Carestream Dental Equipment Sales Terms and Conditions

1. **Transaction.** These Equipment specific terms and conditions constitute an agreement by which Carestream Dental shall sell, lease or otherwise transfer operations and/or ownership of one or more hardware pieces of equipment ("**Equipment**") to Customer. Equipment might require installation by CSD certified technicians, as determined by CSD ("**Installed Equipment**"), or might not require installation, e.g., intraoral cameras and other smaller sensors ("**Small Equipment**"). Some Equipment may be sold with software ("**Equipment Software**"), which Carestream Dental shall license to Customer as detailed herein.

2. **Equipment.** Equipment will be transferred to the Customer by CSD as shown in the Order, whether by sale, lease, or other arrangement. If required, Equipment should only be used with most current Equipment Software. Any other use voids all warranties herein.

3. **Fees and Payments.** Unless otherwise provided in the Order, full payment for Small Equipment is required prior to shipping. For Installed Equipment, 50% of both the first year's license fee and the purchase price of all Installed Equipment are due and payable as a "**Deposit**" upon execution of your Order. The balance is due and payable prior to shipment. If CSD attempts to schedule or deliver Equipment or other products to Customer and Customer fails to agree to a delivery date or to accept such delivery within the 12-month period following the Effective Date, CSD shall be entitled to retain, in CSD's sole discretion, Customer's Deposit as liquidated damages and not as a penalty. Customer acknowledges that damages for failure to schedule or accept delivery within a reasonable time are difficult to ascertain and the amount of the Deposit is a reasonable estimate of the damages that would probably be caused by such failure.

4. **Shipping.** We will deliver Equipment and other products to the address you specify to us in writing 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 the transportation charges. Shipping and handling charges are subject to change. You will bear the risk of loss of, and damage to, the Equipment and other products, after delivery except that we will bear the risk of loss for damages incurred during shipping that you report to us within five business days of delivery. You will inspect the Equipment and other products promptly upon arrival and report all visible damage to the shipper within five business days of arrival. Incremental carrier surcharges where applicable will be included in the standard shipping and handling fees quoted and subsequently invoiced.

5. **License.** If Equipment Software is delivered to Customer, CSD hereby grants Customer and Customer hereby accepts, a non-exclusive, non-sublicensable, non-assignable (except as described in Section 5(a) below) license under all property, intellectual property, and other rights of CSD to use only in connection with Customer's dental practice, the number of copies of the Equipment Software indicated in the Order or that CSD delivers to Customer at the site indicated on the Order, and to make one copy of the Equipment Software solely for backup and archival purposes (collectively, with all provisions of this Section 5, the "**License**").

   A. In the event that you sell the Equipment and License for the Equipment Software to a third party, effective upon notification to CSD and that third party's agreement to the provisions of this Agreement, as evidenced by CSD's receipt of your written certification that you have irrevocably destroyed all copies of the Equipment Software on your retained computer system(s) and by the execution of a License Transfer Agreement and payment of License Transfer Fee by the third party, the License will then need to be purchased by the new owner.

   B. You shall not:
   i. use or copy the Equipment Software except as expressly permitted in this Agreement;
   ii. translate, reverse engineer, decompile or disassemble, or assist any third party in translating, reverse engineering, decompiling, or disassembling, the Equipment Software;
   iii. remove, obfuscate, alter, or destroy, or assist any third party in removing, obfuscating, altering, or destroying, any notice or legend of the Equipment Software pertaining to the ownership of the Equipment Software or intellectual property rights therein;
   iv. rent, lease, or assign the Equipment Software or License except as described in or permitted by this Agreement;
   v. modify, or assist or allow a third party to modify, the Equipment Software;
   vi. use the Equipment Software to operate a service bureau that provides services to non-patient, third parties; or
   vii. retain any copies of the Equipment Software after you sell the Equipment and License for the Equipment Software to a third party.

   C. The above restrictions shall survive termination of this Agreement for any reason. You obtain no rights other than the License granted in this Agreement and we reserve all rights not expressly granted herein. As between CSD and Customer, CSD retains title to and exclusive ownership of the Equipment Software and any copy, modification, adaptation, improvement, or derivative work related to it. If you make any modification, adaptation, improvement, or derivative work to/of the Equipment or Equipment Software, as the case may be, you hereby assign all rights to CSD for that modification, adaptation, improvement, or derivative work and you shall assist CSD in any efforts necessary to perfect and document such modification, adaptation, improvement, assignment, or derivative work. If the Equipment Software is used in a country of the European Union, nothing in this Agreement shall be construed as restricting any rights available under the European Union Software Directive (91/250/EEC).

   D. Customer is responsible for installing all Updates, whether or not payment is required for such Updates or expenses are necessary to adapt Customer's systems to such Updates; failure to do so waives any liability or warranty of CSD.

6. **Third Party Software.** Certain software delivered by CSD to you may comprise third party software (e.g. Microsoft Windows). Third party software is delivered to you "as is", and no representations and warranties are made by CSD with respect thereto. Your right to use third party software, all warranties regarding third party software, and all other terms and conditions relating to third party software will be governed by the separate agreements included with such third party software.

7. **Relocation or Multiple Locations.** Customer may relocate the Equipment and/or Equipment Software to another site but only with our prior written consent; provided that all of the Equipment Software, and all copies of it located at the old site are irrevocably destroyed and moved to the new site. Any relocation, installation, and other labor performed by CSD with reference to such relocation of the Equipment Software will be billed to Customer at our then-current rates. Fees and charges indicated in the quote/order include only the base license. If the Equipment Software is to be accessed or used in multiple locations, additional license fees may 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 Agreement, or should the entity (i.e., partnership, corporation, etc.) represented by the Customer be dissolved, transfer fees and/or additional license fees may be due. With the exception of Equipment Software, all Equipment relocation must be completed by CSD certified technicians. During the Equipment Software and/or Equipment relocation period the Warranty period shall not apply. Upon recertification by CSD approved technicians, Warranty protections will be in reinstated.

8. **Leasing.** In the event of a lease by CSD to Customer, the following provisions shall apply:

   A. **Title.** CSD shall at all times retain title to the Product, and Customer shall not represent otherwise to any person or entity. Copies of all documents of title and evidence of delivery shall be delivered to CSD. Customer shall not change or remove, or engage a third party to change or remove, any notice, legend, insignia or lettering that is on the Product or that is thereafter placed thereon indicating CSD's ownership thereof; and at any time during the lease term, upon request of CSD, Customer shall affix to the Product, in a prominent place, labels, plates or other markings supplied by CSD stating the owner of the Product. CSD is hereby authorized by Customer to file or record and refile and rerecord Uniform Commercial Code Financing Statements setting forth CSD's interest in the Product. Customer shall indemnify CSD and defend CSD's title against all persons claiming against (through actions other than actions of CSD) or through Customer, at all times keeping the Product free from any legal process or encumbrance whatsoever resulting from, by, or under any acts of Customer including, but not limited to, liens, attachments, levies and executions, and shall give CSD immediate written notice thereof and shall indemnify CSD from any loss caused thereby. Customer shall execute and deliver to CSD, upon CSD's request, such further instruments and assurances as CSD deems reasonably necessary or reasonably advisable for the confirmation or perfection of CSD's rights hereunder. Customer grants CSD the right to inspect the Product at any time and hereby grants access to the locations at which the Product is stored or operated.

   B. **Risk of Loss.** Except to the extent arising out of a breach of this Agreement by CSD, Customer shall bear the entire risk of the leased Product being lost, destroyed or otherwise unfit or unavailable for use from any cause whatsoever (an "Event of Loss") after it has been delivered by CSD to a common carrier for shipment to Customer. If an Event of Loss shall occur with respect to the Product, Customer shall promptly notify CSD of that fact in writing. Except to the extent caused by a breach of this Agreement by CSD, within 30 days Customer shall pay to CSD an amount equal to any lease fee payment due and payable with respect to the Product on or prior to such date, plus a sum equal to the replacement value of the Product as of the date of such payment (which, for purposes of this Agreement, shall be determined in good faith solely by CSD in direct relation to the value of the portion of the Product deemed to have been lost).

9. **Term and Termination.**

   A. **Term.** Equipment sales are effective on the Effective Date. Licenses to Equipment Software commence on the Effective Date. Lease terms are effective on Effective Date.

   B. **Termination for Cause.** If either party fails to perform any material obligation under this Agreement, then the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected within 30 days after the date of such notice, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. The right of the non-defaulting party to terminate this Agreement is in addition to all other rights that are available to it.

   C. **Effect of Termination.** Upon termination or expiration, you will pay us all amounts you owe to us under this Agreement through the date of termination or expiration. You will retain any Equipment, laptops, other equipment or software licenses for which we have been fully paid; you will return any Equipment, laptops or other equipment, and irrevocably delete and cease using any software with certification to that effect to us, that has been leased, rented or not fully paid for, within five (5) days of termination.

10. **Warranty, Remedies, and Limitations.**

   A. **Warranty.** For the warranty period applicable to each Equipment and Equipment Software as indicated below (the "Initial Warranty Period"), which may be extended by the purchase of extended warranties or additional Support Services, (collectively the "Service Period"), we warrant the Equipment Software media and Equipment to be free from defects in material or workmanship under normal use and service, and warrant the Equipment Software to perform substantially in accordance with its documentation, provided i) that you adhere to the provisions of this Agreement, and ii) that Equipment 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 (all of the foregoing is our "Warranty Support"). You are solely responsible for the use of the Equipment and Equipment Software, 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 Equipment, laptops and software does not diminish that responsibility. THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES OFFERED AND 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 IF SUCH EXCLUSION IS PERMITTED UNDER APPLICABLE LAW OR REGULATION. Except as set forth herein, these warranties are made only to the original purchaser/licensee of the Equipment, laptops and software and are not transferable without the consent of CSD. Warranties are effective upon delivery or implementation/installation, whichever is later, but in no event later than six months after initial delivery.

Product	Initial Warranty Period
All Digital Equipment related software	90 days after the Effective Date
RVG Intraoral Sensors	36 months after delivery
Intraoral Cameras	12 months after delivery
CR Intraoral Systems	24 months after installation
CS 8100 Family	12 months after installation
CS 8200 3D Family	24 months after installation
CS 9600 Family	24 months after installation
Cephalometric Upgrade	12 months after installation
CS 2200 Intraoral Generators	24 months after installation
CS 2500P Intraoral Generators	12 months after delivery
All Other Hardware, including refurbished equipment	12 months after Effective Date

   B. **Remedies.** In the event of a breach of the foregoing warranties during the Service Period as defined above, 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 and if you notify us of the breach during the Service Period, then we will repair or replace the Equipment or software where cure of the breach is

possible through repair, replacement or re-performance. If repair, replacement, or re-performance is not possible or you are outside of your Service Period, then subject to other sections of this Agreement, we shall be liable only for direct damages, further 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 Agreement have each agreed to the fees and entered into this Agreement in reliance upon the remedies, warranties, limitations and disclaimers set forth in this Agreement, and the same form an essential basis of the bargain between the parties.

C. Warranty Support Requirements.

i. **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 Warranty Support. You will appoint a second similarly qualified employee as a backup.

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

iii. **Remote Access.** You will provide us with remote access to the supported Equipment and/or Equipment 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). 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.

D. Warranty Support for Equipment Software.

I. Support. We will provide support to your Point of Contact to enable reporting of software errors (i.e., a material failure of the Equipment Software to conform to its documentation) and to seek assistance regarding those software errors during the Service Period. Remote support does not include training of your personnel. Support will be available during normal business hours via various methods and at other times as published by us from time to time. For remote support of Equipment or Equipment Software outside of Service Period, you will be charged the then current rates for remote support.

II. Software Error Correction. We may 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, if feasible, we will initiate work in a diligent manner toward development of a software error correction.

III. Updates. During the Service Period, we may make available to you - at no charge - all modifications or enhancements to the Equipment Software (such modifications and enhancements are "Updates"). If you are outside the Service Period, such Updates may require a fee. Other enhancements to the Equipment Software that are separately marketed by us may be subject to additional charges. Updates may require the purchase or licensing of additional hardware and/or software at your expense. If we notify you that Updates are mandatory, you agree to install such Updates, along with any required hardware or software, in a timely manner and remain fully responsible for any failure to do so. 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, then the customized software may not be updated, and we do not warrant the compatibility of any software customizations with any Updates.

IV. Limitations & Exclusions. We will not be responsible for providing software Warranty Support relating to the following:

i. Software (or third-party software) errors that result from your improper handling or use of the Equipment Software, including installation on a system that does not meet the system requirements we provide to you in our documentation;
ii. Software (or third-party software) errors for which we have provided corrections, or a workaround not implemented by you within a reasonable time;
iii. Software (or third-party software) errors caused by changes, alterations or revisions made by you or on your behalf without our approval or oversight;
iv. Problems caused by your data, network, database, operational or other environmental factors not within our control and;
v. Problems caused by your data backup procedures, third party databases, or customizations to the Equipment Software (or third-party software).

V. Assistance. If we assist you, at your request, with the correction of any problem not covered by these Warranty Support, 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 Equipment Software and correcting Equipment Software errors or other defects resulting from the occurrence of one or more of the events described in items (1) through (5) above. Such services will be invoiced to you at our then-current time and materials rates.

VI. Support for Third-Party Software. We will not provide, and Warranty Support does not include, support for any third-party hardware or software unless it is listed on this Agreement. Such additional Warranty Support will be offered only to the extent necessary to operate the Equipment Software at our sole discretion.

E. Warranty Support for Equipment.

I. Limitations and Conditions on Equipment Support Services.

i. **General.** We are not responsible to repair conditions to the extent caused by: (i) misuse, abuse, neglect (including dropping, as indicated by CSD equipment logs), or Force Majeure; (ii) installation, modification, alteration, or repair other than by us or a technician certified by us; or (iii) other circumstances affecting the Equipment beyond our reasonable control. In our sole discretion, we may use a combination of identical or equivalent product(s) or part(s), which may be new, repaired or factory refurbished. Time expended by

us for providing Warranty Support shall not interrupt or prolong the term of the Service Period. Unless otherwise provided herein, we will pay all standard shipping costs associated with the provision of Warranty Support or any replacement parts.

ii. **Return of Defective Parts.** If we ship replacement parts or components, then we will provide a return shipping label required to return your defective Equipment or part thereof. You will have 14 days from delivery of the replacement to return the defective Equipment or part using the shipping label provided. If the defective Equipment or part is not returned as requested within 14 days, then you will be charged and agree to pay the full replacement cost of the replacement product shipped to you.

II. **RVG Sensor Products.** If a defect in materials or workmanship occurs in an RVG Sensor under normal use and service and is under Warranty Support, then we will replace that RVG Sensor (i) at no cost during the 12 months after the delivery date (the "100% Warranty Period"); and (ii) at CSD's current cost during the period beginning on the first day following the end of the 100% Warranty Period and ending on the third anniversary of the delivery date. If we replace an RVG Sensor as provided above, and there is a defect in materials or workmanship in that replacement sensor under normal use and service during the first 12 months after the replacement sensor is delivered, then we shall replace that replacement sensor at no cost.

Product	Initial Warranty Replacement Fee	
	Year 1	Year 2-3
RVG 5200	$0	$2,500 + S&H
RVG 6200	$0	$2,995 + S&H
CS 6200	$0	$2,995 + S&H

III. **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 Warranty Period, we will then, either directly or through independent technicians certified by us, and at no cost to you; (i) initiate repairs following our receipt of the service request whenever commercially reasonable and possible; and (ii) replace any malfunctioning parts.

IV. **Intraoral Camera Products.** If a defect in materials or workmanship occurs in an Intraoral Camera or any of its components (excluding batteries and the SD card, where applicable, which are not covered by this warranty) under normal use and service during the Warranty Period, we will repair or replace that Intraoral Camera or component at no cost.

V. **Intraoral Generator Products.** If a defect in materials or workmanship occurs in an Intraoral Generator or any of its components under normal use and service during the Warranty Period, we will repair or replace that Intraoral Generator or component at no cost.

F. Computers and Workstations.

I. If you purchase any of the following products, you may receive either a Lenovo or HP workstation included with your purchase:
i. CS 8200 3D Family
ii. CS 9600 Family

II. Terms and conditions related to Lenovo workstations:
i. Lenovo workstations are not covered by any Carestream Dental warranties described herein
ii. Lenovo workstations are covered by the Lenovo standard limited onsite warranty
iii. Status of Lenovo warranty here: https://pcsupport.lenovo.com/us/en/warrantylookup

III. Terms and conditions related to HP workstations:
i. HP workstations are not covered by any Carestream Dental warranties described herein
ii. HP workstations are covered by the HP standard limited onsite warranty
iii. Status of HP warranty here: https://support.hp.com/us-en/check-warranty

11. **CS UpStream Communication Service.** You hereby acknowledge, consent and agree to the installation, presence, and activation of the CS UpStream Communication Service on Products provided to you by Carestream Dental. You further acknowledge, consent and agree to the collection of Technical Data (as defined below) 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 Product, improving the Product, predicting maintenance required on the Product, troubleshooting errors or problems incurred by the Product, identifying new 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 Product, request termination of the collection of the Technical Data from your Product, and request deletion of Technical Data previously collected from your Product. Carestream Dental shall not be liable for any cybersecurity breach of the site where the Carestream Dental Product 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 Product (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.

12. **Master Terms and Conditions.** These Equipment specific terms and conditions incorporate by reference the terms and conditions of the Master Terms and Conditions (the "Master Terms") and your Order. All capitalized terms used and not otherwise defined in these Equipment specific terms and conditions shall have the meanings set forth in the Master Terms. In the event of a conflict between the Master Terms and these Equipment specific terms and conditions, these Equipment specific terms and conditions shall control. In the event of a conflict between an Order and these Equipment specific terms and conditions, the Order shall control.

Accepted: Customer Initials _____