

KaVo Complete™ Protection Plan Terms and Conditions Canada

This Service Level Agreement (the “Agreement”) comprises the general terms and conditions of your (“Customer” or “You”) service “Plan(s)” for your Dental Imaging Technologies Corp. and Aribex, Inc. (collectively “COMPANY”) products. COMPANY brands include DEXIS, KaVo Imaging, Gendex, Instrumentarium, Sorodex, and NOMAD. Types of products include I/O Sensor, I/O Camera, CariVu, 2D X-Ray, CT and Cone Beam 3D Imaging Products and handheld x-ray devices.

Terms and conditions for your individual Plan are located at kavo.com/kavocomplete and are incorporated herein by reference.

By submitting your enrollment application and payment for a Plan(s), you agree to be bound by and are entitled to these terms and conditions for the duration of the Agreement. Upon acceptance of your enrollment application and successful processing of your payment, You will be enrolled in the Plan(s) for the term that you selected and any subsequent renewal term. Each Plan provides certain support and cost replacement benefits in connection with your COMPANY products (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.” Coverage is limited to customer-owned, serialized Hardware located at the address imprinted on the enrollment form.

1. Enrollment in a Plan. To enroll in the Plan(s), you must provide COMPANY with a completed enrollment form, including your choice of Plan(s) and payment option, along with full payment or payment instrument in the dollar amount that corresponds to the options you have selected, plus any applicable taxes. [If the credit card information you submit is incorrect or invalid, or your check is returned for any reason, COMPANY will not be able to process your enrollment.] Your personal information is stored/protected in accordance with COMPANY’S Privacy Policy located at <https://www.kavokerr.com/privacy>

2. Eligibility. You are eligible for enrollment in a Plan(s) only if you have maintained a Plan(s) for your COMPANY System(s) since the date of purchase of that particular COMPANY System either directly from COMPANY or from an approved COMPANY service provider. Applications for enrollment into Plan(s) for COMPANY System(s) with lapsed coverage will be accepted only at COMPANY’S sole discretion or invitation and may be at an additional cost and require an inspection. Any gap in service coverage for a COMPANY System may void future attempts to purchase service coverage under any COMPANY Plan(s). COMPANY reserves the right to cease providing the Plan(s) in whole or in part at the sole discretion of the COMPANY. COMPANY reserves the right to modify the Plan(s) upon written notice to you.

3. Payment Options. Each Plan has a term of 12 months, subject to the following provisions regarding possible term renewal. There are three (3) payment options: 1) Pre-pay Annually, Auto Renewal at the end of the 12-month term; 2) Pay Monthly, Auto Renewal at the end of the 12-month term; 3) Pre-pay Annually, Manual Renewal at the end of the 12-month term. The auto renewal option provides an automated, convenient way to pay for enrollment in the annual Plan(s) so that coverage continues, without lapse, until either COMPANY or the customer provides notice of Plan(s) discontinuation as set forth in Section 4 herein. **The default payment option is Pre-pay Annually, Auto Renewal if no selection is provided on the renewal form.**

a. *The pre-pay annually, auto renewal* option requires a credit card payment and a valid E-mail address. At the end of the Plan(s) term, your credit card will be charged automatically for an additional year of coverage.

b. *The pay monthly, auto renewal* option requires a valid E-mail address and 12 equal payments, reoccurring monthly. Monthly payments cannot be split among multiple credit cards.

c. *The pre-pay annually, manual renewal* option may be paid by credit card or check. Prior to end of Plan(s) term, you will receive a renewal form that you must complete and return to COMPANY no later than five (5) days prior to the end of the Plan(s) term in order to continue enrollment. **Failure to complete and return the renewal form within the prescribed period will result in the lapse of the Plan.**

It is the responsibility of the Customer to notify COMPANY of any change in E-mail address, telephone number or other contact info to ensure delivery of renewal forms and/or invoices. Written notice must be sent to kavocomplete@kavokerr.com or Dental Imaging Technology Corp. ATTN: SLA Coordinator, 4425 Alexander Drive, Suite 100, Alpharetta, GA 30022-1425. Renewal of your Plan(s) will be subject to the then-current annual rates and then-current terms and conditions. Prices do not include any applicable sales tax based on location of Customer, which will be applied at time of invoice. All payments to COMPANY are non-refundable once the Plan(s) term has begun. All late payments shall be subject to an interest charge of 1.5% per month, or the maximum amount allowed by law, if less.

4. Discontinuing an Auto-renewal Plan or Cancelling a Plan.

a. Each auto renewal Plan (whether pay monthly or pre-pay annually) consists of a series of 12-month commitments (unless otherwise noted in the Enrollment Form). To discontinue enrollment in an auto renewal Plan, written notice must be sent to kavocomplete@kavokerr.com or Dental Imaging Technology Corp. ATTN: SLA Coordinator, 4425 Alexander Drive, Suite 100, Alpharetta, GA 30022-1425 and must be received at least thirty (30) days prior to the end of the then-current 12-month term. The applicable Plan will be discontinued upon the end of the then-current 12-month term. **Failure to notify COMPANY of the discontinuance to an auto renewal Plan at least thirty (30) days prior to the end of the then-current 12-month term will result in the automatic renewal of the Plan for an additional 12-month term.**

b. For any cancellation of a Plan other than a timely delivery of discontinuation as set forth in clause (a) above, written notice must be sent to kavocomplete@kavokerr.com or Dental Imaging Technology Corp. ATTN: SLA Coordinator, 4425 Alexander Drive, Suite 100, Alpharetta, GA 30022-1425, and the Plan will be cancelled upon COMPANY’S receipt of such notice. A \$375 fee will be assessed for each Plan that is on a monthly payment schedule cancelled by you through this mechanism (which fee, for clarity, shall not be assessed in connection with the transfer of this Agreement as part of an approved sale of an applicable COMPANY System through the Transfer of Equipment Ownership process set forth by COMPANY).

5. How Hardware Replacement/Repair Works. Immediately upon discovering that your Hardware is not working properly, you must contact COMPANY Telephone Technical Support at 1-888-ASK-KAVO (1-888-275-5286) to attempt diagnosis and troubleshooting. You must provide the serial

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number of your Hardware in order to receive assistance. If the Telephone Technical Support Specialist determines that your COMPANY Hardware isn't working for reasons covered by your Plan(s), the replacement/repair process will be executed in accordance with your respective Plan. For additional information, please review the individual terms and conditions of your respective Plan.

6. Additional Limitations, Warranties, and Disclaimers. Only COMPANY Hardware and Software are covered under the Plans. COMPANY makes no warranty and shall have no liability with respect to the support, service or performance of any computers, peripherals (including printers and sensor controller readers), third party software, third party hardware, and all other third party items, whether supplied by COMPANY or a third party, that are integrated into your COMPANY System. Additionally, COMPANY Plan(s) does not warrant or cover:

a. External damage, including, but not limited to: (i) damage caused by impact with other objects, dropping, falls, vandalism, theft, rust, corrosion, contact by animals or insect infestation, spilled liquids or immersion in liquids; (ii) damage caused by a disaster such as fire, flood, wind, earthquake, or lightning; (iii) damage caused by unauthorized attachments, alterations, modifications or foreign objects; (iv) damage caused by failure to provide a suitable environment; (v) damage caused by the use of the hardware system for purposes other than those for which it was designed; (vi) damage from improper maintenance or from maintenance provided by anyone other than an approved COMPANY service provider; (vii) damage from improper electrical connection or supply or any electrical surge or fluctuation; (viii) damage caused by any individual servicing of the equipment other than an approved COMPANY service provider; (ix) damage caused by operating staff; (x) (if applicable) damage caused by moving the equipment from its original installed location by anyone other than an approved Company service provider; (xi) damage caused by any other abuse, misuse, mishandling, or misapplication.

b. Software damage, including, but not limited to: (i) additions, changes, or upgrades unauthorized by COMPANY; (ii) viruses or malware; (iii) third party software (iv) damage caused by network or operating engineers; (v) damage from the use of the Software for any other applications other than its intended use or other than in its intended configuration; (vi) data recovery.

c. Computer failure or data security breach, COMPANY is not responsible for data recovery fees or any costs of data security breach remediation or notification or other losses related to any computer failure or data security breach. Customers are responsible for backing up and securing all data.

COMPANY warrants, subject to the above limitations, from the enrollment date through remainder of the current Plan(s) enrollment term that purchased replacement Hardware will be free of defects in material and workmanship.

DISCLAIMER OF WARRANTY. NO REPRESENTATIVE, DISTRIBUTOR, EMPLOYEE OR DEALER OR SERVICE PROVIDER AGENT OF COMPANY HAS AUTHORITY TO VARY THE TERMS OF THIS PLAN ORALLY OR IN WRITING. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE ARE NO OTHER WARRANTIES PROVIDED BY COMPANY ON ANY COMPANY SYSTEM (INCLUDING WITHOUT LIMITATION ON ANY HARDWARE OR SOFTWARE), AND COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS

OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES WITH RESPECT TO MERCHANTABILITY, TITLE, NONINFRINGEMENT, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. COMPANY DOES NOT WARRANT THAT ANY PROBLEMS WITH YOUR COMPANY SYSTEM CAN BE SUCCESSFULLY RESOLVED.

LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS BE LIABLE TO YOU FOR ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARE BASED IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, OR OTHERWISE. COMPANY'S ENTIRE LIABILITY TO YOU FOR ANY DAMAGES ARISING IN CONNECTION WITH THE COMPANY SYSTEM(S) OR THE PLAN(S) SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL AMOUNT PAID TO COMPANY BY YOU FOR THE PLAN(S) IN THE PRECEDING TWELVE (12) MONTH PERIOD. YOUR SOLE REMEDY, AND COMPANY'S SOLE LIABILITY, UNDER THE PLAN IS TO TERMINATE THE PLAN AND SEEK DIRECT DAMAGES IN AN AMOUNT NOT EXCEEDING THE FOREGOING LIMITATION. THE ABOVE STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

ACKNOWLEDGEMENT. YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT, AND THAT COMPANY WOULD NOT BE WILLING OR ABLE TO OFFER THE OTHER TERMS UNDER THIS AGREEMENT WITHOUT BEING ABLE TO RELY ON THE EXISTENCE AND ENFORCEABILITY OF THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY SET FORTH ABOVE.

7. Default. Under condition of default, COMPANY may immediately terminate your Plan(s) and will have no further obligation to you pursuant to the Plan(s). You shall be in default of your Plan(s) upon (a) failure to make a payment within 10 days after the due date; or (b) failure to perform or observe any other term or condition of this Agreement; or (c) any breach of any representation or warranty made by you; or (d) default by you under any note, security agreement, lease or installment sales agreement with dealer; or (e) your inability or unwillingness to pay your debts when due, your dissolution or insolvency or your bankruptcy; or (f) the termination of your existence by merger, consolidation or otherwise; or (g) any change in control (including by merger, sale of assets, sale of securities or other interests granting direct or indirect control) of you; or (h) any transfer or sale by you of any COMPANY System for which you have not received prior approval through the Transfer of Equipment Ownership process set forth by COMPANY.

8. Miscellaneous. This Agreement (including the validity and applicability of the arbitration provisions of this Agreement, the conduct of any arbitration of a dispute, the enforcement of any arbitral award made hereunder and any other questions of arbitration law or procedure arising hereunder) is governed by the laws of the United States and the state of New York, without regard to any conflict-of-law provisions. The courts residing in New York, NY, both state and federal, shall have exclusive jurisdiction to hear any claim arising out of this Agreement. Notwithstanding the exclusive jurisdiction set forth in the prior sentence, the parties expressly agree that COMPANY may, at its sole discretion, request in writing

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that any dispute, claim, or controversy in connection with this Agreement, including any questions regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination, shall be resolved by a final, binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association. If COMPANY elects to exercise its right to resolve such dispute, claim, or controversy by binding arbitration, the following parameters shall apply to the arbitration: (i) the arbitration shall be decided by one (1) arbitrator appointed in accordance with such rules; (ii) the place of the arbitration shall be New York County, New York; (iii) the language of the arbitration shall be English; and (iv) at any time, a party may seek or obtain preliminary, interim, or conservatory measures from the arbitrator or from a court of competent jurisdiction. If any provision of this Agreement is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator will modify the provision to the minimum extent necessary to make it enforceable. In the event such a modification is impossible or impracticable then the provision will be severed and the remaining terms will be enforced to the maximum extent possible.

You agree not to disclose the terms of this Agreement, including the pricing arrangements, services, technologies, or any other proprietary information relating to COMPANY or its affiliates to any third party, except that you may disclose the terms (i) as required by law and (ii) to federal and provincial health care payors and other health care regulators.

You agree and authorize COMPANY to communicate with you by any electronic means (including cellular phone, email, facsimile automatic dialing and recorded messages) or any other form of communication concerning you Plan(s).

Neither party shall be liable to the other for any loss or damage suffered by the other (other than breach of a payment obligation) if such loss or damage is attributable to an event of force majeure which shall mean circumstances beyond the reasonable control of the party seeking to rely on this provisions including war, riot, civil commotion, strikes, lock-out, acts of God, restrictions imposed by government or other competent authority which shall prevent or materially affect that party's ability to perform its obligations.

These terms contain the entire agreement of each of us with regard to Your enrollment and coverage under your Plan(s) and supersede all other previous terms and documents related thereto.

You may view your Plan(s) individual terms and conditions by clicking on the following link: www.kavo.com/kavocomplete. You may also request a copy of Plan(s) individual terms and conditions by emailing kavocomplete@kavokerr.com or by mailing a request to Dental Imaging Technology Corp. ATTN: SLA Coordinator, 4425 Alexander Drive, Suite 100, Alpharetta, GA 30022-1425.