

Equipment Terms and Conditions

These Equipment Terms and Conditions (these "Equipment Terms") shall apply to (i) the Customer's purchase of third-party equipment supplied by USD Lab ("Purchased Equipment"); and/or (ii) Customer's purchase of a subscription to the USD Lab Equipment Support Program ("ESP") for third-party equipment supplied by resellers other than USD Lab ("Covered Equipment" but only when subject to a current ESP subscription and together, with the Purchased Equipment, the "Equipment"). Acceptance of the Customer's purchase order for Purchased Equipment or for subscription to ESP (the "Order") is expressly made conditional upon Customer's assent to the terms and conditions set forth herein, which, together with the USD LAB GENERAL TERMS AND CONDITIONS, USD LAB'S RETURN AND REFUND POLICY, and the applicable Order (collectively, the "Agreement"), comprise all of the terms and conditions of the agreement between USD Lab ("USD Lab") and the customer named on the Order ("Customer") for the supply of Purchased Equipment and/or the subscription to ESP. No modifications or additional terms or conditions shall apply unless they are in writing and signed by both parties. Should any conflict arise between these Equipment Terms and USD Lab's General Terms and Conditions, USD LAB'S GENERAL TERMS AND CONDITIONS SHALL PREVAIL.

PURCHASED EQUIPMENT WARRANTIES. USD Lab will pass through to Customer, at the time of Purchased Equipment sale, any transferable product warranties, indemnities, and remedies provided to USD Lab by the applicable manufacturer of the Purchased Equipment ("Manufacturer"). TO THE EXTENT PERMITTED BY LAW, USD LAB PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED EQUIPMENT OR ANY SOFTWARE THEREIN OR REQUIRED TO BE USED THEREWITH, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE CUSTOMER SHALL LOOK SOLELY TO THE MANUFACTURER FOR ANY WARRANTY THEREON.

ESP SUBSCRIPTION. The Customer's subscription to ESP shall commence on the date (the "Effective Date") that Customer: (i) places its Order for the ESP; (ii) pays the applicable support fee ("Fee"); and (iii) identifies the Covered Equipment to USD Lab as necessary for USD Lab to be associated with the Covered Equipment on the applicable Manufacturer's customer information. The Services shall only apply to the specific Covered Equipment identified by serial number to which Customer's subscription is

assigned. When Customer enrolls in ESP and pays the Fee, Customer shall identify the Covered Equipment and USD Lab will facilitate the update of the Manufacturer's customer information to associate and reflect USD Lab as the dealer for such Covered Equipment. Commencing the Effective Date and for so long as Customer is current in the payment of the Fee, USD Lab shall provide ESP to the Covered Equipment during the applicable Term. The initial term, and each renewal period as applicable, (collectively, the "Term") shall be (i) if an annual period was selected by Customer, twelve (12) months from the Effective Date; or (ii) if a three-year pre-purchase period was selected by Customer, thirty-six (36) months from the Effective Date. ESP may be renewed by Customer by selecting the desired renewal period and paying the applicable Fee, and each such renewal period, in addition to the initial term, shall be included in the Term. ESP may be terminated by Customer at any time by written notice to USD Lab; provided that Customer shall not be entitled to and waives any right to any remaining unused Fee. The Fee shall be published by USD Lab from time to time and may be adjusted by USD Lab at any time, upon written notice to Customer. The Term shall only commence upon payment of the Fee in advance by Customer. Failure to pay the Fee for a subsequent renewal period shall terminate the Term and ESP Coverage for the applicable Covered Equipment.

SERVICES. With respect to Purchased Equipment and Covered Equipment (during the applicable Term of an ESP Subscription) USD Lab will (collectively, "Services"): (a) provide email and telephone support during scheduled support hours each business day including guidance in the operation of the Equipment, Equipment error verification, and analysis ("Support"); (b) in the case of 3Shape Scanners and Roland Mills, act as liaison to the Manufacturer, organizing the documentation and managing logistics of Equipment problem/repair/replacement matter with Manufacturer ("Manufacturer Liaison"); (c) coordinate the on-site repair of the Equipment with Manufacturer authorized technicians ("Repair Coordination"); (d) remote access the Equipment for the purposes of checking software versions and remote software and firmware health checks ("Remote Access"); and (e) make available to Customer applicable educational webinars ("Webinars"). Upon subscription to ESP, the Customer is obligated to pay the Fee for the duration of the Term specified and is responsible for payment in full. FOR THE AVOIDANCE OF DOUBT, THE SERVICES DO NOT INCLUDE ANY REPAIR OF EQUIPMENT OR REPLACEMENT OF EQUIPMENT PARTS OR COMPONENTS.

SUPPORT. Support will be available by email and telephone during scheduled support hours each business day. If the Customer experiences a problem with Equipment or otherwise desires Support, the Customer should promptly contact USD Lab support to

report such problem or request such assistance. If efforts to correct problems by telephone or remotely are unsuccessful and on-site service is required, USD Lab will coordinate with the Manufacturer and with Manufacturer authorized technicians.

MANUFACTURER LIAISON. When Customer purchases 3Shape Scanners and Roland Mills from USD Lab or enrolls in ESP and identifies the 3Shape Scanners and Roland Mills, USD Lab will be added to Customer's record with the Manufacturer as the assigned dealer. Upon such designation, USD Lab will be able to access the Equipment serial number and service repair history and liaise and coordinate with the Manufacturer for any problem/repair/replacement issues regarding the Equipment. USD Lab will pass on to the Customer the Manufacturer's preventative maintenance requirements provided to USD Lab by the Manufacturer. FOR THE AVOIDANCE OF DOUBT, USD LAB WILL NOT BE MONITORING CUSTOMER'S COMPLIANCE WITH MANUFACTURER'S PREVENTATIVE MAINTENANCE REQUIREMENTS AND ANY CONSEQUENCES OF NON-COMPLIANCE SHALL BE AT THE CUSTOMER'S SOLE RISK.

REPAIR COORDINATION. Should Equipment issues require on-site service, as determined by Manufacturer based on the facts and circumstances then known to Manufacturer, USD Lab will coordinate with the Manufacturer and the Manufacturer authorized technician to facilitate the dispatch of such technician to Customer's location. For 3Shape Purchased Equipment repairs, USD Lab (or applicable Manufacturer), may provide a temporary replacement scanner ("Loaner"), at no additional charge, to Customer for use by Customer while the original scanner is being repaired. Loaner is subject to USD Lab's approval, 3Shape repair/replacement approval, availability, and will require Customer to enter into a new Loaner equipment agreement with USD Lab or Manufacturer, as applicable. FOR THE AVOIDANCE OF DOUBT, ON-SITE REPAIR IS PROVIDED BY THE MANUFACTURER OR MANUFACTURER AUTHORIZED TECHNICIAN, AS THE CASE MAY BE, AND USD LAB IS NOT INVOLVED IN OR RESPONSIBLE FOR ANY SUCH ON-SITE REPAIR SERVICES.

REMOTE ACCESS. USD Lab will remotely access Equipment to conduct software and hardware health checks and to assist Customer in diagnosing any failures or unusual or unexpected Equipment performance. Upon Customer's request, USD Lab will install software updates that the Manufacturer generally releases from time to time. Software upgrades may be remotely installed by USD Lab to the extent eligible for remote installation in accordance with the Manufacturer's instructions. The Customer's implementation of software updates may be required to meet Manufacturer warranty

requirements, but Customer's implementation of any such software update is in Customer's sole discretion. Equipment upgrades will typically consist of enhanced functionality or new features and may require on-site installation by Manufacturer or Manufacturer authorized technician. **UPDATES AND REVISIONS TO THIRD PARTY HARDWARE AND SOFTWARE ARE NOT PROVIDED BY USD LAB.**

PARTS. The Manufacturer's warranty and coverage under any Manufacturer parts equipment program will determine the handling of any Equipment issues that require replacement parts or replacement equipment. Should Equipment be covered by warranty replacement, then USD Lab will provide parts required to effect a repair covered under Manufacturer's warranty, except for consumables and subject to the exclusions contained in such warranty. Such parts will be provided in accordance with the applicable Manufacturer warranty terms and conditions which may cover some or all of the parts cost as well as none, some, or all shipping costs. Warranty coverage may require defective parts to be returned to USD Lab. Should Equipment not be covered by warranty replacement, then USD Lab will provide parts required to effect a repair and will charge the Customer the retail cost of such parts and all shipping costs. The use of new or like-new parts will be at the discretion of Manufacturer and will be in accordance with applicable Manufacturer warranty terms. **USD LAB'S SOLE RESPONSIBILITY UNDER THESE EQUIPMENT TERMS FOR PART FAILURES IN PURCHASED EQUIPMENT AND COVERED EQUIPMENT SHALL BE TO SHIP THE PARTS FOUND TO BE DEFECTIVE SUBJECT TO ANY APPLICABLE MANUFACTURER WARRANTY AND SUBJECT TO CUSTOMER'S PAYMENT OF ANY APPLICABLE COSTS FOR SUCH PARTS AND SHIPPING COSTS AS DESCRIBED ABOVE.**

RETURNS. Please refer to USD Lab's RETURN AND REFUND POLICY for information regarding USD Lab's return and refund policies for Purchased Equipment and Purchased Equipment accessories. USD Lab does not handle or allow returns of Covered Equipment – Customer should coordinate any returns with the reseller which sold the Customer such Covered Equipment.

EXCLUSIONS. Services exclude (a) any Equipment repairs, parts required for such repair, and labor and shipping and other costs associated with such repairs; (b) Equipment failures caused by damage to the Equipment or any part thereof, accident, negligence, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power, air conditioning or humidity control, failure to maintain in accordance with Manufacturer's preventative maintenance requirements, force majeure or causes other

than ordinary use; (c) Equipment failures caused by improper installation, transit, or use of the Equipment; (d) Equipment failures caused by modification or attempted modification to the Equipment by persons other than Manufacturer or Manufacturer authorized technicians; or (d) failures of software or hardware outside of the Equipment, including, but not limited to, other hardware and software, Customer's network environment, and network infrastructure. Should software or hardware outside of the Equipment fail to function, unless USD Lab supplied such software or hardware, Customer is responsible to coordinate any diagnosis, repair, or replacement with the reseller supplying such software or hardware. Should such software or hardware outside of the Equipment have been supplied by USD Lab, then the Agreement shall apply. Service does not include consumable items. In the event that there is no current Manufacturer warranty coverage for Covered Equipment as of the Effective Date, as a condition to USD Lab's acceptance of Customer's subscription to ESP for such Covered Equipment, USD Lab may require a remote health check of the Covered Equipment to determine whether it is properly functioning in conformance with the specifications and may require that such Covered Equipment be repaired by Manufacturer or Manufacturer authorized technicians so that it does so properly function prior to enrollment in ESP.

RESPONSIBILITIES OF CUSTOMER. Customer agrees to: (a) cooperate with USD Lab and provide USD Lab's support personnel with remote access to the Equipment; (b) maintain the Equipment in a proper and adequate environment, as specified in the applicable documentation (including, without limitation, user manuals and product inserts); adequately supervise use of the Equipment and ensure that each person who operates or uses the Equipment has been trained in the features, functionality and use of the Equipment; (d) maintain regular and current backup copies of all programs and data; (e) document and promptly report all errors, malfunctions, or damage of the Equipment and carry out procedures to rectify errors or malfunctions within a reasonable time after such procedures have been received from Manufacturer directly or through USD Lab; and (f) maintain a procedure external to the Equipment to reconstruct lost or altered data programs. Customer shall not and shall not authorize or allow any third party to, alter, modify, repair or service any Equipment, nor move or relocate the Equipment, unless and then only to the extent expressly authorized by Manufacturer.

SERVICE WARRANTIES. USD Lab warrants that the Services will be performed in a workmanlike manner and in accordance with the applicable Manufacturer's published documentations for the Equipment. OTHER THAN AS EXPRESSLY SET FORTH IN THE PRIOR SENTENCE, ALL SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" AND "WITH ALL

FAULTS," AND NEITHER USD LAB, ITS AFFILIATES, LICENSORS OR MANUFACTURERS, NOR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, AGENTS OR REPRESENTATIVES, MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SERVICES OR ANY SOFTWARE THEREIN OR REQUIRED TO BE USED THEREWITH, OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, AND THE CUSTOMER SHALL LOOK TO THE MANUFACTURER FOR ANY WARRANTY THEREON.

LIMITATION OF LIABILITY. Customer agrees to look solely to the applicable Manufacturer for any claim arising due to loss, injury, damage, or death related to the use or sale of Equipment. Customer acknowledges that USD Lab has no control over, and is not responsible for, the manufacture of the Equipment nor the manner in which the Equipment will be used or otherwise dealt with by the Customer. Customer therefore agrees to assume all responsibility for any and all sums which USD Lab and/or the Customer becomes obligated to pay because of bodily injury or property damage caused by, or resulting directly or indirectly from, the installation, maintenance, use or operation of Equipment, or the failure of Equipment to comply with any safety laws or regulations. Customer shall indemnify and hold USD Lab harmless from and against any and all actions, claims, or demands arising out of, or in any way connected with, the installation, maintenance, use or operation of Equipment or the design, construction or composition of any item or items made or handled by Equipment supplied hereunder, including any such actions, claims, and demands based, in whole or in part, on the default or negligence of USD Lab. Customer hereby acknowledges and agrees that USD Lab has set its prices for Purchased Equipment and Fee for ESP and entered into this Agreement in reliance upon the exclusions and limitations of liability and other remedies set forth in these Equipment Terms, and that the same form an essential basis of the bargain between the parties. The parties agree that the exclusions and limitations of liability specified above will survive and apply even if any exclusion or limitation of remedies set forth herein is found to have failed of its essential purpose. USD LAB SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSS OF GOODWILL, ARISING FROM OR RELATING TO THESE EQUIPMENT TERMS, OR THE SUPPLY, USE, OR FAILURES OF PURCHASED EQUIPMENT AND/OR SOFTWARE HEREUNDER, THE USE OR FAILURES OF COVERED EQUIPMENT AND/OR SOFTWARE THEREIN, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. USD LAB'S LIABILITY UNDER THESE

EQUIPMENT TERMS FOR ESP WITH RESPECT TO ANY COVERED EQUIPMENT SHALL BE LIMITED TO THE LESSER OF (i) THE FEE PAID DURING THE LAST TWENTY-FOUR (24) MONTHS OF THE TERM FOR SUCH COVERED EQUIPMENT; OR (ii) THE REPLACEMENT COST OF SUCH COVERED EQUIPMENT, BASED ON AGE, CYCLES, AND MODEL.

INTEREST. USD Lab shall have a lien on and security interest in the Purchased Equipment, notwithstanding delivery or possession, until Customer pays the entire price in full to USD Lab. Customer agrees to do all acts necessary to perfect and maintain such lien and security interest in favor of USD Lab. Customer must maintain, at its own expense, insurance in the amount equal to the Purchased Equipment invoice price against loss or damage of any kind to Purchased Equipment and agrees to furnish USD Lab with satisfactory proof of this coverage.

UCC FILING; SECURITY; DEPOSITS. To the extent permitted by applicable law, Customer authorizes USD Lab to execute and file in the name of the Customer a UCC-1 financing statement, continuation statements and amendments thereto, and any other document deemed necessary to protect USD Lab's security interest in Purchased Equipment, with or without Customer's signature thereon. If Customer is in default of any agreements with USD Lab, USD Lab may exercise all rights of a secured party under the Uniform Commercial Code ("UCC") including, without limitation, the right, under UCC 9-609(b)(2), to take back Purchased Equipment. Any obstruction of these rights by Customer shall be deemed a further breach of its obligations under these Equipment Terms. Customer shall be permitted to pay a deposit of up to twenty percent (20%) of the Purchased Equipment price on a credit card.

LICENSE. Any third-party software listed on the Order for Purchased Equipment to which these Equipment Terms are attached ("Software"), including, without limitation, all title and intellectual property rights in and to such Software, is and shall at all times remain the property of the applicable Manufacturer supplying such Software. USD Lab hereby grants to the Customer a personal, terminable, non-exclusive license to install and use the Software, solely by the number of end users specified in the Order and, if applicable, solely on such number of machines as equal to the number of Seat Licenses set forth on the Order. Interfaces to third-party CAD and CAM software, scanners and manufacturing equipment may be required, and any license fees charged separately for such interfaces shall be the sole responsibility of Customer. There may be conditions to such interfaces that can limit or prevent their use during or after a specified period. It is the obligation of Customer to secure an agreement with such conditions. Neither

Customer nor any end user may (a) assign, sell, sublicense, rent, lease, lend, or otherwise transfer all or any part of the seat license(s) to the Software, or (b) reverse engineer, decompile, or disassemble the Software.

THIRD-PARTY RIGHTS. USD Lab cannot and does not grant to Customer, or any end user, any license to patents held by third parties.

NON-SOLICITATION. During the term, and for a period of one (1) year following the termination or expiration of these Equipment Terms, Customer will not, to the extent prohibited by applicable law, directly or indirectly, solicit, recruit, or encourage any of USD Lab's employees to terminate their employment with USD Lab; provided, however, that this section will not prevent Customer from (a) causing to be placed any general advertisements in newspapers and/or other media of general circulation (including, without limitation, advertisements posted on the internet) that is not targeted specifically at any USD Lab employees, or (b) engaging any recruiting firm or similar organization to identify and solicit persons for employment on behalf of Customer, so long as such recruiting firm or organization is not instructed to target any such employees of USD Lab.

FORCE MAJEURE. USD Lab shall be under no liability to Customer or any end user in respect of anything which may constitute a breach of these Equipment Terms arising by reason of force majeure, namely, circumstances beyond the control of USD Lab, which shall include, but shall not be limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, pandemic, riot, civil commotion, including acts of local government and federal authority, and labor disputes of whatever nature and for whatever cause arising.

APPLICABLE LAW; VENUE; ARBITRATION. For purposes of venue and jurisdiction, this Agreement shall be deemed made and to be performed in San Diego, California and shall be governed by the laws of the State of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in the City of San Diego, County of San Diego, State of California before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitrator shall award reasonable attorneys' fees to the most prevailing Party in the arbitration. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

ASSIGNMENT. This Agreement may not be assigned by Customer, whether pursuant to a change of control, asset sale, by operation of law, or otherwise, without the prior written consent of USD Lab, and any such attempted assignment shall be deemed null and void. Customer agrees to notify USD Lab immediately upon a change of control (through stock transfer or otherwise) or sale of all or substantially all of the assets of its business to which this Agreement relates. Customer acknowledges that notwithstanding any change of control or sale of Customer's assets, Customer shall remain jointly and severally liable for any liabilities of Customer and/or its successor-in-interest. USD Lab may assign this Agreement and/or delegate its rights and obligations hereunder in whole or in part to one or more divisions, affiliates, and/or third parties without notice to Customer. In such case, such divisions, affiliates, and/or third parties shall have the right to enforce the provisions hereof as if they were a part of this Agreement.

NO THIRD-PARTY BENEFICIARIES. No provision of this Agreement is intended to or shall be construed to confer upon or give to any person other than USD Lab, its successor or assigns (if applicable), and Customer any rights, remedies, or other benefits under or by reason thereof.

NO WAIVER. No waiver of any provisions of these Equipment Terms shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by USD Lab. Failure or neglect by USD Lab to enforce any provision of these Equipment Terms at any time shall not be construed nor shall be deemed to be a waiver of USD Lab's rights hereunder nor in any way affect the validity of the whole or any part of these Equipment Terms nor prejudice USD Lab's rights to take subsequent action.

HEADINGS. The headings of these Equipment Terms herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of these Equipment Terms.

SEVERABILITY. If any provision of these Equipment Terms is to be held invalid or unenforceable, in whole or in part, by any court of final jurisdiction, it is the intent of the Parties that all other provisions of these Equipment Terms shall be construed to remain fully valid, enforceable, and binding on the Parties in all respects as if such invalid or unenforceable provision were omitted. Any court of final jurisdiction will have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the intention of the Parties.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to such terms as are included herein and the parties acknowledge that they have not executed this instrument in reliance on any promise or representation or warranty not contained herein. This Agreement supersedes and replaces all prior settlement negotiations and/or proposed settlements. This Agreement may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. The USD Lab Equipment Terms and Conditions and USD Lab General Terms and Conditions are available at www.usdentallab.net, and it is the responsibility of the Customer to review for any changes or updates.

AUTHORIZATION. Any party agreeing to this Agreement on behalf of an entity or other than themselves, hereby represents and warrants that such party has authority to sign on behalf of the indicated entity. The parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily.