

DENTRIX ASCEND SERVICE – TERMS AND CONDITIONS

These Terms and Conditions were updated and effective as of November 11, 2016

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE DENTRIX ASCEND SERVICE AND WEBSITE AT DENTRIXASCEND.COM, INCLUDING, WITHOUT LIMITATION, ALL CONTENT SUCH AS TEXT, INFORMATION, IMAGES, APPLICATIONS, TEMPLATES, SOFTWARE, FEATURES, UPDATES, AND OTHER INFORMATION, SERVICES AND MATERIALS (COLLECTIVELY, THE “SERVICE”). BY ACCESSING OR USING ALL OR ANY PORTION OF THE SERVICE, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THESE DENTRIX ASCEND TERMS AND CONDITIONS (THE “AGREEMENT”) AND REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PURCHASER IDENTIFIED ON THE REGISTRATION FORM ATTACHED HERETO (THE “REGISTRATION FORM”). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE SERVICE, AND YOU MUST CEASE USE OF AND ACCESS TO THE SERVICE IMMEDIATELY.

This Agreement is between Henry Schein Practice Solutions Inc., a Utah corporation with its principal place of business at 1220 South 630 East, Suite 100, American Fork, UT 84003 (“HSPS”) and the purchaser identified on the Registration Form (“You”) and governs Your use of the Service.

1. Right to Use the Service.

The Service is available as a paid service accessible by a limited number of authorized users (“Users”) as specified on Your Registration Form. Subject to and conditioned on Your and Your Users' continued compliance with the terms and conditions of this Agreement, during the Term, HSPS shall use commercially reasonable efforts to provide to You and Your Users the Service and other products and services described on the Registration Form and this Agreement in accordance with the terms and conditions hereof.

2. Fees.

Payment for the Service and any additional products or services provided hereunder shall be at prices and under terms stated on the Registration Form (the “Fees”). All Fees are exclusive of taxes, which may or may not be added to the Fees, depending on applicable law and Your legal residence. You shall be responsible for any and all taxes related to this Agreement.

If You are a tax exempt entity, You hereby represent and warrant that You are not subject to state and local income taxes as well as sales, use, rental or property taxes and You agree that You will deliver to HSPS evidence of Your tax-exempt status prior to accessing or using the Service. Further, You agree that You shall indemnify, defend and hold harmless HSPS and its officers, employees and agents for any and all losses, costs expenses and liabilities (including but not limited to taxes, judgments, penalties and interest) associated with taxes found to be applicable to You and due from You with respect to the Service, or any portion thereof, or otherwise due in connection with this Agreement (other than with respect to taxes due on the income of HSPS).

HSPS reserves the right to modify the Fees at any time upon notice, and such changes or modifications may be provided by an email message to You, or in the form of an announcement on the Service. Any such Fee increase will not exceed 5% of the Fees for the Service in the immediately preceding Term, unless the pricing in the prior Term was designated in the relevant Registration Form as promotional or one-time.

You hereby agree to provide HSPS with a valid credit card number, unless otherwise designated in the relevant Registration Form, to which HSPS will automatically charge all Fees as they become due. All Fees shall be due in

advance of the month incurred and any additional charges shall be due at the end of the month in which such charges are incurred.

If payment by Your credit card is denied, or You if You otherwise fail to make any payments owing to HSPS, HSPS may, at its sole discretion, suspend or terminate Your access to the Services and/or terminate this Agreement. Your right to use the Service is subject to any limits established by HSPS or by the issuer of Your credit card. Interest charges of 1% per month (or the highest rate permitted by law if lower than 1% per month) calculated daily and compounded monthly will apply to any unpaid balance which is more than thirty (30) days overdue. You shall reimburse HSPS for all reasonable costs incurred by HSPS in collecting any late payments or interest, including attorney's fees, court costs and collection agency fees.

HSPS reserves the right to impose a reconnection fee in the event You request to resume access to the Service after a previous termination of access.

You agree that Your purchase of a subscription to use the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by HSPS regarding future functionality or features.

3. Right of Use

Subject to Your and Your Users continued compliance with the terms of this Agreement, You and Your Users are hereby granted a non-exclusive, non-transferable, right to use the Services, solely for Your own internal operational purposes. All rights not expressly granted to You hereunder are reserved by HSPS. Subject to any applicable cure period expressly provided herein, Your right to use the Service shall terminate immediately upon the occurrence of any of the following: (i) Your Breach of any term of this Agreement, or (ii) Your failure to make any payment when due.

You shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

You may use the Service only for Your internal business purposes and shall not: (i) use the Service in violation of applicable law, (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity, bandwidth or performance of the Service or the data contained therein; (vi) attempt to gain unauthorized access to the Service or its related systems or networks; or (vii) use the Service, including the content, intellectual property, technology, trademarks or service marks for any commercial purposes (i.e. soliciting customers, resale, etc.) without HSPS's prior written consent.

4. Access

Access to the Service is available via a unique URL provided at the time of registration.

As part of the implementation process, You will provide an email address of an individual who will manage Your subscription to the Service (the "Administrator"). The Administrator will have the authority to designate additional

Users and/or Administrators. Any Administrator shall be deemed to have the authority to manage any Users. The Administrator shall be solely responsible for deactivating a User's log-in credentials if the Administrator wishes to terminate access to the Service for any User.

You shall be responsible for implementing policies and procedures to prevent unauthorized use of Service, and You shall promptly notify HSPS upon suspicion that a username and password has been lost, stolen, compromised, or misused.

Any access to and use of the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service is strictly prohibited.

5. Your Responsibilities; Compliance with Laws

You are responsible for all activity occurring under Your and Your Users' account(s) and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your use of the Service, including those related to data privacy, including but not limited to the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act (collectively referred to herein as "HIPAA"), international communications and the transmission of technical or personal data. In addition, You are responsible for abiding by any and all internal policies, procedures and regulations, which are required, by Your employer and/or the applicable administrators of Your account. You shall: (i) notify HSPS immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to HSPS immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by You or others to violate this Agreement or the intellectual property rights of third parties; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service. By accessing the Service, You represent and warrant that You have not falsely identified Yourself nor provided any false information to gain access to the Service and that Your billing information is correct.

6. Data

HSPS does not own any data, information or material that You or Your Users submit to the Service (the "Uploaded Data"). You shall have sole responsibility for, and agree to assume all liability related to, the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of or right to use any and all Uploaded Data.

You agree and acknowledge that HSPS has no obligation to retain Uploaded Data (as defined herein) and that such Uploaded Data may be irretrievably deleted in accordance with HIPAA, the Business Associate Agreement between You and HSPS attached hereto and incorporated herein by reference, and HSPS's data retention policies. The Service does not replace the need for You to maintain regular data backups or redundant data archives. HSPS SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

If HSPS on its own or through any third party has notice that Uploaded Data stored by You and/or Users is in violation of any law or infringes third party rights, HSPS shall have the right to You immediately suspend Your access to the Service and the Uploaded Data. You and/or User(s) shall be notified by HSPS of any such action under this Section when reasonable and possible.

7. Intellectual Property Rights

HSPS (and its successor or assigns, or its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Services, including all related technology and content (other than Uploaded Data), and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating thereto. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Service. The Dentrix Ascend name, the Dentrix Ascend logo, and the product names associated with the Service are trademarks of HSPS or its affiliated companies, and no right or license is granted to use them.

All copyrights and/or other intellectual property rights, title and interests in a) software on which the Service is based and made available to You and/or Users, b) source codes or other software components of the Service, c) content of the website dentrixascend.com and the Service including text and graphics but excluding Uploaded Data, d) trademarks, names, etc. are the sole property of HSPS and its affiliated companies, and/or third parties having granted HSPS license for its use, and You and Your User(s) shall gain no rights therein other than the limited right of use for Your internal business purposes as stipulated in this Agreement.

You and Your User(s) shall not reproduce or redistribute any software, content or trademarks, intellectual property in any form, except as allowed in this Agreement.

You and Your User(s) retain all intellectual property rights to Uploaded Data stored by You and Your User(s) on the Service.

8. Marketing

HSPS will not send marketing material from third parties to You or Users. HSPS may send product news relevant to Your or Users' use of the Service as HSPS sees fit from time to time. All data obtained from You or Users shall be used only in accordance with the Dentrix Ascend Privacy Policy, which may be found at <http://www.dentrixascend.com/privacy>.

9. Indemnification

You agree to defend, indemnify and hold HSPS, Henry Schein, Inc., and their licensors, subsidiaries, affiliates, stockholders, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that any Uploaded Data, whether provided by You or Users, infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by You of Your representations and warranties made herein; or (iii) a breach by You or Users of this Agreement.

10. Disclaimer of Warranties

HSPS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. HSPS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE

SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY HSPS AND ITS LICENSORS. FURTHER, NO ADVICE OR INFORMATION GIVEN BY AN HSPS REPRESENTATIVE SHALL CREATE A WARRANTY OR SERVE AS AN AMENDMENT TO THIS AGREEMENT. HSPS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

11. Limitation of Liability

IN NO EVENT SHALL YOUHSPS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THIS AGREEMENT OR WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, AND (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, AND WHETHER OR NOT HSPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, HSPS'S LIABILITY HEREUNDER WILL NOT EXCEED THE TOTAL AMOUNT YOU HAVE PAID FOR THE SERVICE PURSUANT TO THIS AGREEMENT WITHIN THE TWELVE MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

12. Force Majeure

HSPS will not be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, pest damage, floods); power surges or failures, wars, acts of military authorities, riots, terrorist activities, and civil commotions; activities of local exchange carriers, inability to secure raw materials, transportation facilities, fuel or energy shortages, unauthorized use of this Service, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of HSPS whether similar to the foregoing or not.

13. Privacy Policy.

HSPS' Privacy Policy may be found at <http://www.dentrixascend.com/privacy>.

14. Responsibility for Content, Transmitting Messages, and Accounts

14.1 You are solely responsible for the information or content submitted, posted, transmitted or made available through Your use of the Service ("Content"). You may use the Service to transmit Content or direct HSPS to make contacts via any channel (in either case "Messages") to, or with, recipients of the Messages (the "Recipients"). You are responsible for maintaining the confidentiality of Your accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Service and for all uses of the Service in association with Your accounts whether or not authorized by You including unintended usage due to holidays,

daylight savings, computer clock errors or similar circumstances. You acknowledge and agree that HSPS does not control nor monitor Your Content nor guarantee the accuracy, integrity, security or quality of such Content. Should You choose to record or tape any use of the Service You, You shall be solely responsible for and obligated to provide any legally required notification to those being recorded or taped.

14.2 You represent and warrant that: (a) You have the legal right to use all Content and to send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; (b) You are the transmitter of all Content and Messages and HSPS is merely acting at Your direction as a technology conduit for the transmission of the Content and the Messages; (c) HSPS's use of the Content shall not violate the rights of any third party or any law, rule or regulation and (d) You will not transmit or allow to be transmitted any Content or Messages that: (i) You do not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupt the Service, servers or network operator networks.

14.3 You represent and warrant that: (a) You have obtained any prior express or written consent, as may be required by applicable law or regulation, to use Uploaded Data, including, but not limited to, each wireless phone number delivered by You to HSPS in connection with the provision of the Service delivering an autodialed or prerecorded Message, and the intended contact Recipient is the current subscriber to the wireless phone number ("Notification Services"); (b) You have and actively use policies and procedures to implement a patient's request to opt-out of any program relating to any Notification Services; (c) the Notification Services shall not be intended to induce the purchase of goods or services or to solicit a charitable contribution ("Solicitations") unless You have obtained from the Recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC's Telemarketing Sales Rule.

14.4 You acknowledge and agree that where HSPS reasonably believes that You may not have complied with all laws, rules and regulations applicable to the performance of Notification Services, HSPS may, at its option and in its sole discretion: (i) scrub all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers; (ii) insert an interactive opt-out mechanism and pass the resulting data to client, or (iii) discontinue Notification Services.

14.5 You hereby agree to indemnify, defend and hold HSPS, Henry Schein, Inc., their licensors, subsidiaries, affiliates, stockholders, officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from HSPS following Your instructions in sending the Messages or Your breach of any representation or warranty set forth in this Section 15.

15. Term and Termination

All Fees associated with the Service are non refundable. HSPS DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL MONTHS OF USE OF THE SERVICE. You may cancel Your subscription to the Service at any time, which will be effective immediately upon notice to HSPS. Should You elect to cancel Your subscription to the Service, please note that You will not be issued a refund for any Fees already paid. It is Your responsibility to keep Your contact and payment information current. You hereby authorize HSPS to continue billing Your credit card on file,

unless otherwise designated in the relevant Registration Form, unless and until You cancel Your subscription to the Service, and in the event that HSPS is unable to collect the Fees from Your credit card for any reason, You shall remain responsible for any uncollected amounts in accordance with Section 2 above. Notwithstanding anything to the contrary contained herein, HSPS may terminate this Agreement and the Service at any time and for any reason.

This Agreement shall commence on the date of availability of the Service and will remain in effect for an initial term of contract as stipulated on the Registration Form (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms (each, a "Renewal Term," and together with the Initial Term, the "Term") equal in duration to the Initial Term at the then current Fees, unless You provide HSPS with written notice of Your election not to renew at least sixty (60) days prior to the expiration of the then-current Term.

In the event of breach of any provision of this Agreement, the non-breaching party shall notify the breaching party in writing of the specific nature of the breach and shall request that it be cured. If the breaching party does not cure the breach within thirty (30) days of such notice, the non-breaching party may immediately terminate this Agreement on written notice to the breaching party,

The rights and obligations in Sections 2, 3, 8, 10-12 and 18-19 shall survive the expiration or earlier termination of this Agreement.

Upon the cancellation or earlier termination of this Agreement, Your Uploaded Data will be made available through read only access to the Administrator or a designated User for a ninety (90) days after such cancellation or termination. Following such ninety (90) day period, Your Uploaded Data will be irrevocably deleted from the Service

You agree and acknowledge that HSPS has no obligation to retain the Uploaded Data following the expiration or earlier termination of this Agreement and may delete such Uploaded Data in accordance with HIPAA data retention policies without prior notice. If You and/or Users request HSPS to assist in restoring Uploaded Data that has been deleted in accordance with this paragraph, and HSPS determines that such data recovery is possible, HSPS will restore any recoverable data at HSPS' standard rates, which shall be billed to You separately and in addition to any Fees due hereunder.

16. Notice

HSPS may give notice by means of a general notice on the Service, electronic mail to Your e-mail address on record, or by written communication sent by first class mail or pre-paid post to Your address on record. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or immediately upon sending (if sent by email).

17. Modification to Terms

You agree and acknowledged that HSPS reserves the right to modify this Agreement or any of its policies relating to the Service at any time, which modifications shall become effective immediately upon posting of an updated version of this Agreement on the Dentrix Ascend website at <http://www.dentrixascend.com/terms>. You are responsible for regularly reviewing this Agreement. You may terminate this Agreement upon notice if You do not agree to any modification.

18. Confidentiality

Unless expressly authorized in writing by the other party, neither party shall disclose to any third party any Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform

its obligations under this Agreement. Confidential Information means any non-public information and/or materials provided by a party under this Agreement to the other party and reasonably understood to be confidential.

19. General.

- (a) Entire Agreement. You agree that this Agreement, including the Registration Form and the Business Associate Agreement constitutes the entire agreement between You and HSPS and shall supersede any prior agreement or any other communications relating to the use of the Service or any portion thereof.
- (b) Severability. 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.
- (c) Governing Law. This Agreement is governed by the laws of the State of Utah and the United States of America, including U.S. copyright laws. The Federal and State Courts resident in Utah shall have exclusive jurisdiction to adjudicate any dispute arising under or out of this Agreement.
- (d) Assignment. You shall not have the right to assign or transfer any obligations or benefit under this Agreement without the prior written consent of HSPS. Any purported assignment in violation of this section shall be void. Except as otherwise provided herein, this Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.
- (e) Export Restrictions. You acknowledge that the Service, or any portion thereof, may be subject to U.S. export restrictions. You agree to comply with all applicable international and national laws that apply to the Service, or any portion thereof, including the U.S. Export Administration Regulations, as well as destination and all other restrictions issued by U.S. and other governments.
- (f) Notices. All written notices given to HSPS through certified mail under this Agreement shall be sent with a copy to Henry Schein Practice Solutions Inc., 1220 South 630 East, Suite 100, American Fork, Utah 84003 with a copy to Henry Schein, Inc. 135 Duryea Road, Melville, NY 11747, Attn: General Counsel, Fax (631) 843-5660.
- (g) No Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- (h) Independent Contractor. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venturer or agent of the other party and shall not bind nor attempt to bind the other party to any contract.
- (i) Headings; Sections. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.