

DARBY DENTAL SUPPLY, LLC TECHFORCE GENERAL TERMS AND CONDITIONS

1. Services.

1.1 Applicability. These General Terms and Conditions (the “GTC”) are applicable to and shall be deemed to be incorporated in any Quote, Proposal, Finance Plans, Sales Orders or Statement of Work (collectively and individually “SOW”) which by the terms of such SOW is subject to the GTC.

1.2 Scope of Services. DARBY DENTAL SUPPLY, LLC shall provide, subject to the provisions of the GTC, the services which are described on the SOW (the “Services”). For the avoidance of doubt, Services shall also include hardware, software, any product or tangible item and any document, specification, template, data or other material that is supplied by DARBY DENTAL SUPPLY, LLC in accordance with or pursuant to a SOW. All work to be performed by DARBY DENTAL SUPPLY, LLC shall be documented in a SOW generated by DARBY DENTAL SUPPLY, LLC and signed by authorized representatives of both parties. Each SOW shall be effective when duly executed by both Parties. If there is a conflict between the GTC and any SOW, the terms of the SOW shall govern the provision of the Services involved unless otherwise expressly provided to the contrary in such SOW.

1.3 Licenses to Third Party Software. DARBY DENTAL SUPPLY, LLC may, upon request by the Client, resell to the Client licenses to use software created or developed and owned by third parties (“Third Party Software”). The Client acknowledges that DARBY DENTAL SUPPLY, LLC does not own or hold any proprietary or other rights to such Third Party Software and makes no representations or warranties in respect of such Third Party Software including without limitation suitability for a particular purpose or functionality. The Client is solely responsible for assessing and determining whether such Third Party Software is suitable for the Client’s purposes. Licenses to use Third Party Software shall be sold to the Client under a separate SOW and shall be subject to the provisions of any terms and conditions, user agreement or license agreement that may be prescribed by such third party. Once purchased, the Client shall not have any right to withhold payment for the licenses, rescind the contract of purchase or cancel such licenses, notwithstanding the termination of any related SOW issued and accepted by DARBY DENTAL SUPPLY, LLC.

2. SOW

2.1 SOW. The SOW may contain both time and materials and fixed price entries. The SOW may be numbered for identification purposes only and shall include a complete description of services to be performed, deliverables or other materials to be produced, the schedule for completion of each of the foregoing, the applicable fixed price or time and materials charges, and any additional terms the Parties mutually agree to include. Each SOW shall constitute a separate binding contract between the Parties. Each SOW may include additional terms and conditions applicable to the provision of Services, work product or deliverables, or a resale of Third Party Software thereunder.

2.2 Changes to the Scope of Work. The Client, through its Project Manager (as defined in Section 3.1) may, upon written notice to DARBY DENTAL SUPPLY, LLC propose changes to the scope of the Services to be performed pursuant to any SOW. Such changes may include, but shall not be limited to, changes relating to: (i) the addition of Services; (ii) the termination of certain Services; (iii) the modification of Services, work product or deliverables; (iv) the addition or reduction of Services due to the Client's acquisition or divestiture of a business unit or division, (v) any increase in the estimated amount to be billed, or (vi) any other changes that alter the scope of the GTC or the nature of the Services. All such changes shall be made in accordance with the procedures set forth in this Section 2.2 and the other terms of the GTC.

2.2.1 Review of Change Request. Upon receiving such Change Request Form, DARBY DENTAL SUPPLY, LLC shall review the proposed change and DARBY DENTAL SUPPLY, LLC, at no additional cost to the Client, shall submit to the Client a change in scope proposal within ten (10) business days of DARBY DENTAL SUPPLY, LLC's receipt of the Client's written proposed changes (the "Change in Scope Proposal") which shall outline in sufficient detail the tasks to be performed to accomplish such proposed changes in the scope of the Services, and any applicable increases or decreases in fees. Such Change Request Form will only be effective when, signed by each Party's Project Manager. Unless otherwise specified in writing, Change Request Forms for any SOW will only apply to that SOW. If the Client does not accept DARBY DENTAL SUPPLY, LLC's Change in Scope Proposal, neither party shall have an obligation to the other under the Change in Scope Proposal and DARBY DENTAL SUPPLY, LLC shall not be responsible for any resultant incompleteness of any Services or a project under the relevant SOW.

2.2.2 Acceptance of Change Request. Acceptance of a particular Change in Scope Proposal and authorization to begin work will be based upon the Client instructing DARBY DENTAL SUPPLY, LLC in writing to commence work for an amount of additional fees, if any, set forth in the Change in Scope Proposal. Unless otherwise specified in writing, amendments implemented by a Change Request Form for to any SOW will only apply to that SOW. DARBY DENTAL SUPPLY, LLC reserves the right not to consent to an amendment to the SOW that substantially increases the scope of the Services, whether in terms of time necessary to complete performance, or personnel and equipment requirements for completion.

2.2.3 Non-conforming Changes to Scope of Work. Any modifications or additions to any SOW not confirmed in a Change Request Form within ten (10) business days shall be considered null and void after such time. The Client, however, shall remain obligated to pay for any costs and expenses reasonably incurred by DARBY DENTAL SUPPLY, LLC as a result of any additional work undertaken as a result of the Change Request requested by the Client.

2.3 DARBY DENTAL SUPPLY, LLC, may also propose changes to the scope of Services to be performed under any SOW in order to (i) improve the quality or functionality of Services, work product or deliverables being provided; (ii) accommodate any unforeseen

technical difficulties encountered in the provision of Services, work product or deliverables; or (iii) correct any inadvertent errors in the Services, work product or deliverables already provided but not accepted by the Client, evidenced by the Client notifying DARBY DENTAL SUPPLY, LLC in writing. Such Change in Scope shall be effective only if accepted by the Client. Upon acceptance, the Client shall be liable to pay DARBY DENTAL SUPPLY, LLC such additional fees as may be proposed by DARBY DENTAL SUPPLY, LLC in the Change in Scope Proposal, except in the event the Change in Scope is caused due to inadvertent errors caused by DARBY DENTAL SUPPLY, LLC to Services, work product or deliverables already provided to the Client, in which case such correction shall be undertaken by DARBY DENTAL SUPPLY, LLC at no additional cost to the Client. For the avoidance of doubt, it is hereby clarified that the Client shall not have the right to make a claim for correction of any errors in Services, work product or deliverables that have been accepted by the Client after review, in accordance with the GTC or any applicable SOW.

2.4 Use by Subsidiaries. The Client, its subsidiaries, and affiliated companies (each, a "Client Entity") may enter into SOW with DARBY DENTAL SUPPLY, LLC and for purposes of the GTC, any such SOW shall be considered the "Client" as that term is used herein.

3. Work Policy; DARBY DENTAL SUPPLY, LLC Personnel

3.1 Project Management. For each SOW, each Party shall designate a project manager (the "Client Project Manager" or the "DARBY DENTAL SUPPLY, LLC Project Manager", as applicable) to serve as the main contact between them. The scope and specific conduct of DARBY DENTAL SUPPLY, LLC's services should be consistent with the SOW, and coordinated with the Client's Project Manager at all times.

3.2 Qualified Personnel. DARBY DENTAL SUPPLY, LLC shall assign employees or contractors to perform the Services under each SOW that it has determined, in its sole discretion, are qualified to perform all necessary tasks. DARBY DENTAL SUPPLY, LLC shall cause such employees/contractors (the "**DARBY DENTAL SUPPLY, LLC Personnel**") to devote sufficient time to perform services under any SOW as necessary to timely complete all deliverables. If any DARBY DENTAL SUPPLY, LLC Personnel performing Services is found to be unacceptable to the Client for any reason, the Client shall notify DARBY DENTAL SUPPLY, LLC in writing, specifying reasons for such dissatisfaction and DARBY DENTAL SUPPLY, LLC should take appropriate corrective action. DARBY DENTAL SUPPLY, LLC shall use its best efforts to ensure the continuity of DARBY DENTAL SUPPLY, LLC Personnel assigned to perform Services under any SOW.

3.3 Status Reports. On an as needed basis, or as specified in the applicable SOW, DARBY DENTAL SUPPLY, LLC will submit written status reports describing its activities during the preceding period. Where feasible, and upon request, DARBY DENTAL SUPPLY, LLC will meet with the Client management, including the Client Project Manager, to review the status of DARBY DENTAL SUPPLY, LLC's activities.

3.4 The Client Resources. The Client shall provide working space, resources and materials to the extent specified on the SOW as necessary for completion of the deliverable.

3.5 Non-Solicitation. Unless otherwise agreed in writing, the Client shall not hire or solicit the employment of any DARBY DENTAL SUPPLY, LLC Personnel during the term of any SOW and for a period of one (1) year from the date that DARBY DENTAL SUPPLY, LLC Personnel last provided Services to the Client.

3.6 Independent Contractor Status. DARBY DENTAL SUPPLY, LLC acknowledges and agrees that it is an independent contractor and DARBY DENTAL SUPPLY, LLC Personnel are not the Client's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any the Client employee benefits, unless such DARBY DENTAL SUPPLY, LLC Personnel are employed or appointed as contractors by the Client. DARBY DENTAL SUPPLY, LLC assumes sole and full responsibility for the acts of its personnel and DARBY DENTAL SUPPLY, LLC and its personnel have no authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the Client in any manner whatsoever. DARBY DENTAL SUPPLY, LLC, and not the Client, is solely responsible for the compensation of personnel assigned to perform services hereunder, and payment of worker's compensation, disability and other similar benefits, unemployment and other similar insurance and for withholding income and other taxes and social security.

4. Intellectual Property Rights

This Section 4 will govern the allocation of intellectual property rights between the parties.

4.1 The Client's Existing Intellectual Property Rights. DARBY DENTAL SUPPLY, LLC acknowledges that ownership of and title in and to all the Client intellectual property that exists as of the Effective Date or that may be created by the Client thereafter, including but not limited to patent, trademark, service mark, copyright, trade dress, logo and trade secret rights (hereinafter the "Client IP"), will remain with the Client. Ownership of and title in and to all the Client IP, and all derivative works based on the Client IP, will remain with the Client. DARBY DENTAL SUPPLY, LLC shall not use the Client IP for any purpose other than as explicitly set forth in the GTC and SOW.

4.2 The Client's Proprietary Software. Subject to the other provisions of the GTC., to the extent the same exists, the Client hereby grants DARBY DENTAL SUPPLY, LLC a revocable non-exclusive, royalty-free, non-transferable license to use, copy, maintain, modify, enhance and create derivative works of any computer software, program, database, website, source code or object code owned by or developed by the Client (the "**Client's Proprietary Software**") (and any design, architecture and techniques of software development or enhancements related thereto) set forth in any applicable SOW, and the Client's Work Product, as defined herein below, and the methodology and tools related to any of the foregoing, solely for the purposes of providing the Services to the Client. The Client's Proprietary Software and the Client's Work Product shall at all times remain the sole and exclusive property of the Client. The Client shall be the sole and exclusive owner of the entire Client's Proprietary Software, including any and all Intellectual Property Rights and moral rights therein or thereon.

4.3 The Client's Work Product. All derivative works created by DARBY DENTAL SUPPLY, LLC from the Client's Proprietary Software, the Client's Proprietary Software documentation, other documentation created or owned by the Client, or the Client's Confidential Information (collectively referred to as the "**Client's Work Product**") shall be considered "works made for hire" and shall be owned solely and exclusively by the Client and the Client shall be deemed to be the author of such Client's Work Product.

4.4 DARBY DENTAL SUPPLY, LLC's Existing Intellectual Property. The Client acknowledges that ownership of and title in and to all DARBY DENTAL SUPPLY, LLC intellectual property that exists as of the Effective Date or that may be

created after the Effective Date other than intellectual property created exclusively for the Client in the course of provision of Services under any SOW issued hereunder, including patent, trademark, service mark, copyright, trade secret rights, computer software, program, database, website, source code or object code owned by or developed by DARBY DENTAL SUPPLY, LLC, (and any design, architecture and techniques of software developments or enhancements related thereto), documentation, and methodology and tools related to any of the foregoing (hereinafter “DARBY DENTAL SUPPLY, LLC IP”), will remain with DARBY DENTAL SUPPLY, LLC.

4.5 Limited License to use DARBY DENTAL SUPPLY, LLC IP. To the extent any deliverable provided by DARBY DENTAL SUPPLY, LLC to the Client in course of provision of Services under any SOW issued hereunder contain any DARBY DENTAL SUPPLY, LLC IP, DARBY DENTAL SUPPLY, LLC hereby grants the Client for the sole purpose of the Client’s internal use of such deliverable and Services a royalty free right to use any DARBY DENTAL SUPPLY, LLC IP used by DARBY DENTAL SUPPLY, LLC non-exclusively in connection with the provision of the Services to the Client, DARBY DENTAL SUPPLY, LLC’s Work Product (as defined herein below), Utilities and Generic Enhancements thereto (as defined herein below) and methodology and tools related to any of the foregoing. The Client may not, without the prior written permission of DARBY DENTAL SUPPLY, LLC and subject to such conditions as may be imposed by DARBY DENTAL SUPPLY, LLC including without limitation any royalty payable therefore, sub-license any right to use the foregoing to any third party whatsoever. Under no circumstances whatsoever shall the Client acquire any proprietary rights to such DARBY DENTAL SUPPLY, LLC IP, DARBY DENTAL SUPPLY, LLC’s Work Product or Utilities and Generic Enhancements thereto by virtue of the GTC or any SOW.

4.6 DARBY DENTAL SUPPLY, LLC’s Work Product. All derivative works created by the Client or any of its permitted sub-licensee in terms above from DARBY DENTAL SUPPLY, LLCs’ IP, DARBY DENTAL SUPPLY, LLC’s IP documentation, other documentation created or owned by DARBY DENTAL SUPPLY, LLC, or DARBY DENTAL SUPPLY, LLC’s Confidential Information (collectively referred to as the “**DARBY DENTAL SUPPLY, LLC’s Work Product**”) shall be considered “works made for hire” and shall be owned solely and exclusively by DARBY DENTAL SUPPLY, LLC and DARBY DENTAL SUPPLY, LLC shall be deemed to be the author of such DARBY DENTAL SUPPLY, LLC’s Work Product. If any DARBY DENTAL SUPPLY, LLC’s Work Product may not be considered a “work made for hire” under applicable Law, the Client hereby absolutely and irrevocably assigns to DARBY DENTAL SUPPLY, LLC, without further consideration, all of the Client’s right, title, and interest in and to such DARBY DENTAL SUPPLY, LLC’s Work Product, including all Intellectual Property Rights therein or thereon, and waives any moral rights therein. The Client acknowledges that DARBY DENTAL SUPPLY, LLC, its successors-in-interest and assigns shall have the right to obtain and hold in their own name any Intellectual Property Rights and other proprietary rights in and to all DARBY DENTAL SUPPLY, LLC’s Work Product. The Client agrees to, and shall cause any permitted sub-licensees to execute any document and take any action that may be reasonably requested by DARBY DENTAL SUPPLY, LLC, at DARBY DENTAL SUPPLY, LLC’s expense, to give effect to the intention of this Section.

4.7 Utilities/ Productivity Tools / Accelerators /Generic Enhancements. The Client acknowledges that DARBY DENTAL SUPPLY, LLC has developed, whether independently or in collaboration with third parties, certain computer software and techniques, including but not limited to such tools as are intended to improve the productivity of the operational software writing processes, information and documentation (herein after referred to collectively as “**Utilities**”), that are DARBY DENTAL SUPPLY, LLC’s proprietary information and intellectual property, which may be used by DARBY DENTAL SUPPLY, LLC for the purposes of providing the Services. The Utilities and any generic enhancements made to the Utilities (“**Generic Enhancements**”) may be incorporated into the work product and deliverables provided to the Client as part of the Services. Subject to the limited license granted to the Client in terms of this Section, DARBY DENTAL SUPPLY, LLC retains all rights to the Utilities and the Generic Enhancements for any future use.

4.8 Third Party Intellectual Property. Nothing contained herein shall be deemed to convey to the Client any title to and ownership of pre-existing works of authorship of a third party (“Third Party IP”).

4.9 Residual Rights. Notwithstanding anything to the contrary above, DARBY DENTAL SUPPLY, LLC will be free to utilize any concepts, know how, techniques, improvements or methods which it may discover or adapt in the performance of the Services for the Client subject to any DARBY DENTAL SUPPLY, LLC’s obligations with respect to the care and use of the Client Confidential Information (as defined in Section 9 below). For the avoidance of doubt, DARBY DENTAL SUPPLY, LLC’s residual rights under this Section 4.9 include DARBY DENTAL SUPPLY, LLC’s right to use the concepts, know how, techniques, improvements or methods which DARBY DENTAL SUPPLY, LLC may discover or adapt in connection with rendering the Services. Notwithstanding anything to the contrary contained in this Agreement or in any SOW issued hereunder, DARBY DENTAL SUPPLY, LLC reserves the right to provide Services similar to the Services provided to the Client hereunder to any third party, including without limitation any competitor of the Client and providing work product and deliverables similar in form and function to those provided to the Client hereunder, provided that any such Services, work product or deliverables provided to any third party do not infringe the Client’s rights to the Client’s Proprietary Software or the Client’s Work Product.

5. Fees and Terms of Payment

5.1 Calculation of Fees and Hours Worked. DARBY DENTAL SUPPLY, LLC’S hourly rates in case of time and material based engagements, or fixed fee in case of fixed fee engagements shall be specified in the applicable SOW,. DARBY DENTAL SUPPLY, LLC Personnel providing services to the Client under any SOW shall submit (i) a weekly timesheet documenting the hours worked in case of time and material based engagements; or (ii) a milestone delivery document identified in the applicable SOW in case of a fixed fee engagement; to the Client Project Manager for written approval. The Client Project Manager’s signature on timesheet(s) or milestone delivery document, as may be applicable, shall constitute acceptance by the Client of such services, both as to the number of hours worked and the quality of the services. Acceptance of such timesheets or milestone delivery document shall signify the Client’s unqualified acceptance of the Services, work product or deliverables provided and shall acknowledge the Client’s liability to pay DARBY DENTAL SUPPLY, LLC the applicable fees for such Services, work product or deliverables. The Client shall remain liable to pay DARBY DENTAL SUPPLY, LLC for any Services, work product or deliverables accepted by the Client, notwithstanding that any such Services, work product or deliverable is unable to subsequently achieve the result, functionality or productivity anticipated by the Client. The process for submission, review and acceptance of timesheets or milestone delivery documents, as may be applicable, shall be prescribed in the applicable SOW.

5.2 Expenses. The Client also agrees to pay for reasonable out-of-pocket costs and expenses incurred in performing services, provided that DARBY DENTAL SUPPLY, LLC has: (i) obtained the Client's prior written consent; and (ii) submitted supporting documentation of such expenses.

5.3 Taxes. The Client shall pay all taxes levied against or upon the Services provided under or arising out of any SOW, exclusive, however, of taxes based on DARBY DENTAL SUPPLY, LLC's income, employment related or payroll taxes, including but not limited to FICA and FUTA, applicable state employment related taxes or other employment related expenses, which shall be paid by DARBY DENTAL SUPPLY, LLC. The Client agrees to pay directly any tax for which it is responsible or shall reimburse DARBY DENTAL SUPPLY, LLC upon receipt of proof of payment.

5.4 Invoicing. Unless other payment terms are specified on the SOW or Change in Scope Proposal, DARBY DENTAL SUPPLY, LLC shall invoice The Client on a bi-weekly basis and all invoices shall be payable within thirty (30) days of receipt. Any invoices not paid within thirty (30) days of receipt shall bear compound interest at the rate of one and half percent (1 ½) per month, or such other lower rate as may be the maximum rate permitted under applicable law.

6. Representations and Warranties

6.1 DARBY DENTAL SUPPLY, LLC's Representations and Warranties. DARBY DENTAL SUPPLY, LLC hereby represents and warrants to the Client that:

- 6.1.1 It has the authority and the right to enter into each and every SOW, to perform Services and provide information, work product and deliverables hereunder, and that its obligations hereunder are not in conflict with any other DARBY DENTAL SUPPLY, LLC obligations;
- 6.1.2 It will perform its obligations in a manner that complies with applicable laws, regulations, ordinances and codes, including identifying and procuring required permits, certificates, approvals and inspections;
- 6.1.3 All Services shall be performed in a competent and professional manner, by qualified Personnel under the direction and control of DARBY DENTAL SUPPLY, LLC and shall conform to the Client's requirements hereunder; and
- 6.1.4 The performance of any Services or the provision of any work product or deliverables hereunder by DARBY DENTAL SUPPLY, LLC shall not, to the best of DARBY DENTAL SUPPLY, LLC's knowledge infringe upon or violate the rights of any third party and the Client shall receive free and clear title to all Newly Created IP and the Client's Work Product.

6.2 The Client's Representations and Warranties. The Client hereby represents and warrants to the Client that:

- 6.2.1 It has the authority and the right to enter into each SOW, to provide information to DARBY DENTAL SUPPLY, LLC, accept the Services work product and deliverables hereunder, and that its obligations hereunder are not in conflict with any other Client obligations;

- 6.2.2 It will perform its obligations hereunder in a manner that complies with applicable laws, regulations, ordinances and codes, including identifying and procuring required permits, certificates, approvals and inspections;
- 6.2.3 It will pay all fees and expenses for Services, work products or deliverables accepted by the Client in terms hereof without any delay, demur or protest, without withholding any amounts therefrom; and
- 6.2.4 It will pay all license and user fees for Third Party Software without any delay demur or protest, in accordance with the provisions of applicable terms and conditions, user agreement or license agreement for the use of such Third Party Software and the applicable SOW and shall not withhold the payment of such license or user fees for any reason whatsoever, including without limitation any existing dispute with DARBY DENTAL SUPPLY, LLC.

7. Termination

7.1 Termination. Notwithstanding anything herein to the contrary, either Party may terminate any SOW upon fifteen (15) days written notice. The Client agrees to pay DARBY DENTAL SUPPLY, LLC for any services performed up to the effective date of termination and accepted by the Client, at the agreed upon rates set forth in the applicable SOW. Notice of termination of any SOW shall not result in a termination of any agreement to resell Third Party Software to the Client.

7.2 Termination for cause. Either party may terminate any SOW this agreement if the other party commits a breach of the provisions of any SOW or the provisions of any terms and conditions, user agreement or license agreement prescribed by a Third Party for the license to use any Third Party Software provided however that the non-breaching party shall issue a notice in writing to the breaching party specifying the breach committed and calling upon the breaching party to correct such breach within a period of fifteen (15) days from the receipt of the notice. In the event the breaching party is unable to correct such breach within the prescribed period, the SOW, user agreement or license agreement, as the case may be, shall be terminated upon expiry of such fifteen (15) day period.

8. Indemnification and Limitation of Liability

8.1 Intellectual Property Infringement. DARBY DENTAL SUPPLY, LLC, at its own expense, shall defend and indemnify the Client, and hold harmless the Client, its affiliates, subsidiaries, divisions, directors, officers, employees and agents (each a “ Client Indemnitee”), from and against any and all liability, loss, cost, expense, damage, claims or demands, including reasonable attorneys’ fees, incurred by or demanded from any Client Indemnitee, directly arising out of, or resulting from, or occurring in connection with, any actual or alleged infringement of any patent, trademark,

copyright or other intellectual property right or infringement of any industrial property right (including, but not limited to, misappropriation of trade secrets) based on any deliverables, Work Product or any Services furnished to or obtained by the Client or the use thereof by the Client. The Client agrees to give DARBY DENTAL SUPPLY, LLC prompt written notice of any threat, warning or notice of any such claim or action which could have an adverse impact on the Client's use or possession of same. DARBY DENTAL SUPPLY, LLC shall have the right to conduct the defense of any such claim or action.

8.2 NO CONSEQUENTIAL DAMAGES. THE CLIENT AND DARBY DENTAL SUPPLY, LLC SHALL HAVE NO LIABILITY FOR ANY CLAIM RELATING TO ANY SOW IN EXCESS OF THE FEES AND EXPENSES ACTUALLY PAID TO DARBY DENTAL SUPPLY, LLC FOR WORK THAT DIRECTLY GIVES RISE TO SUCH LIABILITY. IN NO EVENT SHALL THE CLIENT AND DARBY DENTAL SUPPLY, LLC BE LIABLE TO EACH OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF THE CLIENT AND DARBY DENTAL SUPPLY, LLC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Each SOW Is Separate Contract. Each SOW constitutes a separate binding contract between the Client and DARBY DENTAL SUPPLY, LLC. This Agreement shall be incorporated by reference in each such separate contract. The parties hereby agree that any liability or damages arising from a particular SOW shall be limited to only the Services described in that SOW.

8.4 No Liability for Trial or Third Party Products. Under no circumstances whatsoever shall DARBY DENTAL SUPPLY, LLC be responsible or liable for any work product or services that are delivered to the Client that is not included in the scope of work stated in any SOW including without limitation any third party product or services or any product or services provided by DARBY DENTAL SUPPLY, LLC to the Client free of charge or on a trial basis, or for any Third Party Software. The Client accepts any and all such work product or Services on an "as is" basis and at its sole risk.

9. Miscellaneous Provisions

9.1 Insurance. Unless otherwise agreed upon and set forth on the SOW, for each SOW, DARBY DENTAL SUPPLY, LLC agrees to obtain and maintain adequate worker's compensation, disability, unemployment insurance and the like for those of its employees performing services under SOW and/or this Agreement. DARBY DENTAL SUPPLY, LLC agrees to obtain and maintain comprehensive general and vehicular liability insurance for claims for damages because of bodily injury (including death) and property damage caused by or arising out of, acts or omissions of its employees.

9.2 Work Rules. DARBY DENTAL SUPPLY, LLC agrees to observe the working hours, work rules, building security measures and holiday schedule of the Client when on the Client's premises, which will be provided to DARBY DENTAL SUPPLY, LLC upon request.

9.3 Force Majeure. Neither Party shall be in default if failure to perform any obligation hereunder is caused solely by events or conditions beyond that Party's reasonable control, including acts of God, fire, explosion, flood, or acts of civil commotion, strikes, war

(whether an actual declaration thereof is made or not), sabotage, insurrection, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, accident, or wide-spread fuel, raw materials, machinery or technical failures beyond such affected Party's commercially reasonable control, and governmental demands or requirements (each instance, a "Force Majeure Event").

9.4 Notices. All notices shall be in writing and delivered personally (including by recognized overnight courier) or properly mailed, certified first class United States mail, postage prepaid to the address of each Party as set forth in the relevant SOW. Any such notice shall be deemed given on the date delivered or five days after being placed in the mail as specified.

9.5 Survival. Following the termination of any SOW, the Parties shall remain obligated under all provisions of the GTC which by their terms continue after the termination of any such SOW or are incidental to the performance of the obligations under such provisions, including, without limitation, Sections 3.5, 3.6, 4, 5.1, 5.2, 7, 8, 9.8, and 9.9 .

9.6 Intentionally omitted

9.7 Assignment. Neither party may assign any rights or obligations under any SOW without the prior consent of the other; provided, however, that, upon notice to DARBY DENTAL SUPPLY, LLC, the Client may assign any rights or obligations to a subsidiary or affiliate or to any third party assuming all or part of the business function of the Client which will receive the Services and which agrees to make payment as provided herein and in any SOW.

9.8 Governing Law & Interpretation. The GTC and all SOWs shall be construed and enforced under the substantive laws of the State of New York, disregarding any conflicts of law provision that may require the application of the law of another jurisdiction.

9.9 Dispute Resolution. In the event of any dispute or claim arising from or relating to any SOW, or the breach or termination thereof ("Dispute"), the Parties hereto shall use their best efforts to negotiate in a good faith attempt to settle the Dispute. If the Parties do not reach a solution through negotiation, then, upon notice by either Party to the other, all Disputes shall be determined by arbitration in Nassau County, New York, before a sole impartial arbitrator, in accordance with the laws of the State of New York. The arbitration shall be administered by the

American Arbitration Association pursuant to its Commercial Rules and the arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association. The arbitrator shall issue a written decision setting forth findings of fact and conclusions of law and the reasoning underlying the decision. The decision of the arbitrator shall be final and non-appealable. Judgment on the award may be entered in any court having competent jurisdiction.

9.10 Modification. No modification, waiver or amendment of any term or conditions of the GTC shall be effective unless and until it shall be reduced to writing or incorporated in an SOW and signed by both of the parties hereto or their legal representatives.

9.11 Waiver. Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the GTC or SOW or to exercise any right or power will not be construed as a waiver of any right, power or obligation and will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

9.12 Severability. If any term or provision of the GTC or any SOW should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of the GTC or of such SOW shall remain unimpaired and in full force and effect.

9.13 Entirety. The GTC, together with the relevant SOW and attachments thereto, contains the entire agreement between the Parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral between the Parties respecting the subject matter of the SOW.

9.14 Client authorizes DARBY DENTAL SUPPLY, LLC to use its name and logo in DARBY DENTAL SUPPLY, LLC's marketing announcements, literature, events, website, press releases, and corporate and sales presentations. Upon successful execution of the Services, Client agrees to provide reference to DARBY DENTAL SUPPLY, LLC's potential customers, and a testimonial which DARBY DENTAL SUPPLY, LLC will use in its marketing announcements, literature, events, website, press releases, and corporate and sales presentations.