

## Intra-Oral Service Agreement Terms and Conditions Canada

The following terms and conditions are specific to Canadian accounts and subject to the overall KaVo Complete Canadian Terms and Conditions and comprises the specific terms and conditions of your ("CUSTOMER") service "Plan(s)" for your Dental Imaging Technologies Corp. ("COMPANY") products (Brands include DEXIS, KaVo Imaging, and Gendex) (individually and collectively, "HARDWARE") and their software and those software modules licensed to You by COMPANY ("SOFTWARE"). The HARDWARE and SOFTWARE are collectively referred to as your "COMPANY SYSTEM." The COMPANY or the authorized COMPANY distributor ("DEALER") will transact all Core Tier replacements in Canada. All Essential Tier replacements will be transacted with COMPANY. Coverage is limited to customer-owned, serialized Hardware located at the address imprinted on the enrollment form or otherwise recorded by COMPANY. In the event that these Terms and Conditions conflict with the KaVo Complete Canadian Terms and Conditions then these Terms and Conditions shall prevail over those of the KaVo Complete Canadian Terms and Conditions.

1. All non-functional HARDWARE must be returned to COMPANY to be eligible for Plan(s) coverage as listed below.

**a. Essential Tier Replacement:** Upon completion of your technical support consultation, COMPANY will electronically provide You with an RMA number and return shipping label for return of the non-functional HARDWARE to COMPANY for inspection and evaluation. COMPANY will attempt to ship out your replacement HARDWARE the same day that your non-functional HARDWARE is picked up for shipment. If, for any reason, COMPANY is unable to expedite the same day, the replacement HARDWARE will ship the following business day. Shipments are sent via two-day service where available. COMPANY is not responsible for missed deliveries.

**b. Core Tier Replacement:** Upon completion of your technical support consultation, COMPANY will collect payment of the specific deductible for your piece of HARDWARE that requires replacing and will ship to the CUSTOMER replacement HARDWARE and CUSTOMER will be provided with a RMA number and return shipping label for return of the non-functional HARDWARE to COMPANY. Alternately, COMPANY may contact a DEALER to inform them of replacement under warranty and DEALER will collect payment of the specific deductible for your piece of HARDWARE that requires replacing from CUSTOMER. Upon the collection of payment, DEALER will ship CUSTOMER replacement HARDWARE and CUSTOMER will return the non-functional HARDWARE to DEALER for shipment back to COMPANY. A separate deductible is required for each individual piece of HARDWARE on each occasion that is replaced and not covered under a replacement warranty as set forth in Section 2 below. COMPANY is not responsible for missed deliveries to CUSTOMER.

2. Replacement Parts and Equipment: At the sole discretions of COMPANY replacement parts and equipment may be new or factory refurbished. COMPANY reserves the right to replace equipment with the same or new-er version, where applicable. Replacement parts and equipment covered under the Essential Tier will carry a limited warranty of 90 days to protect against any manufactures defect. Core Tier (deductible) replacements will carry a limited warranty of 12 months. If the Plan(s) continues past the limited warranty period the replaced equipment will be covered for the length of the Plan(s) where applicable.

3. Inspection and Evaluation: Plan(s) are meant to provide coverage against HARDWARE failure due to reasonable "wear and tear". Upon the receipt of non-functional HARDWARE, COMPANY will inspect and evaluate the non-functional HARDWARE. If it is determined that: The HARDWARE is malfunctioning due to CUSTOMER negligence or misuse as set forth in the KaVo Complete Canadian Terms and Conditions, a COMPANY representative will contact CUSTOMER to discuss replacement options. Accidental damage coverage under all Plan(s) allows the purchase of replacement HARDWARE for a discount from the current retail price. Applicable taxes are additional and will be applied at time of order. COMPANY will attempt to replace your HARDWARE with the same model where available. In the event of non-availability, COMPANY reserves the right to replace your HARDWARE with a newer model.

4. HARDWARE Surrender: HARDWARE replacement is conditional on your permanent surrender of the malfunctioning HARDWARE to COMPANY. Should you choose to keep your malfunctioning HARDWARE, COMPANY will have no obligations or liability to you under the Plan(s) and your purchase of replacement HARDWARE will be at full retail price.

5. Serial Number Conditions: COMPANY will not provide service or support for Your COMPANY SYSTEM without a valid serial number. In the event you provide COMPANY with HARDWARE for inspection that does not match the serial number provided to the Telephone Technical Support Specialist, COMPANY will immediately return your HARDWARE and may void your Premier, Essential or Core Plan(s).

6. COMPANY SOFTWARE Updates. COMPANY will provide you, without additional charge, access to each minor and major functional release ("Updates") of the primary COMPANY SOFTWARE and, if applicable, your specific licensed COMPANY SOFTWARE modules for the HARDWARE covered under the Plan(s). Upon its release, an Update will be considered "SOFTWARE" and is subject to the same license rights, restrictions, and agreements as the original SOFTWARE. Updates do not include any releases or future SOFTWARE modules that COMPANY licenses separately, including without limitation new modules with new functionality that are available at an additional cost. COMPANY shall exercise commercially reasonable efforts to correct any malfunction of the SOFTWARE reported to COMPANY by you, which COMPANY can reproduce and which prevents the SOFTWARE from materially performing in accordance with the operating specifications described in the then-current user guides and manuals for operation of the SOFTWARE ("Error"). Prior to contacting COMPANY, you must make reasonable efforts to confirm that an Error is caused by the SOFTWARE or HARDWARE and not by any other cause or third-party material. In the event that COMPANY determines that a problem reported by you is not the result of an Error or is caused by third party material, COMPANY will notify you and have no further obligations to You under the Plan(s). SOFTWARE releases that are not current will be retired or updated at the discretion of COMPANY. COMPANY has no responsibility or liability for maintaining or supporting retired versions of the SOFTWARE.

7. Technical Support—All COMPANY SYSTEMS receive technical support at no charge while covered by the Manufacturer's Warranty and during any additional Plan(s) coverage. Products outside of the Manufacturer's Warranty or Plan(s) period will be charged for technical support at the then current COMPANY rates for that COMPANY SYSTEM.