Options for continuing service on PlanScan Systems older than three years from date of original purchase are shown below. No hardware warranty is available once the system contract warranty expires, or has been extended, and the PlanScan System is beyond three years from date of original purchase. PlanScan Systems that have been out of warranty for more than six months are not eligible for a Continued Care Protection Plan.

PlanScan owners who do not continue warranty coverage on any portion of their PlanScan Systems will be responsible to pay for 1) any Software update fees and regular SOS Phone Support Fees (at our then existing standard labor rates) and 2) a minimum two hour standard labor charge for each preventive maintenance visit plus the then existing price of any replacement parts.

TERMS AND CONDITIONS

Service Plans may be purchased from Henry Schein Dental, 800-372-4346.

- Hardware upgrades are not included in any warranty or service plan.
- PlanScan Systems that have been out of warranty coverage for more than six months are not eligible for a Continued Care Protection Plan.
- SOS Remote Diagnostics provides clinical and technical support. SOS makes recommendations for software use, but the Customer is fully responsible for the final restorative output.
- Triannual preventive maintenance includes replacement of up to one set of collets per year.
- Additional collets required for whatever reason will be considered consumable items and must be purchased by the customer.
- The following EXCLUSIONS apply:
  - PlanScan Laptop Computer
  - Cosmetic damage or deterioration
  - Consumable items such as milling tools, milling lubricant, PlanScan Scanner tips, or restorative materials
  - Damage or wear due to misuse, abuse, dropping PlanScan Scanner, electromagnetic interference, telecommunications failure, accident, unauthorized repair or modification, neglect, alteration, unsuitable physical or operating environment, failure to obtain mandated triannual maintenance, improper installation, shipping, service or modification by other than an authorized representative/service technician, alterations to the equipment with other than E4D Technologies approved components.
  - Software
  - Damage or wear resulting from causes external to the product such as, but not limited to, excessive heat or humidity, power failure, power surges, or natural disaster, such as, but not limited to, flood, fire, and storms.
  - The warranty is voided by removal or alteration of the PlanScan Restorative System parts identification labels and serial numbers.
  - Normal wear and tear on appearance items, such as casings, covers etc.
  - Normal wear and tear on parts not covered by the service plan or parts (i.e. collets) that require replacing more often than specified in the service plan.
  - All hardware upgrades
- If there is a lapse in Restorative Software Update coverage, you may have to purchase software and/or hardware updates to bring your PlanScan System up to current specifications before reinstating Restorative Software Update coverage.
- Extended service plans are available at the sole discretion of E4D Technologies.
- Prices, terms and availability subject to change.
- Continued Care Projection Plan subject to Limitations of Liability contained in E4D Limited Warranty and is not transferable.
E4D Limited Warranty

This agreement is entered into as of the Effective Date by the Customer and E4D Technologies, LLC (dba E4D Technologies).

Statement of Limited Total Care Protection

The warranties provided by E4D Technologies ("E4D") in this Statement of Limited Warranty apply only to the PlanScan Restorative System purchased for use by the original customer and used in the country of purchase in the normal course of business and for its intended purpose. This warranty is not transferable. The full PlanScan Restorative System consists of a PlanMill 40 Milling Center, PlanScan Scanner, PlanScan Laptop Computer, and a Job Server (hereinafter referred to as "Components"), all manufactured by E4D. Nothing in this Statement of Warranty affects any statutory rights of consumers that cannot be waived or limited by contract.

The E4D Technologies Total Care Protection for Systems and Components

E4D, subject to the exclusions listed below, warrants that each Component: 1) is free from defects in materials and workmanship for a period of twelve (12) months commencing on the date of installation ("Effective Date") and 2) conforms to E4D Technologies' Official Published Specifications. If, during the warranty period, defects occur, E4D will, at its option, repair or replace the necessary part(s) at no additional charge. In some cases, replacement parts may not be new and may have been previously installed or otherwise used. Replacement PlanScan Laptop covered under warranty will be a functionally equivalent laptop, which may be previously used, and manufacturer and model may vary from original purchased laptop. E4D will also provide triannual (3 times per year) preventive maintenance for a period of one (1) year from the Effective Date.

Extent of Total Care Protection

E4D Technologies does not warrant uninterrupted or error-free operation of the Components. Any technical or other support provided for the Components under warranty, such as assistance via telephone with "how-to" questions and those regarding machine maintenance, will be provided WITHOUT WARRANTIES OF ANY KIND. THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES; SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE TWELVE (12) MONTH WARRANTY PERIOD DESCRIBED HEREIN. NO WARRANTIES SHALL APPLY AFTER THE WARRANTY PERIOD.

Limitations of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE, UNDER NO CIRCUMSTANCES IS E4D, OR ANY OF ITS AFFILIATED COMPANIES LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, PROFITS OR SAVINGS), WHETHER CAUSED BY OR ARISING FROM THE FAILURE OF THE COMPONENTS TO PERFORM OR ANY SOFTWARE UPDATE OR UPGRADE, AND WHETHER DUE TO ALLEGED DEFECTS IN THE DESIGN OR MANUFACTURE OF THE COMPONENTS, SOFTWARE OR ANY OTHER SERVICES PROVIDED BY E4D UNDER THIS LIMITED WARRANTY.

Exclusions

The following exclusions will apply:

- Cosmetic damage or deterioration
- Consumable items such as milling tools, milling lubricant, or restorative materials
- Damage or wear due to misuse, abuse, dropping PlanScan scanner, electromagnetic interference, telecommunications failure, accident, unauthorized repair or modification, neglect, alteration, unsuitable physical or operating environment, failure to obtain mandated triannual maintenance, improper installation, shipping, service or modification by other than an authorized representative/service technician, alterations to the equipment with other than E4D Technologies approved components.
- Software
- Damage or wear resulting from causes external to the product such as, but not limited to, excessive heat or humidity, power failure, power surges, or natural disaster, such as, but not limited to, flood, fire, and storms
- The warranty is voided by removal or alteration of the PlanScan Restorative System parts identification labels and serial numbers.
- Normal wear and tear on appearance items, such as casings, covers etc.
- Normal wear and tear on parts not covered by the Service Plan or parts Definitions. (i.e. collets) that require replacing more often than specified in the Service Plan.
- All hardware upgrades

Total Care Protection Service

Warranty service may be obtained from E4D Technologies by calling 1-800-537-6070. A customer service specialist will assist with the diagnosis and if required, an authorized service technician will be dispatched. In order to obtain warranty service you agree to:

1. Follow the problem determination, problem analysis, and service request procedures provided by E4D Technologies customer support specialist or authorized service technician, including assisting customer service with establishing a remote connection to your PlanScan Restorative System using SOS access for diagnostic purposes.
2. Provide the service technician with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations. Neither E4D Technologies, nor any of their representatives is responsible for any of your customer information contained in a system serviced under this Limited Warranty.

Conditions to obtaining Total Care Protection Service:

In order for this Limited Warranty to remain in full force and effect, the customer hereby agrees to comply with the required triannual Scheduled Preventive Maintenance Program, as defined below, to be performed by an authorized service technician. Failure to adhere to the timely triannual maintenance schedule will result in this Limited Warranty being declare null and void.

Other Services:

In addition to the triannual scheduled preventive maintenance program E4D provides, the following:

- Software Updates: During the term of the agreement, E4D shall provide Restorative Software Updates to the customer, free of charge. Operating system upgrades are excluded.
- Toll Free Technical Support; Customer will receive free, unlimited telephone support and Support On Sight (SOS) during the Term of the agreement through the Manufacturer’s E4D Technical Support Hotline. Technical Support will be available Monday through Thursday from 7:00am to 7:00pm CST and Friday from 7:00am to 6:00pm CST.

Scheduled Preventive Maintenance means the following:

(a) Exterior examination of the PlanScan Scanner for wear or damage to the exterior cover surfaces, lenses, cables and camera; (b) Exterior examination of the PlanMill 40 Milling Center for wear or damage to the exterior cover surfaces, chamber components, cables and reservoir. (c) Internal examination of the PlanMill 40 Milling Center for wear or damage to water/air systems, gearing, sensors and tool changer, service or replacement of components (including water system flush) and calibration and adjustment of milling components, water/air systems, sensors switches and transmitter; (d) Exterior examination of the Job Server for wear or damage to exterior cover surfaces and cables, calibration or adjustment of the PC components, software settings and transmitter; (e) Annually during the 3rd preventive maintenance the spindle packing, nose seal and tool bumper will be replaced. E4D shall not be liable for its failure to perform hereunder for any delay or default if caused by conditions beyond its control including, but not limited to Acts of God, failure of suppliers, subcontractors, carriers, or any other cause beyond reasonable control of the E4D.

AS USED IN THIS LIMITED WARRANTY THE FOLLOWING DEFINITIONS SHALL APPLY:

Limitations of Software Updates:

Any Software updates will be limited, in all respects, to versions that are compatible with the users current hardware. E4D does not warrant nor imply that future software updates will be backward compatible with the user’s existing hardware. In certain instances the user may be required to upgrade the hardware at an additional charge to the user, in order to receive software updates in terms of this agreement. If the user elects not to upgrade existing hardware then E4D will not be required to furnish any further software updates.

Customer means:

The individual or dental practice whose name appears on the Purchase Order used to purchase the PlanScan Restorative System.

Equipment means:

PlanScan Restorative Scanner(s), Laptop Computer(s), PlanMill 40 Milling Center(s) and Job server(s) owned by the customer. This agreement is limited to Equipment that is located at the address that appears on the Henry Schein Dental Purchase Order. Separate agreement(s) will be required for each address where Equipment is located or for Equipment that is transported to different locations.

Manufacturer means:

E4D Technologies, its successors and assigns.