



Terms And Conditions Of Membership

Terms and Conditions

All of the Terms and Conditions ("Terms") contained herein form a part of Member's Membership Agreement. All capitalized terms not previously defined in this Membership Agreement above shall have the meanings given to such terms in the "Definitions" section below.

1. Definitions

"Agreement" means this Membership Agreement which governs Member's participation with HEA.

"Program" means the Vendor products and services, including discounted pricing, rebate programs and special promotions, offered to Member by HEA through its HEA Advantage program.

"Vendor" means a third-party supplier from which Member can make purchases of products and/or services in accordance with the financial terms in effect between such supplier and HEA.

2. Vendor Designation. HEA shall provide Member with a list of Vendors, which may be updated by HEA from time to time, as applicable. Member shall notify HEA, in writing, which Vendor(s) it opts to make purchases from through the Program. Based upon such notification(s), Member authorizes HEA to contact the selected Vendor(s) to open or convert the account on the Member's behalf.

3. Consolidated Billing and Member Payments to HEA. Member authorizes HEA to receive, on Member's behalf, the monthly statements issued by the Vendors listing the purchases made by Member from such Vendors during the applicable month. HEA will bill Member on or about the seventh (7th) day of each month for purchases billed by the Vendors for the preceding month, together with the applicable Administrative Fee (as defined in Section 5 of this Agreement). Member shall pay HEA in full for all billed amounts, including any applicable payment processing fee and/or Administrative Fee, no later than the twentieth (20th) day of the month in which billing was made. All monthly payments must be received by HEA by the applicable payment due date in order for Member to obtain the applicable Vendor discounts. If any monthly payment is not timely received: (i) Member will be assessed a discount reduction fee equal to fifteen percent (15%) of Member's activity for the applicable billing period which will be applied to Member's next billing statement; and (ii) HEA reserves the right to assess a finance fee of one and one-half percent (1.5%) per month on any unpaid balance which will be applied to Member's subsequent billing statement(s) until all amounts due are paid in full. HEA will pay the Vendor(s) on Member's behalf, subject to Member remaining current in its payment obligations to HEA. Member must notify HEA of any billing dispute on or before the applicable payment due date. This shall not affect or change the right of the Member to dispute any billed amount directly with the Vendor.

4. Vendor Direct Billing to Member. Certain Vendors may permit Member to receive bills from and remit payments directly to those Vendors for goods and services which Member purchases through the Program. In such case, Member shall notify HEA, in writing, which Vendor(s), if any, Member opts to make direct payments to for merchandise purchased by Member from such Vendor(s) through the Program. Upon HEA's receipt of such notification(s) from Member, HEA shall be relieved of all payment obligations for Member's merchandise purchases from such Vendor(s) through the Program. In order for Member to continue to be eligible for the applicable Vendor's discounts through the Program, Member must make all direct payments to the Vendor(s) in accordance with such Vendor's payment requirements.

5. Administrative Fee. In consideration for HEA's Program services, Member shall pay to HEA the monthly administrative fee (the "Administrative Fee") set forth on Exhibit A.

6. Vendor Compensation to HEA. Member acknowledges that in connection with Member's purchases, HEA may receive compensation, fees, rebates, sponsorship funds, or other remuneration from certain vendors that ranges from zero percent (0%) up to the aggregate amount of six percent (6%) of the purchase price of the goods or services procured by Member.

7. Member Financial Responsibility. Member shall be financially responsible for all purchases ordered through the applicable Vendor assigned account number(s). Member shall notify all Vendors of Member's designated drop-ship location(s) for all Member purchases. Member agrees to maintain appropriate security precautions to prevent and stop unauthorized purchases. HEA will bill Member for all purchases listed on the Vendor's monthly statement that are associated with Member, regardless of the Vendor account number reflected on such monthly statement.

8. Merchandise Returns. Member is solely responsible for inspecting all merchandise ordered through the Program as to quantity and quality, and shall immediately inform the applicable Vendor of any discrepancies. HEA will issue a credit to Member for Vendor approved merchandise returns during the same billing period for which Vendor issues HEA a credit. Member is responsible to pay HEA in full for merchandise until such time as the Vendor issues the credit to HEA. If Member does not pay HEA in full in anticipation of future Vendor merchandise return credits, without HEA authorization, such partial payment may result in loss of that month's Vendor discount(s). HEA does not accept responsibility for unauthorized or improperly returned items. Member's failure to comply with a Vendor's acceptance and return procedures may prohibit Member from returning the subject merchandise or otherwise receiving a credit.

9. Termination for Member's Non-Payment. If Member's account(s) with HEA remains unpaid after the last day of the month of any billing cycle, membership in the Program may, at the option of HEA, be terminated, upon notice to Member, and all rights and privileges of Member under this Agreement, shall thereupon be terminated. Member acknowledges and agrees that upon any such termination by HEA, HEA will notify the applicable Vendors that Member's Program membership has been terminated due to non-payment, and that HEA will no longer be responsible for Member's orders placed with such Vendors. Member's obligation to pay any and all amounts due to HEA shall survive termination of Member's Program participation and this Agreement. Additionally, following any notice of Member's termination by HEA to the applicable Vendors, HEA shall have no further responsibility to such Vendors for Member purchases from any Vendors.

In order to reinstate its membership with HEA, Member must submit a written request for reinstatement, together with such information requested by HEA in support of such request. HEA shall have no obligation to permit Member's reinstatement, regardless of whether Member has paid its account(s) in full.

10. Member's Financial Condition. Member represents and warrants that it is solvent as of the Effective Date of this Agreement. Member agrees that all future purchases under this Agreement shall constitute Member's representation and warranty to HEA of Member's solvency as of the date of Member's future purchases. Member further agrees that its continued participation in the Program is at the sole discretion of HEA. The credit worthiness of Member and the Principal Owner(s) is subject to reverification by HEA at any time, and any adverse credit information may be grounds for HEA's immediate termination of Member's Program membership without prior notice.

11. Guaranty. If Member is a corporation, association, limited liability company, partnership or any other form of business entity, Member and Principal Owner(s) represent and warrant that: (i) the Principal Owner that has executed this Agreement on behalf of Member has done so in his/her capacity as an authorized signatory of Member; and (ii) all Principal Owners of Member have executed this Agreement in their individual capacity as a guarantor and, therefore, each Principal Owner, jointly and severally with Member and all other Principal Owner(s) guarantees payment of all charges billed by HEA to Member and performance by Member of all of its obligations under this Agreement. If Member is an individual, he/she shall be individually responsible for payment of all charges billed by HEA to Member. Should it become necessary to place Member's HEA account for collection, Member and Principal Owner(s) agree to reimburse HEA for all collection costs and attorney fees.

Terms And Conditions Of Membership

12. Information Sharing. Member understands that HEA is required to provide Member's name and practice address to Vendors in order to establish Member's account(s) with such Vendors, and that such information may be used by the Vendors to inform Member of special promotions and offers. Member further understands that HEA may provide information about Member and/or its Principal Owner(s) to credit reporting agencies.

13. Member Notice of Changes. Member shall provide written notification to HEA of any changes to the "Member Information" section of this Agreement, including the following: (i) any changes in practice location(s), email and/or mailing address(es), and/or phone number(s); and (ii) any change of ownership of the practice and/or change of Principal Owner(s). Member and all Principal Owner(s) shall remain responsible for all charges incurred on Member's account regardless of the accuracy of the information on file with HEA.

14. Term and Termination. This Agreement shall remain in full force and effect until terminated by either party in accordance with its terms. Member may terminate this Agreement at any time by notifying HEA of its election to terminate. Member's notice of termination should be sent via email to memberservices@hea2020.com. HEA may terminate this Agreement with or without notice (i) as provided in this Agreement; and (ii) if Member has not made purchases through the Program for more than six consecutive months. All amounts due from Member to HEA for merchandise purchases made through the termination date, including deferred billing, shall be paid to HEA in the next regularly scheduled billing cycle.

15. HEA Not Responsible for Taxes. Member acknowledges and agrees that: (i) Member is responsible for all taxes that result from Member's purchases through the Program; (ii) HEA is not responsible for any State or Federal taxes to be collected on products or services Member purchases from any Vendor, including without limitation, all sales, value added and other taxes; and (iii) if any taxes are initially paid by HEA to any Vendor, Member shall reimburse HEA for all amounts paid by HEA.

16. HEA Changes to Member's Account. HEA reserves the right to change the terms of Member's account at any time, for any reason without Member's consent. Member's sole right with respect to dissatisfaction with any policies, guidelines or practices of HEA in operating the Program, any changes in the Program, or any changes in the amount of any fees and discounts, is for Member to terminate this Agreement in accordance with Section 14 (Term and Termination).

17. Website. As part of its membership in the Program, Member may receive a user name and a password to enable Member to access password

protected areas of HEA's website located at www.pecaa.com (the "Website"). Member shall use reasonable efforts to maintain the security of user names and passwords and shall promptly notify HEA if an HEA assigned password is lost, stolen, disclosed to an unauthorized person, or is otherwise compromised.

18. HEA Confidential Information. Member and each Principal Owner acknowledge and agree that all Vendor lists and Vendor information, Program pricing, fees and discounts, and any and all other information made available to Member and/or Principal Owner(s) by HEA is confidential information of HEA (collectively, "Confidential Information"). Member and each Principal Owner agree not to use the Confidential Information for any purpose other than in accordance with this Agreement and/or for Member's purchase of products or services through the Program. Neither Member nor any Principal Owner shall disclose the Confidential Information to any third party, except to Member's employees, officers, directors, consultants or advisors with a need to know the Confidential Information in order for Member to carry out the terms of this Agreement. Upon termination of this Agreement for any reason, Member shall immediately destroy all Confidential Information and certify to such destruction if requested by HEA.

19. HEA Intellectual Property. Member acknowledges and agrees that Member is not receiving any interest in the Program or in any intellectual property rights of HEA other than the right to purchase products and services through the Program, subject to the terms and conditions of this Agreement. HEA shall own all right, title and interest in and to the Program, the Confidential Information, the Website and all intellectual property rights therein, including without limitation patents, copyrights, trade secrets and trademarks. Member acknowledges and agrees that no license or rights of any kind to any third-party or HEA software, trade secrets, trademark, trade name, logo, product designation or other intellectual property rights of any kind are granted to Member in this Agreement, and all such rights are reserved by HEA and its licensors.

20. Indemnification. Member hereby indemnifies and holds harmless HEA and its officers, directors, shareholders, owners, employees, contractors, consultants, advisors, affiliates and agents (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, fines, penalties, losses, settlement amounts, costs and expenses, including reasonable attorney's fees, arising or resulting from Member's: (i) use or sale of any products and services obtained through the Program; (ii) breach of its obligations under this Agreement; and (iii) access to or use of any products and services offered through the Program that Member elects to purchase or participate in. The Indemnified Parties, as applicable, shall provide Member with prompt written notice of any claim for indemnification.

21. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida, without reference to its conflicts of laws provisions. Each party hereby consents and submits to the exclusive jurisdiction of the State and Federal courts in Palm Beach County, Florida, for any action relating to this Agreement. Each party further consents to such venue and hereby waives objections to venue for any such action commenced in such courts.

22. No Warranties by HEA. Member acknowledges, understands and agrees that: (i) all products and services obtained through the Program are being sold by the applicable Vendors, and any other technology-based products and services are being provided by the applicable software vendors, and that MEMBER'S SOLE REMEDY REGARDING THE FUNCTIONALITY OR QUALITY OF ANY MERCHANDISE, PRODUCTS OR SERVICES PURCHASED OR ACCESSED THROUGH THE PROGRAM OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY TECHNOLOGY-BASED PRODUCTS AND SERVICES, IS TO CONTACT THE APPLICABLE VENDOR, SOFTWARE VENDOR, OR MANUFACTURER TO UTILIZE ANY WARRANTIES OR OTHER REMEDIES THAT MAY BE OFFERED BY SUCH THIRD-PARTIES; AND (ii) NO WARRANTIES WHATSOEVER ARE BEING PROVIDED BY HEA REGARDING ANY PRODUCTS OR SERVICES PURCHASED THROUGH THE PROGRAM, ANY VENDOR, OR SOFTWARE VENDOR, AND HEA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND ANY OTHER WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

23. Limitation of HEA Liability. IN NO EVENT SHALL HEA, OR ANY INDEMNIFIED PARTIES BE LIABLE TO ANY MEMBER, PRINCIPAL OWNER OR ANY OTHER PERSON OR ENTITY FOR THE COST OF SUBSTITUTE GOODS OR SERVICES, ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED OR ARISING, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES BASED ON BUSINESS INTERRUPTION OR LOSS OF PROFITS OR OPPORTUNITY, AND WHETHER OR NOT HEA HAS BEEN ADVISED OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF HEA EXCEED THE ADMINISTRATIVE FEE ACTUALLY PAID TO HEA DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE ACTION. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.



Terms And Conditions Of Membership

EXHIBIT A ADMINISTRATIVE FEE

The monthly Administrative Fee shall be calculated as set forth below and paid in accordance with Section 5 of this Agreement. The Administrative Fee assessed for each month shall be based upon total net product purchases that were billed in that month.

MONTHLY NET PURCHASE VOLUME	RATE
\$0.00 - \$1,749.99	5.00%
\$1,750.00 - \$4,999.99	4.50%
\$5,000.00 - \$9,999.99	4.00%
\$10,000.00 - \$14,999.99	3.50%
\$15,000.00 - \$18,999.99	3.00%
\$19,000.00 - \$21,999.99	2.50%
\$22,000.00 - \$24,999.99	2.00%
\$25,000.00 & up	1.50%

The Administrative Fee will be listed on the HEA Advantage monthly statement and Member shall pay the Administrative Fee as part of the total statement amount. HEA reserves the right to change the amount of the Administrative Fee from time to time upon at least thirty (30) days prior notice to Member, and such change will take effect as of the date specified in such notice.

PECAA Max members who also participate in HEA Advantage do not incur an Administrative Fee for HEA Advantage. PECAA Max membership dues include participation in HEA Advantage at no incremental cost.