

# Carestream Dental Ltd - Purchase Agreement

## Terms and Conditions

**Definitions:** (a) **Carestream Dental** ("Carestream Dental", "we", "us", "our") means Carestream Dental Limited, an English registered company, with its office at Wiltron House, Rutherford Close, Stevenage, Herts, SG1 2EF UK.

(b) **Customer** ("Customer", "you", "your") means the customer identified on an applicable order form.

(c) **Contract** means any order form signed or otherwise acknowledged by you without alteration, and these terms and conditions.

(d) **Effective Date** means the date the order form is signed or otherwise acknowledged by you.

**1. License and Sale.** Subject to the terms and conditions of this Contract, we grant you a license to use the software, including any updates and software error corrections that we provide ("Software"), sell you the hardware ("Hardware") (collectively, the "Products"), and agree to provide the Support Services and other services, in each case as set forth in this Contract.

**1.1 License Terms.** We grant you a non-exclusive, non-transferable license to use the number of copies of the Software indicated in the Contract or that we deliver to you at the site indicated on the Contract and to make one copy of the Software solely for backup and archival purposes. You may not (a) use or copy the Software except as permitted in this Contract; (b) translate, reverse engineer, decompile or disassemble the Software; (c) rent, lease, assign or transfer the Software except as described in this Contract; or (d) modify the Software. These limitations will survive termination of this Contract for any reason. You obtain no rights other than the license granted in this Contract and we reserve all rights not expressly granted herein. We retain title to the Software and any copy made from it.

**1.2 Third-Party Software.** Third party software is transferred to you "as is". Your right to use the third-party software, all warranties regarding the third-party software, and all other terms and conditions relating to the third-party software will be governed by the separate agreements included with the third-party software.

**1.3 Relocation of Software/Multiple Clinic Locations.** You may relocate the Software to another site but only with our prior written consent, which we will not unreasonably withhold, if all the Software, and all copies of it located at the old site are removed and moved to the new site. Any relocation, installation, and other labour performed by us with reference to such relocation will be billed to you at our then-current rates. Fees and charges indicated in the quote include only the base license. If the system is to be used in multiple locations, additional license fees will be due. License fees are not transferable. Should any location(s), including the main office of your practice, be sold or otherwise transferred to a party other than the named customer in this Contract, or should the entity (partnership/company, etc.) represented by the customer be dissolved, transfer fees and/or additional license fees may be due.

**2. Fees; Payments.** Unless otherwise agreed in writing payment must be received in full at least three working days before Carestream Dental will dispatch any products included in the Customer's Order. In the event of the Customer cancelling their Customer Order after it has been dispatched and/or delivery of the Customer's order is postponed or cancelled at the request of the Customer, Carestream Dental reserves the right to charge the Customer for any reasonable administration costs incurred by Carestream Dental as a result of the late cancellation or delay.

**2.1. Support Fees.** You agree to pay the fees for Support Services annually in advance or by monthly direct debit ("Support Fees") according to the support schedule. Initial Support Fees are due the first day after installation ("Support Services Commencement Date"). If you purchase additional Support Services, the monthly aggregate Support Fees due will be revised accordingly. We may adjust the Support Fees effective after the first full year of Support Services by delivering to you written notice of such adjustment thirty (30) days prior to the proposed effective date of the new fees.

### 2.2. Value Added Tax

Except where otherwise stated, in any documentation sent to the Customer by Carestream Dental (including, but not limited to, the Customer's Order) which contains an estimate or quotation, all amounts stated are exclusive of VAT which is payable by the Customer on a

VAT invoice.

**2.3 Shipping.** We will deliver Products to the address specified to us prior to each delivery. We will select the timing and method of transportation and prepay the transportation charges including transit insurance. We will invoice you for any special shipping or postal charges at our reasonable discretion. You will bear the risk of loss of, and damage to, the Products after delivery except that we will bear the risk of loss for damages incurred during shipping that you report to us within 5 days of delivery if you inspect the Products promptly upon arrival and promptly report all visible damage to the shipper.

**2.4 Installation and Acceptance.** Carestream Dental shall commence installation of the Products at the place of use at a date agreed with the Customer. The Customer shall be deemed to accept the Products upon the date that Carestream Dental has completed the Product installation and implementation services ("Acceptance Date").

**2.5 Returns.** You do not have a right to return a Product after inspection, after trial, or otherwise. We may, at our sole discretion, authorise a return of a Product or any components of a Product. You are responsible for return shipping expenses. If a return is authorised, you must first obtain a Return Merchandise Authorization (RMA) number and return instructions from us. The RMA number must be included on the packing slip for returned material. Returns must be delivered to us within 10 days after the RMA is issued. All returned Products must be in good working order and include all original packing materials and accessories. Carestream Dental reserves the right to deduct a restocking fee based on age, condition of returned goods and/or packaging.

### 2.6 Title

Title to the Hardware shall not pass to you until the purchase price and VAT thereon have been paid in full to Carestream Dental. You shall not remove the Hardware from the place of use until the payment day. Until the payment date you shall not be entitled to sell, transfer, lease, charge, assign by way of security or otherwise deal with or encumber the Hardware and/or sale documentation. Any proceeds or rights obtained by you in breach of this clause shall be held by you as trustee on behalf of Carestream Dental.

### 3. Third Party Lease Financing.

You may enter into a financing agreement with a leasing company for financing the amounts due under this Contract, provided that we have approved the form of any leasing or financing agreement before we become obligated to deliver Products or services pursuant to this Contract. Regardless of any financing relationship you have with a leasing company, we shall be entitled to treat you as the owner and licensee of the Products purchased and licensed under this Contract, and you and we shall remain directly and primarily liable to each other under this Contract notwithstanding any financing by a leasing company.

### 4. Term and Termination.

**4.1 Term.** Hardware sales are effective on the Installation Date. Software licenses commence on the Effective Date and unless terminated as provided below will continue in effect in perpetuity. Unless agreed otherwise by the Parties, Support Services are effective for an initial term of twelve months unless stated otherwise in the customer order from the Support Services Commencement Date, and automatically renew on a month to month basis. You or we may terminate Support Services after the initial term by providing 90 days prior written notice to the other party.

**4.2 Termination for Cause.** If either party fails to perform any material obligation under this Contract, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected within 90 days after the date of such notice, the non-defaulting party may terminate this Contract upon written notice to the defaulting party. The right of the non-defaulting party to terminate this Contract is in addition to all other rights that are available to it.

**4.3 Effect of Termination.** Upon termination or expiration, you will pay us all amounts you owe to us under this Contract up to the date of termination or expiration.

### 5. Nondisclosure and Confidentiality.

**5.1 Disclosure.** Each party may disclose to the other party Proprietary

## Carestream Dental Ltd - Purchase Agreement

Information of the party or of the party's associated companies, suppliers, or customers. "Proprietary Information" means trade secrets as defined under applicable law, the Software, and other information that is of value to its owner and treated by its owner as confidential. Proprietary Information does not include (a) information already known to recipient without an obligation to keep such information confidential; (b) information received by recipient in good faith from a third party lawfully in possession of the information and having no obligation to keep such information confidential; or (c) information publicly known at the time of recipient's receipt from the disclosing party.

**5.2 Requirement of Confidentiality.** The recipient of any Proprietary Information shall (a) not disclose such information except to its employees, contractors, and subsidiaries who have a need to know and who are bound by confidentiality obligations substantially similar to those herein, and (b) use such information only in connection with the purposes of this Contract. The obligations in this Section 5 will continue for the longer of any term of any Software license or of any Support Services agreement, and for a period of three years thereafter.

**6. Infringement Indemnity.** We will at our expense defend any action brought against you to the extent that it is based on a claim that a Product when used as authorized by this Contract infringes any patents, copyrights, or trade secrets; provided that we are immediately notified in writing of any such claim; and provided that we will have the exclusive right to control the defence thereof. If, as a result of such action you are enjoined from using the Product, we may at our sole option and expense either procure for you the right to continue to use the Product or replace or modify the Product so as to avoid or settle such claim, litigation or litigation threat. If such settlement or modification is not reasonably practical in our sole opinion, we may at our option (i) discontinue and terminate the license in the case of Software, or (ii) accept return of the Hardware, upon written notice to you, and in either such case we will refund to you the book value of the products so returned. This Section 6 describes our entire liability with respect to infringement of any copyrights, patents or trade secrets by the Products.

### 7. Data Protection

Carestream Dental shall comply with the GDPR/Data Protection regulations 2018 when taking appropriate technical and organisational measures against unauthorised and unlawful processing, accidental loss of and damage to personal data. Carestream Dental will only act on the instructions of the holder of the Software Licence in relation to the processing of personal data which will not be kept by Carestream Dental for any longer period than is reasonable and necessary. You consent under the data protection laws to the processing of your personal data and its transfer by Carestream Dental to non-European Union countries.

### 8. Warranty, Remedies, and Limitations.

**8.1. Warranty.** For the warranty period applicable to each Product as indicated on Exhibit A ("Initial Warranty"), and thereafter for as long as you have purchased Support Services for the Software or Hardware, (collectively the "Service Period"), we warrant the Software media and Hardware to be free from defects in material or workmanship under normal use and service, and warrant the Software to perform substantially in accordance with its documentation, provided that Software is warranted ONLY when installed by a qualified person on a computer system that meets the specified hardware and software configuration described in the Software documentation. We also warrant all Support Services will be performed in a professional and competent manner. You are solely responsible for using the Products and for the accuracy and adequacy of data entry. You have full responsibility for the care and well being of your patients and any reliance by you upon the Products does not diminish that responsibility. THE WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, WHICH ARE HEREBY EXCLUDED. These warranties are made only to the original purchaser / licensee of the Products and are not transferable.

**8.2 Remedies.** In the event of a breach of the foregoing warranties where the Product is covered by a warranty or service plan described in Exhibit A, we will correct the breach in accordance with the applicable plan if you notify us of the breach during the Service Period. In the

event of a breach of all other warranties, if you notify us of the breach during the Service Period we will repair or replace the Product, or re-perform the Support Service, where cure of the breach is possible through repair, replacement or re-performance. Where repair, replacement, or re-performance is not possible, we shall be liable only for direct damages, subject to the maximum liability provided herein. This section provides your exclusive remedy for any cause against us, regardless of the form of action, whether based in contract, tort (including negligence), strict liability or any other theory of law. The parties to this Contract have each agreed to the fees and entered into this Contract in reliance upon the remedies, warranties, limitations and disclaimers set forth in this Contract, and the same form an essential basis of the bargain between the parties.

### 9. Limitation of Liability.

**9.1. Limitation of Remedy.** In no event will we, our affiliates, or any of our or their officers, directors, employees, stockholders, agents or representatives be liable to you, or any other person or entity for any special, indirect, incidental, exemplary or consequential damages even if we have been notified of the possibility or likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise.

**9.2 Maximum Liability.** Except for our liability for Infringement Indemnity, and our liability for personal injury or physical property damage, in no event will our liability for damages to you, or to any other entity regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise, ever exceed the amount received by us under this Contract.

**10 WEEE Directive 2002/96/EC.** In compliance with Article 9.2 of the WEEE Directive 2002/96/EC, the parties agree that the Customer will be responsible for the financing of the costs for the collection, treatment, recovery and disposal of the supplied electrical and electronic equipment when it becomes waste. Any charges in this Agreement do not include costs for collection, treatment, recovery and disposal of old and new electric devices".

### 11. Miscellaneous.

**11.1. Relationship of Parties.** This Contract will not be construed to create any employment, partnership, joint venture or agency relationship or to authorise any party to enter into any commitment or contract binding on the other party.

**11.2. Assignment.** This Contract and all rights and obligations under it may not be assigned in whole or in part by you, including to a leasing company, without our prior written consent. We may assign this Contract in connection with a reorganization, merger, consolidation, acquisition, divestiture or restructuring involving all or substantially all of our voting securities or assets. This Contract will be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors and assigns.

**11.3. No Waiver.** No delay or failure in exercising any right under this Contract and no partial or single exercise of such right will be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Contract will constitute consent to any prior or subsequent breach.

**11.4. Force Majeure.** Neither Carestream Dental nor you shall be liable for any breach of its obligations (other than a failure to pay monies due) under the Agreement resulting from causes beyond its reasonable control including, but not limited to, acts of God, fires, inclement weather, flood, lightning, strikes or lock outs (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, requirements of any civil or military authority, acts or omissions of government or other competent authority (an "Event of Force Majeure.")

**11.5. Governing Law.** The Agreement and these Terms and Conditions of Business shall be governed by and construed in accordance with English Law and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

**11.6. Amendments.** All modifications or amendments to this Contract will be ineffective unless made in writing and signed or otherwise accepted by authorized representatives of the parties.

**11.7. Entire Agreement.** This Contract constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral.

# Carestream Dental Ltd - Purchase Agreement

## Exhibit A

### Warranty, Extended Maintenance, and Service Terms

#### A. Initial Warranty Periods

Product	Warranty Period
Carestream Software	30 days after the Effective Date
RVG Intraoral Sensor	12 months after delivery
Intraoral Cameras	12 months after delivery
X-ray Generators	12 months after installation
Extraoral Imaging Products:	
8100 Product Line	12 months after installation
9000 Product Line	12 months after installation
3000 Product Line	12 months after installation
All Other Hardware	12 months after Effective Date direct with the manufacturer unless a Service Contract exists with Carestream Dental

#### B. Support Services

**1. Availability.** We will provide you with the applicable Support Services described within your support schedule, (i) if you have purchased them, or (ii) if they relate to our warranty obligations during the Initial Warranty period and thereafter for as long as you have purchased Support Services for the Software or Hardware (collectively the "Service Period"), provided that you are current with any payments you owe to us.

**2. Point of contact.** You will appoint one of your adequately trained employees ("Point of Contact") to qualify all support requests and serve as the primary point of contact with us. This employee will be responsible for contacting us for Support Services. You will appoint a second similarly qualified employee as a backup.

**3. Site access.** You will grant us reasonable access to your premises during your normal working hours to perform our obligations under this Contract.

**4. Remote access.** You will provide us with remote access to the supported Hardware and/or Software for purposes of performing Support Services. You will provide and maintain at your expense the necessary network and equipment to permit such access (e.g. broadband or telephone line and modem). **It is your responsibility to keep proper backups of your data and program files, and you will be solely responsible for such backups.** If permission of any other party (e.g. your landlord or network service provider) is needed for us to use remote access, you are responsible for obtaining such permission.

**5. Service Plans; Term and Termination.** Support Services are available for Systems under an extended maintenance agreement (a "Plan"). A Plan may not be terminated without cause during the initial 12 months of the Plan or otherwise during the period stated in the customer order, and if you elect to terminate your Plan without cause during the above-mentioned period, you will be billed for the balance of the Plan fees for the initial period. After the initial period of the Plan, you may terminate your participation in a Plan by providing us with 90 days notice of termination. If your participation in the Plan is terminated for any reason, you may reinstate your participation in the Plan if you pay the cost of any repair to the system.

#### C. Support Services - Software

**1. Telephone Support.** We will provide telephone support to your Point of Contact to enable reporting of software errors (i.e. a material failure of the Software to conform to its documentation) and to seek assistance with regards to those software errors. Telephone support does not include telephone training of your personnel. Telephone support will be available during normal business hours and at other times as published by us from time to time.

**2. Software Error Correction.** We will use reasonable efforts to correct software errors reported to us during the Service Period. Within a reasonable period of time after verifying that a software error is present, we will initiate work in a diligent manner toward development of a software error correction.

**3. Updates.** We will make available to you at no charge all Updates (i.e. a modification or enhancement to the supported software that is generally provided by us under a support plan to our customers at no charge). Other enhancements to the Software that are separately

marketed by us may be subject to additional charges. Updates may require additional hardware and/or software to be purchased or licensed at your expense. If we notify you that the Update is mandatory for the continued provision of Support Services, you agree to install such updates in a timely manner. We make no warranties or representations regarding the frequency of Updates or the extent to which updates are made available at all. If we have provided software customization services, the customized software will not be updated, and we do not warrant compatibility of any software customizations with any Updates.

**4. Online Address Look-up Service.** Access to the online address lookup service is provided whilst you have an active service plan for your Carestream Practice Management Software. Carestream Dental reserves the right to remove this service at any stage.

**5. Limitations & Exclusions.** We will not be responsible for providing Support Services relating to the following: (a) software errors that result from your improper handling or use of the software, including installation on a system that does not meet the system requirements we provide to you in our documentation; (b) software errors for which we have provided corrections not implemented by you within a reasonable time; (c) software errors caused by changes, alterations or revisions made by you or on your behalf; (d) problems caused by your data, network, database, operational or other environmental factors not within our direct control; (e) problems caused by your inadequate data backup procedures, third party databases, or software customizations; (f) problems caused by unqualified Points of Contact; and (g) computer viruses. If we assist you, at your request, with the correction of any problem not covered by these Support Services, then you agree to reimburse us for all reasonable expenses incurred and time spent in diagnosing problems not caused by us, repairing any of your alterations or revisions to the Software and correcting software errors or other defects resulting from the occurrence of one or more of the events described in the items (a) – (g) above. Such services will be invoiced to you at our then-current time and material rates.

**6. Support for third party software.** We will not provide, and Support Services do not include, support for any third-party software unless it is listed on this Contract. Such additional Support Services will be offered only to the extent necessary to operate the Software.

#### D. Support Services - Hardware

**1. RVG Sensor Products.** If a defect in materials or workmanship occurs in an RVG Sensor under normal use and service during the Initial Warranty Period, we will replace that RVG Sensor (1) at no cost during the twelve months immediately after the delivery date (the "100% Warranty Period") If the RVG Sensor is covered by the RVG Sensor Extended Maintenance Agreement, and if a defect in materials or workmanship occurs in an RVG Sensor under normal use and service, we will provide a like for like replacement RVG Sensor.

**2. Extraoral Digital Imaging Systems.** If a defect in materials or workmanship occurs in an Extraoral Digital Imaging System under normal use and service during the Service Period, we will, either directly or through independent technicians certified by us, and at no cost to you, (i) initiate repairs and (ii) replace any malfunctioning parts.

**3. CR Imaging System.** If any defect in materials or workmanship arises in a CR Imaging System under normal use and operation during the Service Period, we will at our discretion, either directly or through independent technicians certified by us, and at no cost to you, (i) initiate repairs and/or (ii) replace any malfunctioning parts. If the accidental damage option has been purchased, then you may make a maximum of one claim for each product during the life cycle of that product.

**4. Computer Hardware.** If you experience a problem with Computer Hardware supplied by Carestream Dental, you should contact the Carestream Dental Help Desk who will take details of the nature of the problem. If the Hardware is subject to a current Support Contract with Carestream Dental, Carestream Dental will use its best endeavours to diagnose and remedy the problem by giving the Customer instructions over the telephone. If a solution cannot be achieved over the telephone, Carestream Dental will arrange for the Hardware to be repaired in

## Carestream Dental Ltd - Purchase Agreement

accordance with the Customer's Service Contract. If an item is not subject to or covered by a Service Contract or warranty or the fault falls outside the scope of such a Support Contract or Warranty, Carestream Dental may, at its sole discretion, be able to assist with the problem but the service rendered will be subject to a charge at Carestream Dentals' normal hourly rates. For hardware that is within 12 months old and not under a service contract with Carestream Dental, the customer is entitled to contact the manufacturer for service.

**5. Limitations and Conditions on Hardware Support Services.** We are not responsible under a warranty or a Plan to provide Hardware Support Services to repair conditions to the extent caused by (i) misuse, abuse, neglect, acts of God or nature, (ii) installation, modification, alteration, or repair other than by us or a technician certified by us, or (iii) other circumstances affecting the Product beyond our reasonable control. We may use either new or factory refurbished parts, in our sole discretion. Time expended by us for providing Support Services shall not interrupt or prolong the term of the Service Period. We will pay all shipping costs associated with the provision of Support Services or any replacement parts.

An item under warranty or a Plan can be deemed as being beyond economic repair for the following reasons (i) The cost of parts required to affect a repair exceed that of replacing the item in its entirety (ii) The spares required are no longer available and no equivalent spares can be sourced. (iii) The item has exceeded the manufacturers stated lifetime/duty cycle. Once an item has been identified as beyond economical repair you will be notified of the cost to replace the faulty item.

### **E. Support Services - Online**

**1. Online Backup and Internet Access.** It is your responsibility to monitor your online backup service and to check that the correct information is being backed up.

You agree:

a. not to send any data to the Server which is unencrypted by the Software or which, under the law of the country of the Licensor or Licensee or under international conventions, codes or regulations applicable to the Internet:

- i. is in breach of those laws, codes or regulations including but not limited to infringement of copyright and other intellectual property rights ("IPR's"), defamation, theft, fraud, drug-trafficking, money laundering and terrorism, breach of data protection protocols and laws;
- ii. may incite violence, sadism, cruelty or racial hatred;
- iii. may facilitate prostitution or paedophilia;
- iv. is pornographic, obscene, indecent, abusive, offensive or menacing.

b. not to create and/or introduce into the Services any virus or other destructive or contaminating program or advise any other party how to do so.

If you experience a problem with your online services, you should contact the Carestream Dental Support Team who will take details of the problem and assist where necessary.

**2. Managed Service.** We will provide a managed hosting platform that will provide access to Carestream Dental software over a secure internet connection. The software, excluding locally stored images, will be backed up by Carestream Dental on a nightly basis and retained for a period of 30 days. We will give you reasonable notice if it is necessary to interrupt the service for any reason or where the service may also be interrupted for reasons beyond our control. We will not plan any interruptions to the services during peak working hours, Mon – Sat 8am to 8pm. You are responsible for ensuring your internet connection is suitable for the hosting service, any interruptions will result in loss of service. You agree that Carestream Dental will not be liable for any loss damage liability claim expense or cost whatsoever whether foreseeable or not, arising as a result of interruption to or suspension of the service.

### **F. Implementation, Training and Conversion Services and Obligations.**

**a. Implementation Services.** You are responsible for the installation of the Hardware and the Software at your site, unless otherwise indicated to you by us. Depending on the Product you have purchased, we may send you information explaining your upcoming implementation and we may assign a project coordinator who will serve as a single point of contact during the implementation process.

**b. Site layout, electrical, network cabling.** If you ask us to deliver and install Hardware, you are responsible for providing us with information on site layout, electrical power, multi-office connectivity needs and network cabling specifications prior to Hardware delivery. You are responsible for ensuring that communication lines and equipment are installed and operational prior to hardware delivery.

**c. Other software and hardware.** You understand that integration of other software and hardware with the Products may not be feasible and we make no guarantee that such integration can be achieved other than as expressly provided in the Product documentation. You are responsible for any costs incurred by you as a result of our or your inability to integrate other software and hardware with the Products. If you retain us to attempt integration, you agree to pay us for all services rendered in attempting to integrate other software and hardware regardless of the ultimate outcome of that effort.

**d. Training.** We will provide the training set forth in this Contract. Training may be available at your office or via the internet. Any additional training beyond that listed in your Contract will be quoted at our then-current rates and billed separately.

**e. Installation, configuration, and/or conversion fees.** You will pay us the amounts charged for installation, configuration or conversion as designated in the Contract. Installation, configuration and conversion services not listed on your Contract will be invoiced to you at our then-current time and materials rates. As listed in your Contract, the installation charges may include staging fees for preparation and testing of your system prior to shipment and on-site hardware installation services. The files subject to the conversion services, if any, are detailed in the Contract and may include client files, payer files, procedure codes and other similar data sets. Conversion services do not include network cabling, which should be completed in advance by you.

**F. CS UpStream Communication Service.** You hereby acknowledge, consent and agree to the installation, presence, and activation of the CS UpStream Communication Service on imaging software and equipment provided to you by Carestream Dental. You further acknowledge, consent and agree to the collection of Technical Data and its communication to Carestream Dental and its affiliates via operation of the CS UpStream Communication Service for use by Carestream Dental and its affiliates for the possible purposes of monitoring the performance of the imaging software and equipment, improving the imaging software and equipment, predicting maintenance required on the imaging equipment, troubleshooting errors or problems incurred by the imaging software or equipment, identifying new imaging software and equipment products that may be helpful to you, and for other similar purposes. Technical Data shall be retained by Carestream Dental or its affiliates no longer than necessary for such purposes. At your discretion, you may retrieve the Technical Data collected from your imaging software and equipment, request termination of the collection of the Technical Data from your imaging software and equipment, and request deletion of Technical Data previously collected from your imaging software and equipment. Carestream Dental shall not be liable for any cybersecurity breach of the site where the Carestream Dental imaging software and equipment and the CS UpStream Communication Service are installed. As used herein, the term "Technical Data" shall mean and refer to data pertaining to the operation and performance of the Carestream Dental imaging software and equipment (and their sub-components) and shall include, without limitation, data related to operational activity, operational status, and errors or problems incurred. Technical Data shall not include patient personal information or patient health related information.