

# Subscription Agreement for Dentagraphics® Content

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**7. Limitation of Claims.** No claim, regardless of form, which in any way relates to or arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

**8. Effect of Agreement.** This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, Dentagraphics may amend the terms and conditions of this Agreement by providing Subscriber 30 or more days prior written notice of the change. Any other amendment must be in writing and signed by both parties.

**9. Term and Termination.** The term of this Agreement shall be for the period of time specified in the Order Form; provided, however, that Dentagraphics and Subscriber may each terminate this Agreement at any time by providing the other party 30 days prior written notice of such termination. If the Order Form does not specify the term or duration of this Agreement, it may be terminated by either party at will.

**10. Force Majeure.** Dentagraphics's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

**11. General Provisions.** This Agreement will be governed by and construed under the law of the State of Ohio, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts.

Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without Dentagraphics's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof.