

**Henry Schein Thrive Signature Membership Program
Service Agreement/Legal Terms and Conditions**

	Program Details	Details
1	Membership Fee	Henry Schein has enrolled Customer into the Thrive Signature Membership Program (“Program”) for the fee of \$99 per month. Program relates only to the single location described in the order. Any changes to Customer’s practice relating to additional locations will be addressed by a written amendment/order. See “Shipping Included” section below relating to Hawaii and Alaska.
2	Thrive Signature Sales Plan	Thrive Signature Sales Plan, which may include discounts on merchandise, is optional. For information on the Thrive Signature Sales Plan and enrollment, please reach out to your Henry Schein local sales consultant.
3	Service Labor Discount	44% service labor discount (regarding large/dental equipment) off published local rates. Not combinable with any other service discount.
4	Extended Labor Warranty	Eighteen (18) month extended labor warranty on large/dental equipment purchases to which a labor warranty applies.
5	Shipping Included	Standard shipping included on merchandise orders above \$249. Large/dental equipment, non-stock fee, hazardous fees and expedited shipping not included. If Customer has locations for shipping in Alaska or Hawaii (or both), Customer shall pay an extra \$33 per month as an addition to the Program membership fee referenced above.
6	Henry Schein Practice Analysis (HSPA) / Jarvis Analytics	A Henry Schein Practice Analysis of Customer’s practice per year, using practice management and market information to identify solutions to meet business goals (“HSPA”), subject to scheduling/ availability for Henry Schein sales consultant. Sixty (60) day subscription to Jarvis Analytics per year. Requires click-thru-approval of then-current subscription/license terms. Jarvis Analytics subscription period begins at implementation by Customer, but no later than ten (10) months following purchase of the Program. Subscription months are consecutive.
7	Thrive Live \$500 Off Registration	Discount off full retail price of \$500 for “Doctor” ticket and \$250 for “Team Member” ticket per year. Terms of Thrive Live attendance apply (available at ThriveLive2024.com).
8	Sterilizer Use	Sterilizer use included is intended for short-term use (not to exceed one month per year), for temporary replacement of non-functioning equipment, until such equipment can be repaired or replaced. Equipment may not be exact duplicate of non-functioning equipment. Subject to availability.
9	ProRepair Discount	25% discount off retail pricing for repairs completed at Schein’s ProRepair facilities. Retail pricing may change from time to time.
10	Technical Advisor Line Access	Access to Henry Schein Technical Advisor Line regarding technicians certified in major dental equipment for diagnosis of dental equipment issues. Four chargeable calls included (anticipated to be sixty (60) minutes total per year). Standard charges apply thereafter.
11	Earn Enhanced Thrive Rewards Points on Purchases	Upon enrollment in the Program, if not already a member, Customer will be automatically enrolled in a Henry Schein Thrive Rewards Program (“Thrive Rewards Program”), subject to eligibility and terms available at https://www.henryschein.com/us-en/dental/thrive-rewards/thrive-rewards-program-details.aspx . Purchase of the Program is deemed consent to the Thrive Rewards Program Terms. Earn enhanced Thrive Rewards points as follows: 1.5x points on eligible purchases from Henry Schein (except purchases below with other enhanced points-levels and except for exclusions from the Thrive Rewards Program) 3x points on dental/large equipment purchases 5x points on Henry Schein Brand merchandise products purchases The Thrive Rewards Program is a discount program and is intended to fully comply with all applicable local, state and federal laws and regulations. Dental/large equipment and “Henry Schein Brand” (which may also be referred to as “Henry Schein Products”) products as determined by Henry Schein from time to time. The minimum number of Points necessary to redeem is subject to change at any time by Henry Schein for any reason or no reason. Henry Schein may refuse a redemption request if the Member is not in good standing on its Henry Schein purchases. Standard redemption value 1 point = \$0.005. Points are not exchangeable for cash.
12	STANDARD TERMS	
12.1	Term/Program	Except as otherwise agreed, the term of the Program shall commence on the Effective Date and will renew automatically each month thereafter for one additional month unless either party terminates as provided herein. The membership fees and terms for each renewal term will be Schein’s then-effective membership fee and terms for the Program. All amounts paid hereunder are non-refundable. Schein may change the details, content, terms or duration of the Program at any time. Any such changes will become effective as described in the Notice section below.
12.2	Sales Terms	All sales are subject to Schein’s standard terms of sale in effect from time to time (available at www.henryschein.com/us-en/dental/LegalTerms.aspx), except as provided herein. Purchase prices are exclusive of all local, state and federal taxes, including sales, use and similar taxes, and are subject to change without notice. Customer is responsible for payment of any and all taxes. All amounts payable under this Agreement shall be paid in U.S. dollars within 30 days of the invoice date. Schein’s shipping and freight policies in effect at time of order placement which may be amended from time to time apply to all sales hereunder, except as provided herein. Program fees are not eligible for discounts, rebates or in calculation towards minimum purchase under any separate agreement between customer and Schein or its affiliates.
12.3	Compliance with Laws	The parties agree that in carrying out their duties and responsibilities under this Agreement, they will neither undertake nor cause nor permit to be undertaken, any activity which either is illegal under any applicable laws, decrees, rules, or regulations.
12.4	Confidentiality	During the Term and for a period of two years thereafter, neither party will use (except to undertake the activities contemplated by this Agreement), publish or otherwise disclose any information related to the other party that is

		acquired by such party in connection with the performance of this Agreement (“Confidential Information”) unless required by law, regulation or legal process. “Confidential Information shall not, however, include any information that, as shown by competent proof: (a) is publicly known or generally available in the public domain prior to the time of disclosure by the disclosing party to the receiving party, (b) becomes publicly known or generally available in the public domain after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party, (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party’s written records existing immediately prior to the time of such disclosure, (d) is obtained by the receiving party from a third party that may lawfully disclose such information without breaching any obligation of confidentiality applicable to such third party, or (e) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by the receiving party’s independent contemporaneous written records. Nothing in this Agreement shall be construed to prohibit Schein from maintaining records normally maintained in its business. Further, Schein may create and retain listings, which consist of Customer information developed in connection with the Program whether or not derived from Confidential Information. Such listings of customers created and maintained by Schein shall be the exclusive property of Schein.
12.5	Termination	Either party may terminate this Agreement upon written notice prior to any monthly renewal billing. If Customer terminates prior to payment of three (3) monthly Program membership fees in any year and has utilized the HSPA and/or the sterilizer benefit, then Customer will pay to Henry Schein the then-retail price for such services at the time of such termination, but no further monthly Program membership fees shall be owed.
12.6	Notices	Except as otherwise provided, all notices given under this Agreement shall be in writing and delivered by hand, by mailing by certified or registered mail, or 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. Program changes may be sent via electronic mail or by posting on the DentistsWhoThrive.com website only.
12.7	Governing Law	This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. The parties irrevocably submit to the jurisdiction of the federal courts sitting in the Eastern and Southern Districts of New York or any New York state courts in the counties of Nassau and Suffolk, for the purpose of any suit, action or proceeding arising out of this Agreement. The parties hereby irrevocably waive the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding.
12.8	Regulatory Compliance	Customer is required to comply with all applicable federal and state laws and regulations, specifically including, but not limited to, the federal anti-kickback law, 42 U.S.C. Section 1320a-7b(b) and any similar applicable state laws. Customer may be obligated to report and provide information concerning any discounts, rebates or other price reductions provided under this Agreement. Customer must claim the benefit of these discounts in the fiscal year in which the discounts are earned, or the following year. By signing this Agreement, Customer acknowledges its legal obligations to fully and accurately report the discounts, rebates and/or other price reductions received under this Program. Customer should retain this Agreement and any other documentation of discounts, rebates or other price reductions and make such information available to federal or state health care programs or other payers upon request.
12.9	Membership Qualifications	The Program is open to dental practices (excluding institutions, community health centers, government organizations, cost reporting entities and large Dental Service Organizations (as designated by Henry Schein)) who: (a) operate a licensed practice in the United States and (b) have agreed to these Program Terms by entering the Member’s required information; (each an “Eligible Practice” or “Member”). Eligibility for the Program is at Henry Schein’s sole discretion. The Program is void where prohibited. The Program is limited to one Member account per Eligible Practice. Henry Schein may refuse to create an account for any reason.
12.10	Primary Member	The first individual who registers an Eligible Practice as a Member, upon confirmation of membership (subject to continuing verification by Henry Schein), will be deemed the “Primary Member” of the Thrive Rewards Program and thereafter responsible for the Thrive Rewards Program membership for that Member, including eligibility for the specific Thrive Rewards Program benefits described herein. By registering, the Primary Member represents and warrants that he/she has the authority to register and participate in the Eligible Practice in the Thrive Rewards Program per this Agreement. The information entered at the time of enrollment must match Henry Schein’s records on file for awards to be administered. Primary Member must be a lawfully identifiable human being; no fictitious or alias names and no machines, scripts or automated services may be used for purposes of participation in the Program or Thrive Rewards Program. Membership in the Program is not transferable; however, an alternate Primary Member can be designated to administer the Program on behalf of a Member. See the Program website for information on how to update Primary Member information.
13	Product Exclusions	In the Thrive Rewards Program, “Excluded Products” includes, without limitation, the following: Arestin, Zyris Inc. products, Pharmaceutical—RX, Vaccines, Medical Products (Equipment, Equipment Rental, Extended Service Warranty), Deferred Service Contract fees, Storage Fees.
14	GPO/Buying Group De-Roster	Upon enrollment in the Program, Customer will be automatically de-rostered by Henry Schein for the purposes of any group purchasing organization. By enrolling in the Program, Customer consents to Henry Schein to be de-rostered from any group purchasing organization.

Thrive Signature 2024b