

## Dental Allies Practice Cloud Email<sup>SM</sup> Product Schedule

This Product Schedule (the "Schedule"), between Dental Allies, Inc. ("Dental Allies") and You is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the "MSA") by and between Dental Allies and You.

All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, the latter shall supersede and govern.

### 1. Dental Allies Services

Includes all services delivered by Dental Allies and Dental Allies Parties to You as per mutually agreed upon details.

### 2. Restrictions.

You shall not, for yourself or through any affiliate, agent, or other third party, extract images, software, or commercial licenses of Dental Allies and Dental Allies Parties provided server machine instances outside of the server system when those images have commercial software add-ons containing licenses provided by Dental Allies and Dental Allies Parties for the software to operate correctly.

Dental Allies and Dental Allies Parties will have the right during the term of the MSA, at their own expense and not more than once each calendar year, to audit Your processes, procedures, records, and other documentation relevant to establish Your compliance with these restrictions in this Section 2; provided, however, that: (a) any such inspection and audit will be conducted at Your place of business during regular business hours with reasonable notice of the audit, in such a manner as to not interfere with Your normal business activities, and (b) if any audit should disclose noncompliance by You, then You shall promptly take such actions as necessary to comply with this Section 2 and Dental Allies reserves the right to terminate the MSA or this Schedule immediately due to Your material breach.

### 3. McAfee

You (i) acknowledge that Dental Allies' ability to provide Services is contingent upon your continued compliance with certain McAfee terms and conditions and (ii) agree to McAfee's "Software as a Service Agreement," which is posted on McAfee's website at: <http://www.mcafee.com/us/about/legal/saas-terms.aspx>.

### 4. Customer Pricing

Details of specific pricing is negotiated between you and Dental Allies and can be accessed via the Dental Allies subscription portal.

### 5. License Mobility

If email client software (including Microsoft Outlook ("Clients")) is not purchased with Your Account; You acknowledge and agree that (i) You will provide your own fully licensed Clients for use with Your Account; and (ii) if You wish to change to a Dental Allies' account under which Dental Allies does provide the licensed Clients, the pricing and other terms may change.

You agree to be bound by this Schedule, including Appendix A and Appendix B.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

### APPENDIX A: MICROSOFT SOFTWARE USE – TERMS AND CONDITIONS

This document (hereinafter, “Appendix A”) concerns Your use of Microsoft software, which includes computer software provided to You by Dental Allies and Dental Allies Parties as described below, and may include associated media, printed materials, and “online” or electronic documentation (individually or collectively “Licensed Products”). Dental Allies does not own the Licensed Products and the use thereof is subject to certain rights and limitations of which Dental Allies needs to inform You. Your right to use the Licensed Products is subject to Your agreement with Dental Allies and Dental Allies Parties, and to Your understanding of, compliance with, and consent to the following terms and conditions, which Dental Allies does not have the authority to vary, alter, or amend.

#### 1. DEFINITIONS.

For the purposes of this Appendix A, the following definitions will apply:

“**Client Software**” means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

“**Device**” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” or other electronic device.

“**Server Software**” means software that provides services or functionality on a computer acting as a server.

“**Redistribution Software**” means software described in Paragraph 6 (“Use of Redistributions Software”) below.

2. **OWNERSHIP OF LICENSED PRODUCTS.** The Licensed Products are licensed to Dental Allies and Dental Allies Parties from an affiliate of the Microsoft Corporation (“Microsoft”). All title and intellectual property rights in and to the Licensed Products (and the constituent elements thereof, including but not limited to, any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the Licensed Products) are owned by Microsoft or its suppliers. The Licensed Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Licensed Products does not transfer any ownership of Licensed Products or any intellectual property rights to You.
3. **COPYRIGHT, TRADEMARK, AND PATENT NOTICES.** You must not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Licensed Products. You must include Microsoft’s copyright notice on any labels or documentation (including online documentation) for Dental Allies’ and Dental Allies Parties products that include the Licensed Products. You have no right under this Agreement to use any Microsoft logos in any manner whatsoever. Whenever a Licensed Product is first referenced in any written or visual communication, You must use the appropriate trademark, Licensed Product descriptor and trademark symbol (either ™ or ®), and clearly indicate Microsoft’s (or Microsoft’s suppliers’) ownership of such marks. For information on Microsoft’s trademarks, including a listing of current trademarks, see <http://www.microsoft.com/trademarks>. You must not undertake any action that will interfere with or diminish Microsoft’s (or Microsoft’s suppliers’) right, title and/or interest in the trademark(s) or trade name(s). At Microsoft’s and Dental Allie’s or Dental Allies Parties’ request, You must provide Microsoft with samples of all of Your written or visual materials that use a Licensed Product name.
4. **ANTI-PIRACY.** You must not engage in the manufacture, use, distribution, or transfer of counterfeit, pirated, or illegal software. You may not distribute or transfer Licensed Products to any party that You know is engaged in these activities. You must report to Microsoft any suspected counterfeiting, piracy, or other intellectual property infringement in computer programs, manuals, marketing materials, or other materials owned by Microsoft, its Affiliates, and/or its licensors as soon as You become aware of it. You will cooperate with Microsoft in the investigation of any party suspected of these activities.
5. **USE OF CLIENT SOFTWARE.** You may use the Client Software installed on Your Devices by Dental Allies and Dental Allies Parties only in compliance with the instructions, and only in connection with the services, provided to you by Dental Allies and Dental Allies Parties. The terms of this Appendix A permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during Your use of the Client Software.
6. **USE OF REDISTRIBUTION SOFTWARE.** In connection with the services provided to You by Dental Allies, You may have access to certain “sample,” “redistributable” and/or software development (“SDK”) software code and tools (individually and collectively “Redistribution Software”). **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION**

## Dental Allies Practice Cloud Email<sup>SM</sup> Product Schedule

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**SOFTWARE UNLESS YOU EXPRESSLY AGREE TO COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO DENTAL ALLIES AND DENTAL ALLIES PARTIES, WHICH TERMS MUST BE PROVIDED TO YOU BY DENTAL ALLIES.** Microsoft does not permit You to use any Redistribution Software unless You expressly agree to and comply with such additional terms, as provided to You by Dental Allies.

7. **COPIES.** You may not make any copies of the Licensed Products; provided, however, that You may (a) make one (1) copy of Client Software on Your Device as expressly authorized by Dental Allies and Dental Allies Parties; and (b) You may make copies of certain Redistribution Software in accordance with Paragraph 6 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of Your agreement with Dental Allies and Dental Allies Parties, upon notice from Dental Allies or Dental Allies Parties, or upon transfer of your device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the Licensed Products.
8. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Licensed Products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.
9. **NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute Licensed Products to any third party, and You may not permit any third party to have access to and/or use the functionality of the Licensed Products.
10. **TERMINATION.** Without prejudice to any other rights, Dental Allies and Dental Allies Parties may terminate Your rights to use the Licensed Products to any third party, and You may not permit any third party to have access to and/or use the functionality of the Licensed Products.
11. **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY DENTAL ALLIES AND DENTAL ALLIES PARTIES AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.
12. **PRODUCT SUPPORT.** Any product support for the Licensed Products is provided to You by Dental Allies is provided to you by Dental Allies and is not provided by Microsoft or its affiliates or subsidiaries.
13. **NOT FAULT TOLERANT.** THE LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED USE FOR ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.
14. **EXPORT RESTRICTIONS.** The Licensed Products are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the Licensed Products, including U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://microsoft.com/exporting>.
15. **DISCLOSURE OF INFORMATION.** You hereby consent to Dental Allies and Dental Allies Parties providing information regarding Your Account to Microsoft to the extent it is required to do so under the terms of their license agreement with Microsoft.
16. **LIABILITY OF BREACH.** In addition to any liability You may have to Dental Allies or Dental Allies Parties, You agree that You will also be legally responsible directly to Microsoft to the extent it is required to do so under the terms of their license agreement with Microsoft.
17. **OWA ACCESS RESTRICTIONS.** You acknowledge and agree that if You have an Outlook Web Access-only (OWA-only) Account, You are restricted from and will not use shared folders, shared calendars, shared contacts, shared tasks and public folders with respect to such access.

### APPENDIX B: RESEARCH IN MOTION USE – TERMS AND CONDITIONS

This Appendix is required as a result of Your use of Research in Motion Limited (“RIM”) software, hardware and services as well as any printed or electronic documentation or associated media provided by Dental Allies or Dental Allies Parties (the “RIM Products”) and is in addition to the terms and conditions of the Master Service Agreement. Dental Allies and Dental Allies Parties do not own the RIM Products and the use thereof is subject to certain rights and limitations of which Dental Allies needs to inform you. Your right to use the RIM Products is subject to Your agreement with Dental Allies, and to Your understanding of, compliance with and consent to the following terms and conditions. Dental Allies in no way represents or acts as an agent of RIM in the provision of the Hosted BES Software or any other RIM product.

1. **DEFINITIONS.** Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the Master Service Agreement. For purposes of this Appendix, the following definitions will apply:

“**BBSLA**” means the BlackBerry Software License Agreement that relates to a copy of BlackBerry Server Software, a RIM Product.

“**End User**” solely for the purpose of this Appendix will mean any of Your employees, consultants or independent contractors to whom You grant permission to access the Hosted BES Software.

“**End User Data**” means any information or data of any kind that personally identifies (or that can be used, together with other information or data, to personally identify) an End User.

2. **Use.** Each End User is prohibited from using the RIM Products for any purpose other than the internal business or personal purposes of the End User. You will be responsible for each End User’s compliance with this Appendix.
3. **BBSLA.** You agree to RIM’s current BBSLA (<http://na.blackberry.com/eng/legal/bbsla.jsp> or request a copy from Dental Allies), which is incorporated by reference herein, with respect to Your and End Users’ access to RIM Products. You acknowledge and agree to the extent that You or Your End Users access to Hosted BES Software, the Hosted BES Software is part of the Customer’s BlackBerry Solution, as defined as “Your BlackBerry Solution” under the BBSLA.
4. **Exclusion of Liability.** IN NO EVENT WILL RIM AND RIM’S AGENTS BE LIABLE TO ANY END USER FOR, ANY INDIRECT, ECONOMIC, SPECIAL, PUNITIVE, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS APPENDIX OR THE END USER’S USE OF THE RIM PRODUCTS, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD WAS DISCLOSED TO THE PARTIES.
5. **Application of Limitations, Exclusions and Disclaimers.** The limitations, exclusions, and disclaimers set out in the Master Service Agreement and this Appendix will apply: (a) whether an action, claim, or demand arises from a breach of warranty or condition, breach of contract, tort (including negligence), strict liability or any other kind of civil or statutory liability connected with or arising out of the Master Service Agreement, this Appendix or the RIM Products; and (b) to RIM and to RIM’s affiliated companies’ directors, officers, employees, and independent contractors. Some jurisdictions do not allow limitation or exclusions of certain types of damages and/or of implied conditions or warranties. **NOT WITHSTANDING ANYTHING IN THE MASTER SERVICE AGREEMENT OR THIS APPENDIX, THE LIABILITY OF DENTAL ALLIES AND ITS LICENSORS TO YOU WILL BE LIMITED AND EXCLUDED AT LEAST TO THE SAME EXTENT AS THE LIMITATIONS AND EXCLUSIONS OF LIABILITY PROVISIONS CONTAINED IN THE BBSLA.**
6. **Termination for Breach.** In the event that You or any End User breaches the Master Service Agreement, including without limitation, any provision of this Appendix, Dental Allies will have the right, in its sole discretion, to immediately terminate the Master Service Agreement or to terminate the portion of the Services to which such breach pertains.
7. **Automatic Termination.** Upon Dental Allies vendor’s termination of their Master Alliance Agreement with RIM and any portion of the applicable license terms (including the BBSLA), this Appendix will automatically terminate.
8. **Liability.** As a condition of Dental Allies’ vendor’s ability to provide access to the RIM Products to End Users, End User will be liable to Dental Allies for any and all damages caused as a result of any breach of the Agreement by such End User without limitation or exception.

## Dental Allies Practice Cloud Email<sup>SM</sup> Product Schedule

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9. **End User Data.** You hereby consent, and consent on behalf of your End Users, to Dental Allies and Dental Allies Parties providing End User Data to RIM solely for the purpose of Dental Allies and Dental Allies Parties providing Services to You and RIM providing Services to Dental Allies Parties.