leverage artificial intelligence (including but not limited to generative artificial intelligence) technologies, whether directly or indirectly, and/or (b) disclose any HSI Content and/or HSI Confidential Information to any third party that could reasonably be expected to do the same.

2. Term and Termination.

2.1. Term. This Agreement will begin as of the Effective Date and will remain effective for an initial term of one (1) year (the "**Initial Term**"). After the Initial Term, this Agreement will automatically renew for successive additional one-year periods (each a "**Renewal Term**") unless and until either party elects not to renew by giving written notice to the other party not less than thirty (30) days prior to the end of the then-current contractual period. As used herein, the "**Term**" means the Initial Term and each Renewal Term.

2.2. Termination for Cause. Notwithstanding the foregoing, this Agreement may be terminated by either party immediately upon written notice to the other party if the other party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice related to that party's performance under the Agreement; (c) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within thirty (30) days following written notice to the breaching party (or sooner as otherwise provided in this Agreement) or (d) effectuates a User Change of Control (collectively, "Termination for Cause").

2.3. Termination for Convenience. Notwithstanding anything to the contrary herein, this Agreement may be terminated at any time, without liability, by either party for any reason or no reason upon thirsty (30) days' prior written notice.

2.4. Effect of Termination.

(a) Except as otherwise provided in Section 2.4(b) below, upon termination of this Agreement: (i) all rights and access granted hereunder to the HSI Tools, Content and Materials or any other content or materials provided as a part of or in connection therewith shall immediately cease; (ii) User shall cease all use of or allow any access to the HSI Tools, Content and Materials or any other content or materials provided as a part of or in connection therewith, the User Interface and the HSI Trademarks; (iii) each party shall, upon written request of the other party, return or destroy all copies of any Confidential Information (as defined herein) in its possession of which it is aware and to which it has access and is reasonably able to destroy or delete. Upon request of HSI, a duly authorized officer of User shall certify that these steps have been taken.

(b) Notwithstanding the foregoing, except in the event of Termination for Cause by HSI, and subject to User providing written notice to HSI of its intent to exercise such right at least thirty (30) days prior to the termination date ("Wind Down Notice Date"), User may, for a period of no more than sixty (60) days following termination ("Wind Down Period"), continue to access and allow its then current End User Customers to use the HSI Tools, Content and Materials in accordance with the HSI User Terms, in order to effectuate the termination of their use by End User Customers after the conclusion of the Wind Down Period; provided, however, that User may not authorize any new End User Customers for any such use or access which were not End User Customers as of the Wind Down Notice Date.

(c) User shall keep and maintain for five (5) years after the termination a complete and accurate set of books and records relating to its performance hereunder in sufficient detail so that such performance can be properly verified or audited in accordance with this Agreement.

2.5. Survival. The provisions of Section 1.2(d) (Insurance); Section 1.3 (Prohibitions on Use and Access); Section 2.4 (Effect of Termination); Section 2.5 (Survival), Section 3 ((Confidentiality), Section 4.1 (Ownership), Section 5 (Proprietary Rights), Section 6.2 (Disclaimer), Section 7 (Limitation of Liability), Section 8 (Indemnification), Section 9.1 (Audit Rights) and Section 10 (Miscellaneous) shall survive expiration or termination of this Agreement.

3. Confidentiality. The Receiving Party shall safeguard and hold in strict confidence and not disclose (other than to its employees and contractors who have a reasonable need to know in order for a party to perform under this Agreement), and not use for any purpose other than in connection with this Agreement, any Confidential Information of the Disclosing Party received in connection with this Agreement, which efforts shall be at least as protective as those used to protect similar confidential information belonging to the Receiving Party. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by any Law, including any court order, so long as the receiving party gives reasonable advance notice to the Disclosing Party in advance of such disclosure, if not prohibited by applicable law; seeks confidential treatment of such information from the entity to which the disclosure is made; and discloses only that

information which is legally required to be disclosed. The Disclosing Party shall be entitled to seek injunctive relief for any violation of this Section.

4. Trademarks.

4.1. Ownership. Each party shall own all right, title, and interest in and to all Intellectual Property Rights relating to its Trademarks. Except to the limited extent expressly provided in this Agreement, neither party grants, and the other party shall not acquire, any right, title, or interest (including, without limitation, any implied license) in or to any Trademarks of the other party, and all rights thereto not expressly granted herein are deemed withheld. All use by HSI of User Trademarks (including any goodwill associated therewith) shall inure to the benefit of User, and all use by User of HSI Trademarks (including any goodwill associated therewith) shall inure to the benefit of HSI. No party shall challenge or assist others to challenge the Trademarks of the other party (except to protect such party's rights with respect to its own Trademarks) or the registration thereof by the other party, nor shall either party attempt to register any Trademarks or domain names that are confusingly similar to those of the other party.

4.2. License to HSI Trademarks. Subject to the HSI User Terms, HSI grants to User a limited, nonexclusive, revocable license in the Territory during the Term to display those HSI Trademarks provided by HSI to User on and for use solely in connection with the User Application and on associated marketing and promotional materials, in each case to the extent approved in advance in writing by HSI.

4.3. License to User Trademarks. Subject to the terms and conditions of this Agreement, User grants to HSI a limited, nonexclusive license to display User Trademarks during the Term for the purpose of advertising or publicizing User's use of the HSI API.

5. Proprietary Rights.

5.1. HSI Proprietary Rights. As between User and HSI, HSI retains all right, title and interest, including without limitation all Intellectual Property Rights, in and to the HSI Tools, Content and Materials and the HSI Trademarks and all related software, technology, information, content, materials, guidelines, documentation, and data protocol(s), and any other HSI systems, applications, web sites or databases or any data stored on or accessed through any of HSI's systems, applications, web sites or databases, and including any derivative works or enhancements thereof (collectively, the "**HSI Tools, Systems, Materials and Intellectual Property**"), and neither User or any End User Customer shall acquire any right, title, or interest therein, except for the limited use rights expressly set forth in this Agreement. Any rights not expressly granted herein are withheld. HSI shall have no liability for unauthorized use of any of the HSI Tools, Systems, Materials and Intellectual Property.

5.2. User Proprietary Rights. As between User and HSI, User retains all right, title and interest in and to the User Application and all of User's related software, technology, information, content, materials, guidelines, documentation, and data protocol(s) including its Intellectual Property rights (and any derivative works or enhancements thereof), but excluding any of the HSI Tools, Systems, Materials and Intellectual Property. HSI shall not acquire any right, title, or interest therein, except for the limited rights expressly set forth in this Agreement.

5.3. Withheld Rights. Any rights not expressly granted herein by one party to the other party hereto are withheld.

5.4. Competitive or Similar Materials. In no event will HSI or its affiliates be precluded from discussing, reviewing, developing for itself, having developed for it, acquiring, licensing, or developing for third parties, or advertising, marketing and/or distributing, any application, systems, platforms, materials, products or services which are competitive with the any products or services developed, offered, distributed or provided by User or any of its affiliates, including, without limitation the User Application, irrespective of their similarity to User's current or future products or services.

6. Representations, Warranties, Covenants and Disclaimer.

6.1. Representations, Warranties and Covenants.

(a) Each party represents and warrants to the other that it has full authority to enter into this Agreement and that the performance of its obligations hereunder will not constitute a breach or default of any other agreement to which it is a party.

(b) User represents and warrants that: (i) it and its directors, officers, employees and agents will comply with all applicable Laws, including, without limitation, federal and state anti-kickback laws, applicable export laws and regulations, privacy and data security laws and best practices (including maintaining industry standard data protection practices with respect to the treatment and protection of personal information), Health Insurance Portability and Accountability Act of 1996 Pub. Law 104-191 (Aug. 21, 1996), its implementing regulations, the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations (collectively "HIPAA") including meeting all obligations of a Business Associate as defined under HIPAA, if applicable, and any similar obligations under any applicable Laws; (ii) the User Application, the Interface and all other interfaces with the HSI API and HSI 's databases, will not infringe on any Intellectual Property Rights of any third party; (iii) User will take all reasonable actions and precautions to prevent the introduction of any software routine, code, instruction, time-limiting routine, back door, time bomb, Trojan horse, worm, drop dead device, logic bomb, virus or combination of the above that is designed to, or permits unauthorized access to any of the HSI Software and HSI Software Content; and (iv) that the User

Applications are not used to provide patient care, diagnosis, treatment, or prevention of a health care disease or condition, nor regulated by the Food and Drug Administration, and shall immediately notify HSI if at any time such status changes.

6.2 Disclaimer. USER ASSUMES FULL RESPONSIBILITY FOR THE SELECTION AND PROPER USE OF THE HSI TOOLS, CONTENT AND MATERIALS AND FOR THE CREATION AND PROPER USE OF THE USER INTERFACE AND FOR VERIFYING THE RESULTS OBTAINED FROM SUCH USE. HSI DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE, AVAILABILITY, OR THE RESULTS OF THE USE OF THE HSI TOOLS, CONTENT AND MATERIALS OR REGARDING THE FUNCTIONALITY, OPERATION, RELIABILITY, MERCHANTABILITY OR PERFORMANCE OF THE HSI TOOLS, CONTENT AND MATERIALS OR THAT THE OPERATION OF THE HSI TOOLS, CONTENT AND MATERIALS WILL BE WITHOUT INTERRUPTION OR ERROR-FREE. ALL RIGHTS PROVIDED BY HSI HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE." HSI DOES NOT ASSUME ANY RESPONSIBILITY FOR THE USER APPLICATION OR THE USE OR MISUSE OF PERSONAL INFORMATION OR OTHER INFORMATION TRANSMITTED, UPLOADED, OR STORED USING ANY OF THE HSI TOOLS, CONTENT AND MATERIALS AND SHALL NOT BE HELD LIABLE FOR ANY DAMAGES RESULTING FROM THE USER APPLICATION OR THE USE OR MISUSE OF ANY OF THE HSI TOOLS, CONTENT AND MATERIALS. USER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION BY HSI. NO HSI EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT. HSI MAKES NO GUARANTEES WITH RESPECT TO THE AVAILABILITY OR UPTIME OF THE ANY OF THE HSI TOOLS, CONTENT AND MATERIALS. HSI MAY CONDUCT MAINTENANCE ON OR STOP PROVIDING ANY OF THE ANY OF THE HSI TOOLS, CONTENT AND MATERIALS AT ANY TIME WITH OR WITHOUT NOTICE TO USER. FURTHERMORE, HSI MAY CHANGE THE METHOD OF ACCESS TO THE ANY OF THE HSI TOOLS, CONTENT AND MATERIALS AT ANY TIME WITH OR WITHOUT NOTICE.

7. Limitation of Liability. IN NO EVENT WILL HSI BE LIABLE TO USER OR ANY END USER CUSTOMER, OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES OR AGENTS OR ANY OTHER THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ARISING OUT OF OR RELATING TO ANY SUCH PERSON'S OR ENTITY'S USE OR INABILITY TO USE ANY OF THE HSI TOOLS, CONTENT AND MATERIALS, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, IN EACH SUCH CASE EVEN IF HSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HSI'S TOTAL LIABILITY FOR ANY DAMAGES, ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED ANY FEES PAID HEREUNDER BY USER IN THE PREECEDING SIX (6) MONTHS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE. USER ACKNOWLEDGES THAT ANY FEES PAID OR PAYABLE HEREUNDER REFLECT THIS ALLOCATION OF RISK.

8. Indemnification. User will indemnify, defend and hold HSI and each of its affiliates each of their respective officers, directors, owners, employees, agents, successors and assigns and customers ("**HSI Indemnified Parties**") harmless for and against any and all liabilities, losses, damages (including, actual, punitive and exemplary damages), claims, costs and expenses, interest, awards, judgments and penalties (including attorney's and consultants' fees and expenses) suffered or incurred by any HSI Indemnified Parties arising or resulting from any: (a) claim of trademark, trade dress, trade secret, copyright, patent or other intellectual property infringement relating to the User Application (whether alone or in combination with other products); (b) product liability claim; (c) breach by User of any obligation to HSI or any inaccuracy of any written representation made by User to HSI ; (d) negligent or willful action or omission of User or any of its agents, employees, representatives, successors or assigns in connection with the manufacture, development, sale or distribution of the User Application; (e) action for recall or seizure of the User Application; (f) any use of the User Application; (g) any use of the HSI Tools, Content and Materials other than in accordance with the User Terms; and (g) User's use or misuse of: (i) any personal information or (ii) protected health information (as defined by HIPAA).

9. Monitoring and Enforcement.

9.1. Audit Rights. HSI shall have the right, at any time during normal business hours, to inspect, audit and copy relevant accounts and records of User, including review and monitoring of the User Application, for the purpose of verifying User's compliance with the terms and conditions of this Agreement. User shall not seek to block or otherwise interfere with such monitoring or audit. Audits may include requests for documents and information and visits to User's facilities. User's failure to reasonably comply with HSI 's efforts to audit shall constitute a material breach of this Agreement. Any such inspection of records shall be at HSI's expense; provided, however, that if any audit reveals and material non-compliance with this Agreement, User shall reimburse HSI for the reasonable costs and expenses of such audit.

9.2. Specific Performance. In addition to any other available remedies, HSI may, in its sole discretion, seek specific performance, injunctive relief and/or attorney's fees. HSI reserves the right to take other corrective action as HSI sees fit in the event that HSI receives complaints from End User Customers or other customers or potential customers about User's actions or failures to act, including any issues that any such customer or potential encounters with the use of or access to the User Application.

10. Miscellaneous.

10.1. **Fees.** HSI reserves the right to charge User a fee for the use of and access to the HSI Tools, Content and Materials upon 30 days' notice to User, which fee may be adjusted at any time upon 30 days' notice to User.

10.2. **Notices**. Except as otherwise provided, all notices given under this Agreement shall be in writing and shall be deemed to have been duly given upon receipt if delivered by hand, three days after mailing by certified or registered mail, and one day after sending by overnight courier, to the parties' respective address indicated on the signature page of this Agreement or such other address as a party specifies in writing to the other party, or on the next Business Day after being sent by email as recorded on the device from which the sender sent the email, unless the sender receives an automated message that the email has not been delivered. All notices given to HSI under this Agreement shall be sent with a copy to Henry Schein, Inc., 135 Duryea Road, Melville, New York 11747, Attn: General Counsel, Melville-Legal@HenrySchein.com, Fax (631) 843-5660.

10.3. **Assignment; User Change of Control.** User may not assign this Agreement without HSI 's prior written consent. User shall promptly inform HSI in writing in the event that, through a transaction or series of related transactions (including by way of merger, consolidation, sale of equity or contract), there is a change of control of User, directly or indirectly, whereby the holders of the voting shares or equity interests of User immediately prior to such transaction(s) do not, after giving effect to such transactions(s), own at least 50% of the voting shares or equity interests or control substantially all of the assets of User (a "User Change of Control").

10.4. **Independent Contractors; No Third-Party Beneficiaries.** The parties are independent contractors,and this Agreement does not create an agency, partnership, or joint venture relationship of any kind between the parties. There are no third-party beneficiaries to this Agreement.

10.5. **Force Majeure.** HSI shall have no liability for delays, failure in performance or damages caused by factors beyond its reasonable control, including (without limitation) changes in government regulations, acts of God, User's (or any customers or other third party's) acts or omissions, labor shortages, strikes, slowdowns, or other combined action of workmen, fires, floods, earthquakes, severe weather, serious accidents, explosions, lightning, pest damage, power surges or failures, epidemics, quarantines, wars, insurrections or riots, acts of civil or military authorities, acts of terrorism, transportation embargoes, shortages or interruptions in delivery of components and materials, acts or omissions of communications carriers, Internet inaccessibility or failure and delays by HSI 's suppliers.

10.6. **Non-Waiver; Severability.** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder. 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.

10.7. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. The parties irrevocably and exclusively submit to the jurisdiction of any state court located in the state and federal courts sitting in the Eastern and Southern Districts of New York or in the counties within those federal judicial districts for the purpose of any suit, action or proceeding arising out of this Agreement and hereby irrevocably waive the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding.

10.8. **Entire Agreement; Conflicts.** This Agreement supersedes any other prior or collateral agreements, whether oral or written, with respect to the subject matter hereof, including any former Henry Schein Practice Solutions Advanced Integration Program License Agreements, except for those provisions set forth in such agreements that are intended to survive termination. This Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms contained in this Agreement shall supersede any conflicting terms contained in any purchase order, invoice or other document used or submitted by either party in connection with the use of the HSI Tools, Content and Materials covered by this Agreement, and HSI shall not be bound by any provisions of any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless mutually agreed to in writing and signed by both parties.

10.9. **Counterparts; Headings.** The parties may execute this agreement in counterparts, including PDF or other electronic copies, which taken together will constitute one instrument. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.10. **Non-disparagement.** User acknowledges and agrees that the terms and conditions of this Agreement reflect the relative costs and risk allocation of the parties. User agrees that it will not, in any public forum, communicate with the press or other public media or any Location or other third party, criticize, ridicule or make any negative statement which disparages or is derogatory of HSI or any of its affiliates or any of their respective officers, employees, directors, agents, successors or assigns, or induce or encourage others to disparage or make such negative statements with respect to this Agreement, including with respect to any of the HSI Tools, Content and Materials and the HSI Trademarks. For purposes of this Agreement, the term "disparage" includes, but is not limited to, any comment or statement (either written or verbal) which would adversely affect in any manner (a) the conduct of HSI or its affiliates' business, or (b) the reputation or relationships of HSI or any or any of its affiliates or any of their respective officers, employees, directors or agents, successors or assigns.

10.11. Amendment. HSI may change the terms of this Agreement upon sixty (60) days' written notice to User. Except as otherwise set forth herein or in the applicable notice, all amended terms shall be effective sixty (60) days after notice is given. IF ANY MODIFICATION IS UNACCEPTABLE TO USER, USER'S SOLE RECOURSE IS TO TERMINATE THIS AGREEMENT BY SENDING A TERMINATION NOTICE TO HSI BEFORE THE EFFECTIVE DATE OF THE AMENDMENT(S). The termination notice will be effective on the date it is received. NOTWITHSTANDING ANYTHING TO THE CONTRARY, USER'S USE OF ANY OF THE HSI TOOLS, CONTENT AND MATERIALS AND THE HSI TRADEMARKS AFTER THE DATE ON WHICH CHANGES BECOME EFFECTIVE WILL CONSTITUTE USER'S ACCEPTANCE OF SUCH CHANGES.

10.11 Additional Definitions. Unless defined elsewhere in this Agreement, the following capitalized terms shall have the meanings set forth below:

(a) **"Access Credentials"** means the security keys, codes and secrets provided by HSI or its affiliates to User for use and access by User of the HSI API and HSI Content, including the username(s) and password(s) that permit User to access the HSI API and the HSI Content.

(b) **"Confidential Information"** means all information, which may include but will not be limited to business, technical, financial or any other information, disclosed or made accessible by a party (the "**Disclosing Party**") to the other party ("**Receiving Party**"), (i) that is marked as the confidential or proprietary information of the Disclosing Party; or (ii) that should be reasonably recognized as the confidential or proprietary information of the Disclosing Party under the circumstances, is the confidential information of the Disclosing Party ("**Confidential Information**"). HSI's Confidential Information of HSI and its affiliates shall include, without limitation, all information relating to any of HSI Tools, Content and Materials or any other content or materials provided as a part of or in connection therewith and all information of a financial, business, marketing, organizational, legal or technological nature, including patents, copyrights, proprietary software, computer algorithms, trade secrets, inventions and other intellectual property, financial statements and other financial data, customer and supplier lists, marketing plans, sales projections and forecasts, cost information, product designs, engineering and technical data, models, prototypes and other information relating to business practices, current and future acquisitions, research and development, manufacturing, production, operations and the like. Confidential Information of either party does not include information that: (a) is or has become readily publicly available without restriction through no fault of the Receiving Party or the Receiving Party's personnel; (b) is received, without restriction, from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (c) was rightfully in the Receiving Party's possession without restriction prior to its disclosure by the Disclosing Party; or (d) is independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information. The terms of this Agreement, but not the existence of this Agreement, will be the Confidential Information of both parties and User may not disclose to any third party the fees, if any, paid under this Agreement.

(c) **"HSI API"** means the interfaces, documentation, protocols, and tools utilized to access the HSI Content solely for the Permitted Purposes.

(d) **"HSI Content"** means all of HSI's and its affiliates' information and procedures stored in and retrieved from and through the HSI API, including, without limitation, any information or data relating to HSI's products, pricing and/or customers.

(e) "**Intellectual Property Rights**" means any and all intellectual property rights existing from time to time under any laws or regulations anywhere in the world.

(f) **"Interface"** means a shared boundary which the User uses to access and HSI uses to communicate to the User the HSI Content via the HSI API.

(g) "**Law(s)**" means any applicable federal, state and local laws, codes, statutes, regulations, orders, and ordinances, including any judicial orders, rulings, decisions and case law, all as amended from time to time.

(h) "**Permitted Purpose**" means the use by User of the HSI Tools, including the HSI API, in the Territory solely for the purpose of User providing access to the HSI Content to subscribers to the User Application located in the Territory ("**End User Customers**") which End User Customers may use the HSI Content solely for their viewing and ordering of the HSI Products on and through the User Application in the Territory, all in accordance with the HIS Terms Notwithstanding anything to the contrary contained herein, in the event any of the HSI Content accessed by an End User Customer relates specifically to such End User Customer (e.g., an End User Customer's customized product formulary, pricing or other terms of sale) ("**Customized HSI End User Content**"), such Customized HSI End User Content will only be provided and made available by User and such End User Customer solely for use on the User Platform by such End User Customer and will not be used by User or any other End User Customer or made available by User to any other End User Customer for any purpose whatsoever.

(i) "**Territory**" means the fifty (50) states of the United States of America.

(j) "**Trademark(s)**" means all names, trade names, trademarks, service marks, domain names and logos owned or licensed by the applicable party and/or its affiliates.

(k) "**User Application"** means a single subscription-based online product eProcurement platform application which is supported only by servers in located in the Territory and which is owned and managed by User, it being understood and agreed that use of any of the HSI Content on more than one User Application will require a separate agreement in the form hereof and license for each such User Application.

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