

Service Level Agreement (SLA) - Dentalhitec Americas

SOAN®, SleeperOne5® and QuickSleeper5® Devices

1. Introduction and Parties

This Service Level Agreement (“Agreement” or “SLA”) is a legal contract between **Dentalhitec Americas** (referred to as “Dentalhitec,” “we,” or “us”), located at 3535 W. 12th St, Houston, TX 77008, and the purchaser of a Dentalhitec service plan (the “Customer” or “you”). Dentalhitec Americas is the authorized importer and distributor of Dentalhitec products (manufactured by Dentalhitec in France) in the United States and Canada. This SLA governs the maintenance and support services for the covered Dentalhitec electronic anesthesia device(s) specifically the Soan, SleeperOne5, and QuickSleeper5 devices (each a “Covered Device”) under the selected service plan. By enrolling in and signing this Agreement, the Customer agrees to the terms and conditions herein.

- **Covered Device and Eligibility:** This Agreement applies only to the Dentalhitec device(s) identified by model and serial number at the time of plan purchase. The Covered Device must be within five (5) years of its original purchase date to be eligible for any SLA plan. Devices older than 5 years are not eligible for new coverage or renewal – instead, Dentalhitec may offer trade-in or upgrade options in such cases (e.g., a discounted upgrade to a newer model in lieu of SLA renewal).
- **Coverage Plans:** Dentalhitec offers three SLA plan options with varying levels of coverage: **Basic Manufacturer Warranty Extension**, **CARE Pack**, and **CARE Pack Plus**. Each plan provides a 12-month coverage term with defined services and protections, as detailed in Section 2. All plans (except the Basic coverage included with a new device purchase) are sold as annual subscriptions and will auto-renew every 12 months unless canceled as per Section 3.2.
- **Initial Warranty Relationship:** Each new Dentalhitec device comes with a standard manufacturer's warranty covering manufacturing defects for a period of 24 months from the date of purchase (including no additional cost). The SLA plans described here provide extended and/or enhanced service beyond the standard warranty. For example, the Basic Manufacturer Warranty Extension plan effectively adds 12 months of defect coverage after the initial 24-month period, while CARE Pack plans provide additional coverage (such as for accidental damage) even during the initial warranty period. This Agreement supplements the original warranty without replacing or reducing any rights under that warranty. In case of overlap, the manufacturer's warranty covers defects in parallel with the SLA during its term, and the SLA covers any additional benefits (like accidental damage protection) not provided by the standard warranty.
- **Regulatory Compliance:** The Customer acknowledges that the Covered Device is a medical device regulated by authorities in the country of use (for example, the U.S. Food and Drug Administration (FDA) in the United States, and Health Canada in Canada). The Device must be used and maintained

in accordance with Dentalhitec's instructions and all applicable laws and regulations. Nothing in this SLA permits use of the Device in a manner inconsistent with its regulatory approvals or its intended use. *(No EU or other international standards are referenced in this Agreement; it is governed by the applicable laws of the United States and Canada as set forth herein.)*

- **No Patient Data Storage:** The Covered Device does not store or transmit any patient data or personally identifiable health information. Use of the Device under this SLA therefore does not involve the handling of protected health information. The Customer remains responsible for any patient records in their practice. Any personal data provided by the Customer to Dentalhitec for the purposes of administering this SLA (such as contact information or payment details) will be handled in compliance with Dentalhitec Privacy Policy and applicable privacy laws (e.g., HIPAA, PIPEDA) and regulations.
- **Service Provider:** All services under this SLA will be provided by Dentalhitec Americas or its authorized service partners. Dentalhitec Americas is responsible for honoring the service commitments described here. (This SLA is a service contract for product support, not a product liability insurance policy or malpractice insurance. It is not an insurance policy against loss or theft, but rather a support agreement covering repairs and replacements as specified.)
- **Statutory Rights Preservation:** The coverage provided by this SLA is intended to supplement, and not to limit or replace, any rights or warranties you have under applicable consumer protection laws or implied warranty laws in your jurisdiction. For example, in Canada, provincial laws may provide consumers with statutory warranties (such as that products are fit for purpose and durable for a reasonable period). Nothing in this Agreement shall derogate from any such mandatory rights you may have under law. This SLA offers additional benefits beyond the standard manufacturer's warranty and any legal warranties, but does not diminish your rights under those warranties or laws.

2. Service Plan Options and Coverage Details

Plan Summary: The table below provides a summary comparison of the three SLA plans – **Basic Warranty Extension**, **CARE Pack**, and **CARE Pack Plus** – including coverage scope and benefits for a 12-month term. All prices are in USD and are billed annually (exclusive of any applicable taxes).

Feature / Benefit	Basic Warranty Extension (extends manufacturer defect warranty)	CARE Pack (Comprehensive)	CARE Pack Plus (Premium)
Coverage Duration	12 months (adds to standard warranty for defects)	12 months (auto-renewable)	12 months (auto-renewable)
Device Protection	Manufacturing defects only (no accidental damage)	All functional failures (manufacturing defects and accidental damage)	All functional failures (manufacturing defects and accidental damage)

Feature / Benefit	Basic Warranty Extension (extends manufacturer defect warranty)	CARE Pack (Comprehensive)	CARE Pack Plus (Premium)
Preventive Maintenance	Not included	1 service per year – Included	1 service per year – Included (priority scheduling)
All-Risk Repairs (incl. accidents)	Not included (only defect repairs covered)	Included – covers accidental damage repairs (no deductible)	Included – covers accidental damage repairs (no deductible)
Loaner Device During Repair	Not included by default (optional loaner available at extra cost)	Not included by default (loaner available as paid add-on)	Included – up to 2 loaner shipments per year, free
Shipping Costs for Repairs	Customer pays shipping both ways for any repairs	Included – standard round-trip shipping paid by Dentalhitec (ground service)	Included – rush round-trip shipping paid by Dentalhitec (overnight where available)
Support Access	Standard support (business hours)	Priority technical support (expedited during business hours)	Priority support + dedicated support line (fastest response)
Loaner Dispatch Speed	N/A (no loaner by default)	N/A (unless loaner add-on purchased separately)	Overnight dispatch of loaner (for eligible incidents)
Subscription Type	Included with new device for first 24 months; thereafter optional annual renewal	Annual subscription (starts at purchase, auto-renew)	Annual subscription (starts at purchase, auto-renew)
Annual Price (Soan)	\$399.00	\$699.00	\$799.00
Annual Price (SleeperOne5)	\$299.00	\$599.00	\$699.00
Annual Price (QuickSleeper5)	\$599.00	\$899.00	\$999.00

Notes: “All functional failures” means any failure of the device to operate according to its specifications under normal use, whether due to manufacturing defect, normal wear-and-tear, or accidental damage (unless excluded by this Agreement). “Accidental damage” refers to unintentional physical damage from handling (such as drops or liquid spills) occurring in the normal course of use. **Loss or theft of the device is not covered** (see Section 3.5).

Below is a detailed description of each plan’s coverage and services:

2.1 Basic Manufacturer Warranty Extension

Coverage Scope: The Basic plan extends coverage for manufacturing defects in materials and workmanship for an additional 12 months beyond the device’s standard included warranty. It only covers failures or malfunctions that result from defects in the device’s manufacture or assembly under normal intended use. This plan **does not cover** accidental damage, wear-and-tear, or any damage from external causes.

- **Term:** 12 months of coverage for manufacturer defects. If the Basic Extension is purchased to begin after the initial included warranty, coverage starts immediately upon expiration of the standard 24- month warranty and continues for 1 year. If purchased while the standard warranty is still active, the extended defect coverage will apply after the initial warranty ends, ensuring continuous defect coverage.
- **Device Protection:** Manufacturing defects **only**. If the Covered Device fails to function as intended due to a flaw in manufacturing or original components (and the device has been used normally and not subjected to unauthorized modifications or misuse), Dentalhitec will repair or replace the device at no charge under this plan.
- **All-Risk/Accidental Damage: Not included.** Damage from accidents (drops, impacts, liquid ingress, etc.) or from misuse is not covered under the Basic plan. Such incidents, if they impair the device, fall outside the scope of this plan and would not qualify for free repair under this SLA. (They may also void the defect coverage if the damage is severe or prevents verification of a manufacturing defect.) In other words, if your device is damaged by an accident or improper use, you must pay for repairs or replacement out-of-pocket (unless you have separate coverage or upgrade to a CARE plan for future incidents).
- **Preventive Maintenance:** Not included. Routine maintenance services (cleaning, calibration, etc.) are not provided under the Basic Extension. The Customer is responsible for maintaining the device per the user manual. (The device can still be sent to Dentalhitec for paid maintenance or calibration outside of warranty, but such service is not covered for free under this plan.)
- **Loaner Device:** Not included by default. During any repair under the Basic plan, Dentalhitec does not automatically provide a loaner unit. However, a loaner device may be available for purchase as an optional service if the Customer desires a temporary replacement during repairs (subject to availability and additional fees). The terms of any loaner (e.g. refundable deposit, return timeline) would be provided at the time of arrangement.

- **Shipping Costs:** The Customer is responsible for all shipping and logistics costs when sending the device for repair and for its return under the Basic plan. This means you must pay to ship the device to our service center, and pay for return shipping (or provide a carrier account or return label) for any repairs covered under this plan. Dentalhitec can help coordinate shipping at the Customer's expense if needed.
- **Support Access:** Standard technical support during normal business hours (e.g., 9am–5pm local time, Monday–Friday, excluding holidays) is included. Customer inquiries will be handled in the normal support queue. No priority or after-hours support is provided under Basic.
- **Price and Renewal:** The Basic coverage is included automatically with each new device for the first 24 months (as the standard manufacturer warranty). After the initial period, the Basic Warranty Extension can be purchased for approximately **\$299–\$599 per year** (depending on device model, see pricing table above) to extend defect coverage annually. It will auto-renew each year at the then- current price unless canceled (see Section 3.1 and 3.2 for payment and cancellation terms).

Summary: The Basic plan is essentially a warranty extension focusing only on manufacturing defects. It is ideal if you wish to continue the standard warranty protections beyond the initial period and are willing to bear the risk of accidental damage or pay-as-you-go for any repairs not caused by defects.

2.2 CARE Pack (Comprehensive Coverage)

Coverage Scope: The CARE Pack is a comprehensive service plan that covers **all functional failures** of the Covered Device for 12 months, including accidental damage. This plan goes beyond defects to provide peace of mind for a wide range of issues that might occur during normal clinical use.

- **Device Protection:** *All functional failures + Accidental Damage.* Under CARE Pack, if the device malfunctions or is damaged such that it cannot function correctly, Dentalhitec will repair or replace it, regardless of cause – whether it's due to an internal defect, a component failure from normal use, or accidental damage from handling (drops, spills, etc.). Accidental damage from handling is expressly covered by this plan. For example, if the device is dropped and stops working, that repair or replacement is covered. There is no limit to the number of covered repairs for functional failures, aside from cases of misuse or abuse (see Exclusions in Section 3.5). The intent is to cover unexpected events and normal wear-and-tear that affect functionality.
- **Preventive Maintenance: Included – one service per year.** The CARE Pack provides one complimentary preventive maintenance service each year. This service includes a thorough check-up of the device by Dentalhitec technicians, cleaning of internal components, replacement of any worn small parts (e.g. O-rings, seals) as needed, calibration and software/firmware updates (if applicable), and testing to ensure the unit is performing optimally. Preventive maintenance helps maximize the device's lifespan and performance. The Customer is responsible for scheduling this annual service at a convenient time (Dentalhitec will send reminders or help coordinate scheduling). This service is provided at no additional charge under the plan (shipping for preventive maintenance is covered as described below).
- **All-Risk Repairs: Included.** If the Covered Device requires repair due to any functional problem or accidental damage, all necessary parts and labor are covered 100% under the CARE Pack. There are

no deductibles or service fees for covered repairs. Dentalhitec may, at its discretion, either repair the device to working order or replace it with an equivalent unit (new or refurbished) at no cost to the Customer if repair is not feasible or would be too time-consuming. Replacement may be used in cases of severe damage or repeated failures. If a replacement device is provided, it will be of the same model (or a comparable model with equal or better features), and the remaining coverage term will continue with the replacement device (the SLA coverage transfers to the new serial number for the rest of the term).

- **Loaner Device:** Not included by default. The standard CARE Pack does not automatically include a loaner device during repairs. However, an optional loaner service is available: the Customer may request a loaner unit when sending their device in for repair, and Dentalhitec will provide a temporary replacement if available, for an additional fee (or the Customer can choose to upgrade to CARE Pack Plus, which includes loaners). If the Customer opts for a paid loaner under CARE Pack, Dentalhitec will ship a loaner device as soon as the faulty unit is received (or as otherwise agreed), and the Customer must return the loaner once their original device is repaired and returned. All loaner equipment must be returned in good condition; failure to return a loaner or any significant damage to it may result in charges as per Section 3.3.
- **Shipping Costs: Included (standard shipping).** Under CARE Pack, Dentalhitec covers the cost of shipping for all covered repairs and for the annual preventive maintenance service. We will provide pre-paid shipping labels or arrange courier pickup for sending the device to our service center, and we will pay for standard return shipping back to the Customer. "Standard shipping" typically means ground shipping or equivalent (approximately 3–5 business day transit within the continental U.S. or Canada). This free shipping benefit applies in both directions (Customer to service center, and return shipment). If the Customer requires expedited shipping (overnight), they may request an upgrade for an additional charge, or consider the Plus plan which includes rush shipping by default.
- **Support Access: Priority Support.** CARE Pack customers receive priority access to Dentalhitec's support team. This means that your support inquiries (phone or email) are given higher priority in the queue compared to standard (Basic) customers. Support is available during extended business hours, and CARE Pack customers can expect faster initial response times. While this is not a 24/7 emergency service, priority support aims to minimize downtime by troubleshooting device issues promptly and coordinating service events with urgency.
- **Price and Renewal:** The annual price for CARE Pack is **\$599** for SleeperOne5, **\$699** for Soan, and **\$899** for QuickSleeper5. The plan is sold as a 12-month subscription and will automatically renew each year unless canceled. Dentalhitec will notify the Customer of the upcoming renewal and any price changes in advance (typically about 30 days prior). By enrolling, the Customer authorizes automatic annual charges as described in Section 3.1. (If the device is new when purchasing CARE Pack, coverage starts immediately and runs concurrently with the manufacturer's warranty,

providing accidental damage coverage in the first 12–24 months that the standard warranty does not cover. Continuous renewal of CARE Pack ensures comprehensive coverage remains in effect year after year.)

Summary: The CARE Pack provides broad protection for your device, covering both defects and accidental damage, with the convenience of included maintenance, shipping, and priority support. It's designed for customers who want minimal disruption in their practice – if something goes wrong, it will be fixed or replaced quickly at no extra cost, and routine maintenance is taken care of to prevent issues.

2.3 CARE Pack Plus (Premium Coverage)

Coverage Scope: CARE Pack Plus is the premium service plan offering the highest level of coverage and convenience. It includes everything in the standard CARE Pack (all-risk protection, maintenance, shipping, etc.) plus additional perks such as guaranteed loaner devices with expedited shipping.

- **Device Protection:** *All functional failures + Accidental Damage* (same comprehensive coverage as CARE Pack). Any device failure from normal use or accidental events will be repaired or replaced at no cost under the same terms as CARE Pack. (All exclusions in Section 3.5 apply equally to all plans.) The difference with Plus lies in the enhanced service levels described below.
- **Preventive Maintenance: Included – one per year (priority service).** CARE Pack Plus includes one full preventive maintenance service each year at no charge, just like CARE Pack. Additionally, Plus customers receive priority scheduling for maintenance – we will aim to perform the routine service with faster turnaround, or align it with a convenient time (for example, providing a loaner during the maintenance period so your practice isn't without the device).
- **All-Risk Repairs: Included.** All repairs for functional failures or accidental damage are covered with parts and labor, identical to CARE Pack. If the device cannot be repaired quickly, a replacement will be provided at no cost. CARE Pack Plus customers may benefit from **advanced replacement service:** if your device fails, Dentalhitec can ship a replacement unit immediately (next business day) without waiting to first receive your defective unit, to minimize downtime. (See "Loaner/Advance Replacement" below.) This ensures the fastest possible restoration of your device's availability.
- **Loaner Device / Advance Replacement: Included, up to 2 incidents per year.** A key benefit of CARE Pack Plus is the loaner device program with expedited shipping. If your Covered Device needs to be taken out of service for repair or maintenance, Dentalhitec will provide a loaner unit (of the same or similar model) shipped to you via overnight express shipping, so that you can continue treating patients with minimal interruption. We will send the loaner (or replacement unit) as soon as a service event is approved, without additional cost. Up to two (2) such loaner or advance replacement events per 12-month term are included at no charge under the Plus plan.
- **Loaner/Replacement Process:** When you report an issue under Plus coverage, Dentalhitec will typically ship a device by overnight delivery (usually on the next business day, or same day if possible) to your address on file. You agree to promptly return your original malfunctioning device to us (a prepaid overnight return label will be provided). In many cases, the device sent to you may be an **advance**

replacement, meaning you will keep that unit as your permanent device going forward, and we will keep your original for repair/refurbishment. In other cases (such as a short-term maintenance event), it may be a temporary loaner that you will use while your unit is being fixed, and then you'll return the loaner once your original device is returned to you. Dentalhitec will communicate which situation applies. In either case, failure to return a loaner or the defective unit within the required timeframe will result in charges up to the full value of the unreturned device being applied to your account or credit card. By enrolling in this plan, you consent that Dentalhitec may charge your card on file for the value of any loaner or replacement device that you fail to return as agreed.

- *Limit of 2 per year:* The inclusion of up to two loaner/advance replacement events per 12-month term means that if more than 2 major incidents occur in a year (which is very unlikely under normal circumstances), Dentalhitec reserves the right to charge a fee for additional loaner shipments or to handle further incidents on a case-by-case basis. This limitation is simply to prevent excessive or fraudulent use; in genuine scenarios that exceed two incidents, we will still support you, but additional charges or an alternative solution may be discussed.
- **Shipping Costs: Included – expedited shipping.** All shipping under CARE Pack Plus is covered by Dentalhitec, with rush/expedited service. When you need to send in your device or receive a loaner/replacement, we will utilize overnight or next-day shipping services wherever feasible. This applies to both outbound shipments from Dentalhitec and return shipments from the Customer. We prioritize these shipments to minimize any downtime. (For international or remote locations, we will use the fastest practical shipping method. Note: shipments between the U.S. and Canada will be handled expeditiously, but any customs or import duties, if applicable, are the Customer's responsibility. We will help with proper documentation to minimize any such fees.)
- **Support Access: Priority Support with Dedicated Line.** CARE Pack Plus customers receive the highest priority in technical support. Dentalhitec provides a dedicated support hotline or contact channel exclusively for Plus members, which is monitored by senior technicians. This means faster response times and direct access to specialized support personnel. Support for Plus members may also be available for extended hours beyond standard times. If a problem arises, Plus customers are at the top of the queue for troubleshooting and service dispatch. This "white glove" support service ensures any issue is addressed with utmost priority and minimal delay.

- **Price and Renewal:** The annual fee for CARE Pack Plus is **\$699** for SleeperOne5, **\$799** for Soan, and **\$999** for QuickSleeper5. This plan is a subscription that renews every 12 months. Dentalhitec will automatically charge the renewal fee to the Customer's authorized payment method each year, unless the Customer cancels the plan before the renewal date. Advance notice of renewal (and any price changes) will be provided. By enrolling, the Customer agrees to the auto-renewal and payment terms in Section 3.1. CARE Pack Plus can be purchased at the time of the device sale or at any time while the device is eligible (within 5 years of purchase). If purchased when the device is new, all benefits (like accident coverage and loaner entitlement) become active immediately (concurrent with the standard warranty coverage). Continuous renewal is recommended to maintain uninterrupted premium coverage.

Summary: CARE Pack Plus is the top-tier coverage that provides maximum peace of mind – any covered device issue will be handled swiftly, you'll receive a loaner or replacement with minimal delay, and you have VIP support. It is suited for busy dental offices that require the device to be available at all times and want the fastest, most comprehensive service. The higher cost delivers value in the form of faster turnaround, added convenience.

3. Terms and Conditions of Service

The following general terms apply to all SLA plans described in this Agreement, unless otherwise specified. By enrolling in a plan, the Customer agrees to these conditions and understands the procedures to obtain service.

3.1 Payment, Fees, and Renewal Terms

- **Plan Purchase and Payment:** The SLA plan (Basic, CARE Pack, or CARE Pack Plus) must be purchased and fully paid for in order for coverage to take effect. The plan fee is due upfront for each 12-month term (unless otherwise arranged in writing). Dentalhitec accepts payment via credit card and other approved methods. By signing this Agreement and providing a payment method, the Customer authorizes Dentalhitec to charge the stated annual fee (plus any applicable taxes such as sales tax or GST/HST) to the provided payment method. This authorization applies to the initial term and to automatic renewals, until cancellation. The Customer represents that they are authorized to incur charges on the payment method provided.

- **Pre Authorized Debit (Canada):** For Customers whose billing address is in Canada, each annual renewal constitutes a "business PAD" under Payments Canada Rule H1. Dentalhitec will give you written pre notification of the exact amount at least 10 days before the charge unless you waive that period in writing.

NOTICE OF AUTOMATIC RENEWAL: YOUR CARD WILL BE CHARGED EACH YEAR UNLESS YOU CANCEL

Name:

Signature:

Date:

- **Auto-Renewal:** This SLA will automatically renew at the end of each 12-month coverage term for a successive 12-month term, unless either the Customer or Dentalhitec gives notice of non-renewal or cancellation as described in Section 3.2. Approximately 30 days prior to the renewal date, Dentalhitec will attempt to notify the Customer of the upcoming renewal, including the renewal price and any changes to terms or coverage. On the renewal date, the Customer's credit card on file (or other saved payment method) will be charged the then-current annual fee to extend coverage for another year. By entering this Agreement, the Customer consents to such automatic annual charges. If the Customer wishes to opt out of auto-renewal, they must cancel the plan before the renewal date following the procedures in Section 3.2.
- **Price Changes:** The annual fees listed in Section 2 are current as of the effective date of this Agreement. Dentalhitec reserves the right to change the subscription price for subsequent renewal

terms. Any price change will be communicated to the Customer at least 30 days in advance of the renewal. If the Customer does not agree to a notified price change, the Customer must cancel the plan before the renewal date to avoid being charged the new price; otherwise, continued coverage and failure to cancel will constitute acceptance of the new price, and Dentalhitec will charge the updated amount at renewal.

- **Taxes:** Plan fees are exclusive of any applicable sales, use, goods and services, value-added, or similar taxes. If any such taxes are required by law, they will be added to the charge (unless the Customer provides a valid tax exemption certificate where applicable).
- **Failure to Pay:** If the Customer's payment method is declined or payment is not made when due, Dentalhitec will attempt to contact the Customer to obtain an alternative payment. If payment is not received within a reasonable grace period, Dentalhitec may suspend or cancel the coverage. No services will be provided under an unpaid or lapsed plan. Dentalhitec also reserves the right to cancel the SLA for non-payment (with no further obligation to Customer, and any services already rendered may be billed at standard rates). The Customer is responsible for keeping their billing information and credit card details updated with Dentalhitec to ensure successful auto-renewal charges.
- **Authorization for Incidental Charges:** By signing this Agreement, the Customer expressly consents and authorizes Dentalhitec to charge their credit card on file for any other amounts the Customer incurs under this SLA, such as agreed-upon charges for optional services (e.g., a paid loaner for Basic/CARE Pack), shipping upgrades, non-return fees for loaner or replacement equipment, or damage fees as outlined elsewhere in this Agreement. Dentalhitec will provide notice or an invoice for any such additional charges before charging the card. This payment authorization remains in effect until the Customer cancels the plan and all outstanding fees are paid.
- **No Double Coverage:** The Customer should enroll each Covered Device in only one Dentalhitec SLA plan at a time. If by error a device is enrolled in overlapping Dentalhitec plans, the broader coverage will apply (e.g., if both Basic and CARE Pack were purchased, the CARE Pack benefits would apply during its term), and Dentalhitec will work with the Customer to consolidate coverage or refund any duplicate plan fees.
- **Not an Insurance Contract:** This SLA is a service contract for maintenance and support of the product. It is **not** an insurance policy or insurance contract. It is not a personal injury or property insurance plan. It does not cover loss, theft, or liability to third parties. For example, if the device is stolen or if a patient is injured during its use, those events are outside the scope of this SLA and would not be covered (such risks would fall under property insurance, liability insurance, or malpractice insurance as appropriate). The SLA's function is limited to the repair or replacement of the Covered Device as specified in this Agreement.

3.2 Termination and Cancellation

- **Coverage Term:** Each SLA plan term is 12 months in length (except the device's initial included manufacturer warranty, which is 24 months). The start date of coverage will be specified on your SLA enrollment confirmation. Generally, if the plan is purchased on a new device, the coverage starts on the device purchase date (for CARE plans, providing immediate accidental damage coverage) or after the initial warranty ends (for a Basic Extension bought in advance). If purchased for a device already

in service, coverage for new incidents begins on the plan's effective date (there may be a brief waiting period for accidental damage coverage if required by law or to prevent pre-existing condition claims). Coverage ends at 11:59 PM on the last day of the 12-month term, unless renewed.

- **Cancellation by Customer (Within 30 Days / 60 Days for CA & QC Customers):** The Customer may cancel this SLA for any reason within thirty (30) days of the original purchase date of the plan (the "Effective Date"), provided no service claims have been made during that period. If you cancel within the first 30 days and have not used any SLA services, you will receive a full refund of the plan price paid. If you did use a service within those first 30 days (for example, you requested a repair or maintenance), then a full refund may not be available; Dentalhitec will deduct the value of any services rendered from any refund, or may decline to issue a refund if the value of services provided exceeds the plan cost. To cancel within 30 days, you must notify Dentalhitec in writing (or via an authorized online cancellation process, if available) before the 30-day period elapses. Eligible refunds will be processed within a reasonable time to the original payment method. No cancellation fee will apply for valid cancellations within the first 30 days.
- **Cancellation by Customer (After 30 Days / 60 Days for CA & QC Customers):** After the initial 30 days, the Customer may still cancel the SLA at any time for convenience, but refund eligibility will be subject to the following terms. If you cancel more than 30 days after purchase and no claim or service has been used in the current term, Dentalhitec will provide a pro-rated refund of the unused portion of the term, calculated based on the number of full months remaining. For example, if you cancel at month 6 of your 12-month term with no claims made, you may receive roughly a 6/12 (50%) refund of the annual fee, less any applicable cancellation fee. If you have made any service claims or received any benefits under the SLA during the term (e.g., a repair, a replacement, or a preventive maintenance service), Dentalhitec reserves the right to deduct the value of those services from any pro-rated refund, or to decline to issue a refund for the remainder of the term. Typically, if a major claim was fulfilled (such as a device replacement), refunds will not be given for the remaining term since the primary benefit of the plan has been utilized. Some jurisdictions' laws require pro-rata refunds regardless of claims; in such cases Dentalhitec will comply with applicable law (and any permitted deductions or fees will be applied in accordance with the law). A reasonable administrative cancellation fee (not to exceed \$25 or the maximum allowed by law) may be charged for cancellations after 30 days, except where prohibited.
- **Cancellation Process:** To cancel after 30 days or 60 Days for CA & QC Customers, contact Dentalhitec customer service by phone or email and submit a cancellation request. We may require a written notice with your plan details, device serial number, and the desired cancellation effective date. The effective date for cancellation will generally be the date we receive your request, unless you specify a later date (e.g., you can request that the plan is not renewed at the end of the current term). If a renewal payment was recently processed and you intended to cancel, we may honor a cancellation with refund if your request is received within a short grace period after renewal (for example, within a few days) and no services were used after the renewal – this accommodation may be offered at our discretion or as required by law.
- **Opt-Out of Renewal (Non-Renewal):** If you do not want the SLA to auto-renew for the next term, you may notify us at any time before the renewal date to opt out of renewal. The SLA will then terminate at the end of the current paid term. During the current term, all benefits remain in effect, but the coverage will not extend into a new term. There is no penalty for electing not to renew – you simply won't be charged for or receive coverage beyond the current period. (If you later change your

mind and the device is still eligible, you may be able to re-enroll, but any gap in coverage for CARE plans may require device inspection or a waiting period for accidental damage coverage.)

- **Cancellation by Dentalhitec:** Dentalhitec is committed to providing support for the full term, but under certain rare circumstances, we reserve the right to cancel this SLA before the end of the term. Acceptable grounds for mid-term cancellation by Dentalhitec include:
 - **Fraud or Misrepresentation:** If the Customer is found to have misrepresented the device's condition or identity, engaged in fraud, or attempted to abuse the plan (for example, seeking service for a device not covered by this plan, or intentionally damaging the device to claim service), Dentalhitec may cancel coverage immediately. In such case, no refund will be due for any remaining term, and Dentalhitec may bill the Customer for any costs incurred due to the misconduct.
 - **Unauthorized Repair or Modification:** If the Customer violates Section 3.4 (e.g., has the device repaired by an unauthorized party resulting in damage, or materially altering the device's hardware or software), such that our ability to service the device is compromised, Dentalhitec may terminate the SLA. We will provide notice of cancellation in this event. Refunds for the remaining term will be handled in accordance with our standard policy, but generally no refund is due if cancellation is due to Customer's breach of the agreement.
 - **Device Obsolescence or Ineligibility:** If at any point the device is deemed beyond serviceable condition or reaches an age where service parts are no longer available (for example, if Dentalhitec declares an end-of-life for the product line and can no longer support repairs), Dentalhitec may cancel the SLA. In this scenario (not caused by any fault of the Customer), we will offer either a pro-rated refund of the remaining term or, at the Customer's choice, apply a credit toward a newer model or alternative solution. We may also offer a trade-in or upgrade discount in lieu of continuing coverage.
 - **Non-Payment:** As noted in Section 3.1, if the Customer fails to pay any required fees or charges, Dentalhitec may cancel the plan for non-payment after reasonable attempts to obtain payment. We will notify the Customer of cancellation due to non-payment. The effective date of cancellation may revert to the last date through which the plan was paid (i.e., coverage will be considered lapsed as of the due date). The Customer will not be entitled to services during any period the plan was not paid for, and no refund or credit is provided in a cancellation for non-payment (aside from reinstating coverage if payment is promptly resolved, at Dentalhitec's discretion).

In any case of cancellation by Dentalhitec (other than for Customer fraud/misuse or non-payment), we will provide written notice to the Customer (typically at least 15 days prior to cancellation, or longer if required by law, except in cases of fraud where cancellation may be immediate). Any refund owed (or pro-rated credit) will be described in the notice and provided promptly.

- **Effect of Cancellation/Termination:** Upon cancellation or expiration of this SLA, all coverage and services under this Agreement will cease as of the effective date of termination. Dentalhitec will not be obligated to perform any further services or repairs except those that were authorized prior to the cancellation date. If the Customer had a pending service request at the time of cancellation, we will advise whether that request will be completed under the SLA or not. Generally, if a repair was already in progress and the plan is canceled not due to misconduct, Dentalhitec will complete the repair. After the SLA terminates, the Customer will revert to having only whatever manufacturer warranty applies (if still within that 24-month period) or no warranty if that period has passed. The Customer will then be responsible for any maintenance or repair costs going forward (absent other arrangements).

- **Reinstatement:** If the SLA was canceled or lapsed and the Customer later wishes to re-enroll, the device must still meet the eligibility criteria (under 5 years old and in serviceable condition). Dentalhitec may require the device to be evaluated (at the Customer's expense) or repaired to working condition before allowing a new service plan. We reserve the right to refuse reactivation of coverage for a device that was previously canceled for misuse, fraud, or if parts/service are no longer available.

3.3 How to Obtain Service (Claims Procedure)

If your Covered Device experiences an issue or you require service under this SLA, the following outlines the steps to receive prompt assistance:

1. **Contact Dentalhitec Support:** As soon as a problem is noticed, the Customer should contact Dentalhitec's support team to report the issue. Basic plan customers should use the standard support line during business hours; CARE Pack and Plus customers can use the priority support channels provided (Plus members have a dedicated hotline for immediate attention). Be prepared to provide your device model, serial number, and a description of the problem. Our support staff will verify your SLA coverage and guide you through initial troubleshooting. In some cases, issues can be resolved remotely (for example, assistance with device settings or identifying user-correctable errors).
2. **Remote Troubleshooting:** Dentalhitec may ask you to perform certain steps or tests to diagnose the problem. This could include checking connections, power status, performing a device reset, or providing any error codes or indicator lights. Cooperation with these troubleshooting steps helps ensure that the device truly needs repair and that the appropriate remedy is identified. If the issue cannot be resolved remotely and appears to be a hardware failure or accidental damage covered by the plan, a service request will be initiated.
3. **Service Authorization (RMA):** If the device requires repair or replacement, Dentalhitec will issue a Return Merchandise Authorization (RMA) or service ticket number. This RMA authorizes you to send the device in under the SLA for evaluation and service. Dentalhitec will document the issue and the coverage (for example, whether it's a manufacturing defect or accidental damage claim). We will also note if you are eligible for a loaner or advance replacement under your plan (CARE Pack Plus, or CARE Pack with add-on).
4. **Shipping the Device:** Depending on your plan level:
 5. **Basic Plan:** You are responsible for arranging and paying for shipping the device to the designated Dentalhitec service center. Dentalhitec will provide the service center address and instructions. You should package the device securely (ideally in its original packaging or equivalent protective materials) to prevent damage in transit. It is recommended to use a trackable shipping method and insure the shipment for the value of the device (insurance is optional but at your risk if not insured). Be sure to include a copy of proof of purchase or your SLA confirmation and the RMA number inside the package to facilitate identification.
 6. **CARE Pack:** Dentalhitec will provide you with a prepaid shipping label for a standard ground service (or coordinate a courier pickup) to send the device to our service center. You are responsible for properly packing the device. Drop off the package or arrange the pickup as instructed. Retain the

tracking number for your records. Shipping costs are covered by Dentalhitec under this plan, but you must ensure the device is packaged securely; if additional damage occurs in transit due to inadequate packaging, it may complicate the repair process.

7. **CARE Pack Plus:** Dentalhitec will arrange expedited shipping for your device. In many cases, especially if a loaner or advance replacement is being sent, we will include packaging materials and a prepaid overnight return label for your original device. For example, a courier may deliver the loaner/replacement to you and you will place your defective unit in the same packaging to send back. Dentalhitec handles all shipping logistics and costs under Plus. You must still ensure the device (and any included accessories) are returned securely packed. If you are in a location outside the continental U.S. or Canada, we will coordinate the fastest practical shipping method; any required customs documentation will be provided, but you will need to follow instructions to avoid duties on the temporary export/import for repair.

Always include the RMA number and your contact information inside the shipment. Remove any personal attachments or accessories from the device (such as disposable needles, cartridges, or any add-ons not needed for the repair) unless instructed otherwise by support. You are responsible for backing up or saving any custom settings or configurations (if applicable) before sending the device, as the device may be reset or replaced. (Typically, these devices do not store user data, so this is usually not a concern.)

1. **Repair/Replacement Process:** Once the device is received at our service facility, Dentalhitec's authorized technicians will inspect and diagnose the problem. Repairs will be performed to restore the device to full functional condition, using genuine Dentalhitec parts or other manufacturer- approved components. If the device is not repairable (e.g., due to excessive damage or a defect that is not feasible to fix quickly), Dentalhitec will provide a replacement unit of the same model or an equivalent model with equal or better features, at no cost to the Customer. We strive to complete repairs or arrange replacements promptly. Typical turnaround times are as follows:
2. **Basic/CARE Pack:** Repairs are usually completed within 5–10 business days from receipt of the device at our facility (shipping time not included).
3. **CARE Pack Plus:** Repairs or replacements are expedited, often completed within 1–3 business days from receipt, or an advance replacement shipped out within 1 business day of the service call when applicable (as described above). If a required part is backordered or an unusual delay occurs, we will inform you of the status and provide an updated timeline. For Plus customers using a loaner or receiving an advance replacement, you can continue using the provided device during any extended repair period.

After repair, the device will be tested to ensure it meets performance specifications and safety standards. If a replacement device is provided, the replacement unit will be tested as well. Dentalhitec will then return the repaired or replacement device to you using the return shipping method appropriate for your plan (ground for Basic/CARE, or expedited for Plus). A repair report or service summary will typically be included with the returned unit.

1. **Loaner Device Use and Return:** (Applicable if you received a loaner or advance replacement under CARE Pack Plus, or under CARE Pack with the loaner add-on.) If a loaner device is provided for your use:
2. You are expected to take reasonable care of the loaner device and use it in accordance with its instructions, just as you would your own device. Do not attempt to open, modify, or perform any unauthorized maintenance on the loaner.

3. If the loaner experiences any issues while in your possession, inform Dentalhitec immediately so we can assist or replace the loaner if necessary.
4. When your original device (or a permanent replacement unit) is returned to you and is functioning properly, you must return the loaner promptly (typically within 7 days of receiving your repaired/ replaced unit, unless otherwise specified). Use the prepaid return label provided and ensure all accessories that came with the loaner (e.g., power supply, case) are returned as well.
5. The loaner must be returned in substantially the same condition as it was delivered, aside from normal wear from proper use. If the loaner is not returned, or is returned damaged due to misuse or neglect, Dentalhitec reserves the right to charge your credit card for the value of the unreturned or damaged device (less any normal depreciation). We will notify you before making such charges and provide an opportunity to ship the item or discuss the damage. These measures are to ensure loaners remain available for other customers who need them.
6. **Completion of Service:** Once your original device is repaired and returned, or you have received a replacement unit (which then becomes the covered device), the service incident is considered resolved. The repaired or replacement device continues to be covered under your SLA plan for the remainder of the term. (If the original issue was not fully resolved or recurs immediately, Dentalhitec will treat it as a continuation of the same claim and will make it right without it counting as a new incident.) Replacement devices provided by Dentalhitec take on the remaining SLA coverage of the original device; receiving a replacement does not extend your coverage term unless explicitly stated. For example, if you had 4 months left in your coverage term when a device was replaced, the replacement is covered for the remaining 4 months under this SLA (after which you would renew as normal). Dentalhitec's records will be updated with the new device's serial number tied to your plan.
7. **Service Records:** Dentalhitec maintains records of all service requests, repairs, and replacements performed under this SLA. You may request a service report or history at any time for your records. It's a good practice for the Customer to keep their own records of any communications, shipping tracking numbers, and service documents as well.
8. **If a Claim is Denied or Disputed:** In the rare case that Dentalhitec determines the issue reported is not covered under the SLA (for example, if it falls under an exclusion in Section 3.5, or the device is found to be ineligible), we will inform you of the denial of coverage and the specific reason. You will then have the option to proceed with a repair at your own cost (we can provide an estimate), or have the device returned to you without repair. If you believe a denial is in error, you may request escalation through Dentalhitec's customer relations department. We will work in good faith to review any disputed decision. Any unresolved disputes can be addressed through the dispute resolution process outlined in Section 3.7. We strive to be fair and transparent in coverage determinations and will always explain our findings.

Important: Only Dentalhitec or its authorized service providers are permitted to service the device under this SLA. Do **not** take the device to an unauthorized repair center or attempt to fix it yourself and then seek reimbursement – such actions will void coverage (see Section 3.4 and 3.5). Always follow the official procedure above to receive service.

3.4 Customer Responsibilities and Obligations

To ensure proper functioning of the Covered Device and the validity of this SLA coverage, the Customer agrees to the following responsibilities:

- **Proper Use and Care:** The Customer will use the device only for its intended purpose and in accordance with Dentalhitec's instructions and user manuals. This includes following all operational guidelines (for example, using the device only for dental anesthesia injections as it is designed, and only by qualified personnel) and adhering to environmental and power requirements (e.g., keeping the device within recommended temperature ranges, not exposing it to excessive moisture or corrosive chemicals, etc.). The device should be handled with care. While accidental drops are covered under CARE plans, the Customer should not willfully or recklessly abuse or mistreat the device. Gross negligence in handling or storage (for instance, repeatedly dropping the device or using it in a hazardous manner) may be considered misuse and could void coverage for resulting damage.
- **Maintenance and Cleaning:** The Customer should perform routine maintenance and cleaning as recommended in the device's user manual. For example, regularly clean the device's exterior with approved disinfectants, ensure that any vents or openings are kept clear of dust, and charge any batteries properly. If the device has user-replaceable parts or consumables (such as O-rings, filters, etc.), they should be replaced at the advised intervals. Under CARE and Plus plans, since one annual preventive maintenance by Dentalhitec is included, the Customer is encouraged to utilize this service each year. Proper upkeep helps prevent failures; failure to perform basic care might be considered neglect if it directly causes a malfunction. (However, failure to send the device for preventive maintenance, by itself, will not void coverage—unless the lack of maintenance leads to damage that could have been avoided.)
- **No Unauthorized Repairs or Modifications:** The Customer shall not attempt to service, open, disassemble, or modify the device themselves, nor allow any repairs by third parties not expressly authorized by Dentalhitec. Any tampering with the device's internal components or unauthorized modifications (hardware or software) will void this SLA coverage. Similarly, installing unapproved firmware or software on the device without Dentalhitec's permission may void coverage. The device is a precision instrument; breaking factory seals or altering its configuration outside of official channels is prohibited under this Agreement. If the device is not functioning correctly, always contact Dentalhitec for service rather than seeking outside repair. Dentalhitec is not responsible for any damage or additional costs incurred from unauthorized repair attempts, and such damage is not covered.
- **Use of Genuine Parts and Accessories:** The Customer should use only Dentalhitec-approved accessories, consumables, and replacement parts with the device. For example, use the correct Dentalhitec power supply/charger, and the recommended needle cartridges (such as Effitec® needles or other approved needles). Using incompatible or sub-standard third-party accessories can damage the device (e.g., using an incorrect voltage adapter could harm the electronics). Damage or failures caused by the use of unauthorized supplies or accessories are excluded from coverage, as they constitute misuse. (Note: If you have questions about whether a particular accessory or consumable is approved, please contact Dentalhitec.)

- **Environmental Conditions:** The Customer must not expose the device to extreme conditions outside of those specified by the manufacturer. This includes avoiding exposure to extreme heat or cold, liquids (beyond the limited exposure allowed for cleaning per the manual – the device is an electronic medical device and generally should not be submerged or sterilized in an autoclave unless specifically stated), or excessive shock. The device should be stored in a safe, dry place when not in use. Damage from natural disasters or environmental extremes (fire, flooding, power surges, etc.) is generally not covered (see Section 3.5), so the Customer should take reasonable precautions (e.g., use a surge protector, keep the device in a secure location).
- **Device Identification:** Do not remove, deface, or obscure the device's serial number or any identification labels. The serial number is used to verify coverage and track service history. Coverage may be void if the serial number is removed or illegible, as Dentalhitec may not be able to confirm the device's identity or eligibility. If the serial number label becomes damaged or falls off, inform Dentalhitec – we will attempt to verify the device through other means (like internal electronic serials or purchase records) and re-label the device if possible.
- **Notification of Changes:** The Customer should notify Dentalhitec of any change in ownership of the device or if the device is moved to a different location or country. (SLA coverage is region-specific – see Geographic Limitations in Section 3.5. This SLA is intended for use in the U.S. and Canada. If you move the device outside these countries, certain services might not be available.) If you sell or transfer the device, the SLA does not automatically transfer to the new owner without Dentalhitec's approval (see Section 3.7(B) on transferability).
- **Timely Reporting of Issues:** To make the most of coverage, the Customer should report issues promptly. If you continue to use a malfunctioning device, it could lead to further damage that may not be covered if it's found to result from neglect. For example, if a warning light indicates a problem and you ignore it until the device fails completely, the subsequent damage might be more extensive. Promptly reporting and addressing problems can prevent a minor issue from becoming a major one and helps ensure coverage.
- **Follow Instructions for Service:** The Customer agrees to follow Dentalhitec's instructions when seeking service under this SLA. This includes properly packaging the device for shipment (as instructed), including necessary documentation, and following any RMA procedures. When using a loaner or receiving a replacement, the Customer must adhere to the return policies for those devices.
- **Backup of Data/Settings:** While the Covered Devices typically do not store personal data, if the device has any user-programmed settings or configurations, the Customer is responsible for noting or backing up those settings before service. Dentalhitec is not responsible for any loss of user configurations during repair or replacement (devices may be reset to factory defaults or have updated firmware applied).
- **Safe and Lawful Operation:** The Customer is responsible for operating the device in a safe manner and in compliance with all laws and regulations (e.g., only licensed dental professionals should use the device on patients, and all standard medical precautions and protocols should be followed). This SLA does not cover any damage or liability arising from improper clinical use. Use of the device in a

manner contrary to its intended medical purpose or in violation of regulations could void coverage for resulting damage and may have other legal implications.

- **Mitigation of Damage:** In the event of a device malfunction or damage, the Customer should take reasonable steps to mitigate any further damage. For example, if the device is making an abnormal noise or overheating, turn it off and unplug it rather than continuing to operate it until it breaks. If a component is loose or damaged, discontinue use and secure it rather than causing additional strain. These actions help preserve the device and facilitate effective repairs.

By fulfilling the above obligations, the Customer helps maintain the device's good working condition and ensures eligibility for SLA coverage. Failure to meet these obligations may result in denial of a particular claim or, in severe cases, cancellation of the SLA. Dentalhitec will generally work with the Customer and provide warnings for minor issues, but we reserve the right to enforce these conditions strictly to protect both parties and maintain the integrity of the service program.

3.5 Exclusions and Limitations of Coverage

While the SLA plans are comprehensive, there are certain conditions and types of damage that are **excluded** from coverage. The following are **not covered** under any SLA plan (Basic, CARE, or Plus) except as explicitly noted otherwise:

- **Deliberate Damage or Abuse:** Any damage or loss that is intentional or the result of willful misuse or abuse by the Customer (or anyone acting on their behalf) is not covered. The SLA covers accidental damage, but not damage caused by deliberately subjecting the device to harm. Similarly, gross negligence or use of the device in obviously inappropriate ways is not covered. (For example, using the injector device as a hammer, or dropping it repeatedly on purpose, would void coverage.)
- **Unauthorized Repair or Modification:** Damage or malfunctions caused by repairs attempted by unauthorized persons, or by modifications/upgrades not provided or approved by Dentalhitec, are excluded. If an unauthorized repair or alteration results in damage or alters the device's performance, any subsequent failure may be excluded from coverage. Additionally, if non-genuine parts are installed in the device without authorization, any related problems are not covered.
- **Use of Unauthorized Parts/Accessories:** As noted in Section 3.4, damage resulting from the use of improper consumables or accessories is not covered. This includes using non-Dentalhitec needles or attachments that physically or electrically damage the device, using incorrect power adapters or chargers, or installing batteries that are not approved for the device. If an accessory or consumable not supplied or recommended by Dentalhitec causes a failure, that failure is outside the SLA coverage.
- **Natural Disasters and Force Majeure Events:** Damage or loss caused by events outside of human control (often called "acts of God") is not covered by this SLA. This includes, but is not limited to: fire, flood, earthquakes, hurricanes, tornadoes, other extreme weather or natural events, power surges or lightning strikes, acts of war or terrorism, and similar catastrophic events. For instance, if your office experiences a flood or fire and the device is destroyed or water-damaged, such destruction is beyond the scope of this service contract (those events are typically covered by property insurance, not by an equipment service plan).

- **Theft or Loss of the Device:** The SLA does not cover situations where the device is lost, stolen, or disappears. We require the physical device to be provided in order to perform repairs or replacements. If the device cannot be produced (because it was lost or stolen), we cannot service it under this Agreement. Loss or theft should be covered by your business insurance or a separate property insurance policy, not by this SLA. (If a stolen device is later recovered and is within its coverage term, contact us to discuss evaluation and possible continuation of coverage, but no coverage applies during the period it was missing.)
- **Cosmetic Damage:** Cosmetic imperfections or damage that does not affect the device's functionality are not covered. For example, scratches, scuffs, minor dents, discoloration, or paint chipping on the device's exterior finish do not impede operation and are not eligible for repair or replacement under the SLA. The focus of coverage is on functional issues. (Under Plus plans, during preventive maintenance, we may at our discretion replace certain cosmetic external parts if they are severely worn or cracked, but this is not guaranteed and cosmetic refresh is not the primary purpose of the SLA.)
- **Consumable Items and Expendable Parts:** Items that are consumed or routinely replaced during normal use of the product are generally not covered for free replacement under the SLA, unless explicitly stated. This includes disposable or single-use items like needles, cartridges, syringe tips, or any other consumables that are intended to be used up and replaced frequently as part of the device's operation. Also, accessories such as carrying cases, stands, or other peripherals are not covered if they are lost or damaged (they can typically be purchased separately).
- **Battery Coverage:** If the device includes a rechargeable battery or other component that has a natural limited life, the SLA covers it only to the extent that its failure is premature or due to a defect. For example, under CARE plans, if a battery fails to hold charge significantly sooner than expected or has a defect, we will replace it as part of restoring device functionality. However, a battery simply wearing out after a normal lifespan (e.g., after several years of heavy use) may be considered normal wear-and-tear. Under the Basic plan, battery degradation after the initial warranty period is not covered (unless it can be traced to a specific defect). Under CARE plans, we will treat a failing battery as a covered functional failure if it meaningfully impacts device usability.
- **Preventable Damage due to Negligence:** Damage that could have been reasonably prevented by proper use or maintenance, where the Customer neglects to take such preventive steps, may be excluded. For example, if the device has air intake vents that require occasional cleaning and it overheats and fails because those vents were never cleaned and became clogged with dust, that failure might be considered the result of neglect. While we understand accidents happen, the SLA expects customers to exercise basic care. We will evaluate such scenarios on a case-by-case basis and strive to be fair; a claim might be denied or partially excluded if clear negligence led to the damage.
- **External Equipment and Utilities:** The SLA covers only the Covered Device itself (and any covered accessories specifically listed, if any). It does not cover any external equipment, devices, or systems that are connected to the Covered Device. For instance, if a wall outlet or power strip malfunctions and causes damage to the device, the device's repair is covered (unless excluded as a power surge event outside our control), but we do not cover damage to the outlet or any other equipment. Similarly, if the device is connected to a computer or other system, and an issue arises from that

external connection, our coverage is limited to our device; any other equipment is not covered. The SLA also does not cover any facility or utility issues such as electrical supply problems, plumbing leaks, or other environmental factors beyond the device's scope.

- **Medical or Professional Liability:** This SLA does not cover any claims or liabilities for injuries, harm, or damages to persons or property arising from the use (or inability to use) the device, other than the device itself. For example, if a patient experiences an injury or an insufficient anesthesia result, or if you are unable to treat a patient because the device is malfunctioning, those outcomes are not covered by this SLA. Any such issues would fall under professional liability or malpractice considerations, not equipment service. Our responsibility under this SLA is strictly to the device's repair or replacement.
- **Use in Violation of Law or Regulation:** If the device's failure or damage is a direct result of the Customer using the device in a manner that violates applicable laws or regulations, or outside the scope of the device's regulatory approvals, the damage may not be covered. For example, if someone attempted to use the device for a purpose it is not approved for, or in a region where it is not licensed for use, and it resulted in damage or confiscation of the device, those situations would be outside the SLA scope.
- **Serial Number/Identification Issues:** If the device's serial number or any unique identifier has been removed, defaced, or is illegible, and Dentalhitec cannot verify coverage or the device's identity, we may deny service. This is because we need to confirm that the device is the one covered under the SLA and within the eligible age. Always keep the serial number intact and legible; contact us if it becomes unreadable.
- **Geographical Limitations:** This SLA is intended for customers within the United States and Canada. Service is provided primarily in these regions. If the Customer relocates or takes the device outside of the U.S. and Canada, certain SLA benefits may not be available or may require additional charges. Specifically, standard shipping coverage is limited to domestic shipping within the U.S. and Canada. Dentalhitec will attempt to accommodate service requests from other locations (for example, if a device is temporarily used overseas), but the Customer might be responsible for shipping costs or may need to ship the device to a service center in the U.S. or Canada at their own expense. Additionally, if local laws in the new location impose restrictions (such as import/export controls or certification requirements) that make service impractical, Dentalhitec reserves the right to cancel the SLA (with an appropriate refund for the unused term). We advise informing Dentalhitec before moving a device internationally to discuss options.
- **Pre-Existing Conditions:** This SLA only covers incidents that occur or are reported during the coverage term after the plan purchase. Any issues that were present prior to purchasing the SLA (or prior to the current term, if renewed) are not covered, unless expressly acknowledged and accepted by Dentalhitec in writing. For instance, if you buy a service plan for a device that is already malfunctioning or damaged, that existing problem will not be covered because it predates the plan. Dentalhitec may require an inspection of an older device before allowing it to be covered, to document its condition. Similarly, any damage that occurred during a lapse in coverage (if a plan expired and was later renewed) would be treated as pre-existing if you attempt to claim it after reactivation.

- **Indirect or Consequential Loss:** While not a “coverage” item per se, it is important to understand that this SLA does not cover indirect costs, incidental damages, or consequential losses related to device issues. This means we will not pay for things like lost income, lost profits, business interruption, downtime costs, or any other secondary costs that you might incur due to the device being out of service. For example, if you have to reschedule patients or rent a substitute device because yours is being repaired, those costs or losses are not covered by this SLA. The sole remedy provided by this SLA is the repair or replacement of the device itself as described. (See Section 3.6 for limitation of liability.)

In summary, the SLA is designed to cover normal use failures and accidents to the device itself, but it does not cover intentional damage, misuse, catastrophic loss, or external factors beyond the device’s operation. If a claim falls under an exclusion, Dentalhitec will explain the reason for denial. We may still offer to service the device on a paid basis or offer a discount on a replacement in such cases, but that would be outside the SLA coverage.

3.6 Limitations of Liability

Dentalhitec is committed to fulfilling its obligations under this SLA to repair or replace your Covered Device as needed. However, our liability is strictly limited to those obligations expressly stated in this Agreement. By entering into this SLA, the Customer acknowledges and agrees to the following limitations on Dentalhitec’s liability:

- **Exclusive Remedy:** The services provided under this SLA (i.e., repair or replacement of the Covered Device, and related support services) are the Customer’s exclusive remedy for any issues or defects with the device or for any failure by Dentalhitec to meet its obligations. To the fullest extent permitted by law, the Customer will not seek any remedies or damages from Dentalhitec other than those outlined in this Agreement. Dentalhitec’s maximum liability under this SLA is capped at the lesser of (a) the original purchase price of the Covered Device, or (b) the cost of a replacement device of the same or similar model. In other words, our liability will not exceed the cost to replace your device with a new one, as that is essentially the worst-case service we would provide.
- **No Consequential or Indirect Damages:** Dentalhitec shall **not** be liable for any indirect, incidental, special, or consequential damages arising from or related to the use of the device, the failure of the device, or the provision (or delay) of services under this SLA. This exclusion includes, but is not limited to: lost profits or revenue; loss of business opportunities or goodwill; loss of data or records (noting that the device does not store data, but hypothetically); downtime costs; the cost of substitute equipment or services; or any other incidental costs related to the malfunction or unavailability of the device. For example, if the device fails during a procedure and causes inconvenience or requires rescheduling patients, or if you incur costs renting a backup device, Dentalhitec is not responsible for compensating those losses or expenses under this Agreement. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply in those jurisdictions to the extent prohibited by law, but it will apply to the fullest extent permitted.
- **No Additional Warranties:** Other than the express commitments stated in this SLA, Dentalhitec makes no further warranties or guarantees regarding the Covered Device or the services. To the maximum extent permitted by law, we disclaim any implied warranties or conditions, including any

implied warranty of merchantability or fitness for a particular purpose, except to the extent that such disclaimers are prohibited by law. In other words, we are not extending any warranty on the product beyond what is in this service contract; we are simply agreeing to service it per these terms. (If an implied warranty cannot be disclaimed due to jurisdictional rules, then any remedies under such implied warranty are limited to those available under this SLA, to the extent allowable.)

- **Preservation of Implied Warranties (U.S.):** Nothing in this Agreement is intended to disclaim or modify any implied warranties that cannot lawfully be disclaimed under the federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. Where state law forbids the exclusion or limitation of an implied warranty, such implied warranty shall last for the shorter of (a) the remainder of the original manufacturer's written warranty, or (b) ninety (90) days after Dentalhitec returns a repaired or replacement Device to you. "This service contract gives you specific legal rights, and you may also have other rights which vary from state to state
- **No Guarantee of Continuous Operation:** Dentalhitec does not guarantee that the device will operate without interruption or error, or that it will meet any specific performance criteria required by the Customer. Our commitment is to repair or replace the device when it fails under covered conditions; we do not assume liability for any device failing to meet the Customer's needs or expectations in real-time use, beyond our obligations to fix it
- **Service and Turnaround Times:** While we strive to meet the service timelines described (and Plus plans have expedited service), Dentalhitec does not guarantee any specific turnaround time or uptime for the device. We are not liable for any delays in performing service or providing a loaner, whether due to shipping delays, parts availability, or other circumstances (see Force Majeure below). Your remedy for a delay is limited to potentially an extension of your coverage term equivalent to the delay (at Dentalhitec's discretion), not monetary compensation.
- **Third-Party Liability and Indemnification:** Dentalhitec is not liable for any injury, death, or property damage to third parties arising from the use or inability to use the device. The Customer is solely responsible for how the device is used in their practice. The Customer agrees to indemnify and hold Dentalhitec (and its affiliates, employees, and agents) harmless from any third-party claims or lawsuits, including reasonable attorney's fees, arising out of the Customer's misuse of the device or violation of law in the use of the device. This means if someone else (e.g., a patient or employee) sues because of something related to the device's use that is not attributable to a defect we failed to fix, the Customer will not involve Dentalhitec in that claim.
- **Force Majeure:** Dentalhitec will not be liable for any failure or delay in performing its obligations under this SLA due to circumstances beyond its reasonable control, including but not limited to: natural disasters, acts of government, acts of terrorism or civil unrest, labor strikes, supply shortages, transportation disruptions, epidemics or pandemics, or other force majeure events. If such an event occurs, our time for performance will be extended for the duration of the event. This provision simply acknowledges that some events might prevent us from performing timely service despite our best efforts, and we won't be considered in breach in those situations.
- **Relationship to Product Warranty:** This SLA is separate from, and in addition to, any standard product warranty provided by the manufacturer. During the manufacturer's warranty period (the first 24 months), any claims that fall under the manufacturer's warranty (manufacturing defects) may be handled either through that warranty or through this SLA (Basic or CARE plans), as applicable. However, any rights or remedies you have under the manufacturer's warranty or under statutory warranty laws are independent of this SLA. This SLA does not limit those rights (as noted in Section 1 under Statutory Rights Preservation). Any services provided under this SLA for an issue that could also be a manufacturer's warranty claim are provided as a convenience and do not waive or reduce the manufacturer's obligations. Conversely, once the manufacturer's warranty expires, your only coverage for new issues is under this SLA (if active).

- **State/Provincial Law:** This Agreement gives you specific contractual rights. You may have additional rights under state or provincial law that are not waived by this Agreement. For example, in some jurisdictions, certain warranty disclaimers or liability limitations may not apply to consumer transactions. In such jurisdictions, the limitations and exclusions of liability in this Section 3.6 shall apply to the maximum extent permitted by law, and if any provision is held unenforceable, it shall be deemed adjusted to comply with the minimum requirements of law (see Severability in Section 3.7). Nothing in this SLA is intended to contravene or deprive the Customer of any non-waivable protections under applicable law.

In summary, Dentalhitec's liability under this SLA is limited to servicing or replacing your device as described in the contract. We do not assume liability for any broader losses or damages that may result from device problems. The pricing of this service plan reflects this allocation of risk (i.e., it is not priced as an insurance product for all possible losses).

3.7 Other Provisions

A. Term and Renewal Summary: This Agreement becomes effective on the date of SLA purchase (or a later specified start date if agreed) and continues for 12 months, renewing automatically unless canceled (see Sections 3.1–3.2). SLA coverage for a specific device will not extend beyond five (5) years from the device's original retail purchase date, as plans are not offered on devices older than 5 years (unless Dentalhitec grants an exception in writing). Dentalhitec is not obligated to renew a plan if the program is discontinued or if the device model is obsolete, but in such cases, we will inform the Customer of options (such as an upgrade program or alternative support arrangements).

B. Transferability: This SLA coverage is tied to the original Customer (purchaser) and the specific Covered Device by serial number. It is generally not transferable to a new owner or to a different device. If the Customer sells or otherwise transfers ownership of the Covered Device, the SLA does **not** automatically transfer to the new owner. However, Dentalhitec may allow a one-time transfer of the remaining coverage term to the new owner on a case-by-case basis. To request a transfer, the original Customer (or new owner) must contact Dentalhitec with the device details and new owner information. Dentalhitec may require proof of the device's condition and original purchase. Approval of transfer is at Dentalhitec's discretion and may be withheld if, for example, the device is being moved out of the covered region or if there are outstanding payments. If a transfer is approved, the new owner will be bound by all terms and conditions of this SLA. If transfer is not approved or not requested, the SLA will be canceled as of the date of ownership transfer (and the original owner may be entitled to a pro-rated refund for the remaining term, per Section 3.2, if they notify us). Note: You cannot transfer this SLA to a different device model. If your device is replaced under warranty or SLA with a new unit, the coverage can continue on that replacement (as described earlier), but if you upgrade to a newer model entirely, you would need to purchase a new SLA for that device (we may offer credits or pro-rated adjustments if you upgrade through us).

C. Entire Agreement: This SLA document, along with your SLA purchase receipt or confirmation and any written amendments or addenda signed by Dentalhitec, constitutes the entire agreement between Dentalhitec and the Customer regarding the service plan for the Covered Device. It supersedes any prior or contemporaneous agreements, communications, or representations (whether oral or written) concerning the subject matter. No oral or written statements by any Dentalhitec employee, distributor, or reseller can alter the terms of this SLA unless officially documented in a written amendment signed by an authorized Dentalhitec representative. The Customer should not rely on any representation about coverage or terms

that is not contained in this Agreement. If there is any inconsistency between this SLA and any other materials or advertisements describing the plan, the terms of this SLA shall control.

D. Amendments: Dentalhitec reserves the right to modify the terms of this SLA for future enrollments or renewals. Any material changes to the program terms will be communicated to you in writing (which may include email, or an update posted on our website). If this SLA is updated at the time of renewal, the Customer will have the opportunity to review the new terms and decline renewal if they do not agree. Any amendment will not affect the current term unless required by law; changes will typically apply from the next renewal onward. No amendment or modification to this Agreement will be binding unless made in writing and, for changes initiated by the Customer, signed by an authorized representative of Dentalhitec. (For example, a customer's request for special terms would need a written consent from Dentalhitec to be valid.)

E. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, for customers in the United States, and by the laws of the Province of Ontario and the federal laws of Canada applicable therein for customers in Canada, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.

For U.S. customers, the parties agree that the exclusive jurisdiction for any legal action arising out of or relating to this Agreement, or the SLA services shall be the state or federal courts located in Houston, Texas, and the Customer consents to the personal jurisdiction of such courts. For Canadian customers, the parties agree that the courts of the Province of Ontario (in the City of Toronto) shall have exclusive jurisdiction over any such disputes, and the Customer consents to the jurisdiction of those courts. **However**, if you are a consumer in a jurisdiction that prohibits the foregoing choice of jurisdiction or that gives you the right to resolve disputes in your home jurisdiction, nothing in this section is intended to limit your rights under such laws. In such cases, proceedings may be brought in the courts of your province or state of residence as required by applicable law. Furthermore, any applicable rights under consumer protection legislation regarding venue or applicable law are preserved.

F. Dispute Resolution and Arbitration (where permitted): For Customers in the United States, Dentalhitec may elect to resolve any dispute arising out of or relating to this Agreement through binding arbitration in lieu of court litigation. Such arbitration would be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If we elect arbitration, Dentalhitec will bear any administrative and arbitrator fees required by the AAA for claims under a certain dollar amount, as required by the rules. The Customer may opt out of this arbitration agreement by notifying Dentalhitec in writing within 30 days of first purchasing the SLA, stating their desire to opt out. If not opted out, the Customer acknowledges that they are waiving the right to a trial by jury and the ability to participate in a class or representative proceeding in court. The arbitration (or any court proceeding if applicable) will be on an individual basis only; **class actions are not permitted.**

For Customers in Canada, if permitted by law, Dentalhitec and the Customer agree to submit to binding arbitration under similar terms, administered by a recognized arbitration body in Canada (such as ADR Institute of Canada) and subject to applicable arbitration legislation. The Customer may similarly opt out in writing within 30 days of purchase. **Important:** If you are a consumer in a jurisdiction that does not allow mandatory arbitration or class action waivers for consumer contracts (for example, some provinces in Canada prohibit pre-dispute arbitration clauses for consumer goods, and some U.S. states limit such clauses), then this arbitration clause (and class action waiver) does **not** apply to you to the extent of such

prohibition. In such cases, you retain the right to resolve disputes in court and to participate in a class action if applicable, and the venue and law provisions in section E (or as provided by law) will govern. This arbitration agreement does not apply to claims brought in small claims court or to requests for injunctive relief to protect intellectual property.

G. Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, that provision shall be deemed severed from the Agreement and the remaining provisions shall remain in full force and effect. If a provision can be reasonably modified or partially enforced to make it valid and enforceable, the court or tribunal is empowered to so modify the provision and enforce it as modified to effect the intent of the parties, to the extent permissible by law. The purpose of this clause is to ensure that the Agreement can continue without any provision that is deemed unlawful, and to preserve the parties' overall understanding to the maximum extent.

H. Waiver: No waiver of any term or condition of this Agreement, or of any breach or default, shall be valid unless in writing and signed by the party against whom the waiver is to be enforced. No waiver by Dentalhitec of any breach of this Agreement by the Customer shall constitute a waiver of any other breach, whether of the same or any other provision. Similarly, failure or delay by either party to enforce any right or provision of this Agreement shall not be deemed a waiver of that provision or any other provision. For example, if Dentalhitec does not strictly enforce a requirement (such as timely payment) on one occasion, it does not relinquish the right to enforce it in the future.

I. Subcontracting and Assignment by Dentalhitec: Dentalhitec may assign this Agreement or delegate any of its obligations hereunder to an affiliate or to a third-party service provider (for example, we might engage an authorized repair center in Canada to service devices locally, or transfer the administration of the plans to a successor entity in the event of a corporate reorganization). Any such assignment or subcontract will not affect the service level you receive – Dentalhitec will remain responsible for ensuring that the obligations are met. The Customer will be notified of any material assignment of this Agreement. The Customer may not assign or transfer this Agreement or any rights or obligations under it to another party without Dentalhitec's prior written consent, except as provided in the transferability clause (Section 3.7(B)). Any attempted assignment by the Customer in violation of this provision is null and void.

J. Notices: Any official notices or communications between the parties regarding this Agreement shall be in writing. Notices to Dentalhitec should be sent to our address of record (Dentalhitec Americas, 3535 W. 12th St, Houston, TX 77008, Attn: Service Plan Administrator) or to an official email address designated by Dentalhitec for such communications. Notices to the Customer will be sent to the mailing address or email address provided at the time of plan enrollment, unless updated by the Customer through written notice to Dentalhitec. It is the Customer's responsibility to keep their contact information current. Notices will be deemed given: (i) if by hand or courier delivery, upon receipt; (ii) if by mail (postal service), three (3) business days after being deposited in the mail with proper postage; or (iii) if by email, on the day of transmission if sent on a business day during normal business hours (otherwise on the next business day), provided no bounce-back or error message is received.

K. Headings and Interpretation: Section headings in this Agreement are for convenience and reference only and do not affect the interpretation of the provisions. Words used in the singular include the plural and vice versa, as appropriate to the context. The words "including" or "includes" shall be read as "including without limitation." This Agreement shall not be construed against the drafter (each party has had

opportunity to review and negotiate the terms). In case of any ambiguity, the language will be interpreted as to its fair meaning and not strictly for or against any party.

L. Language: The parties confirm that it is their wish that this Agreement, as well as all documents, notices, and communications related to this Agreement, be drawn up in the English language. *Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, avis et communications s'y rattachant, soient rédigés en langue anglaise.* If Dentalhitec provides a translation of this Agreement in another language, the English version will control in the event of any conflict or inconsistency (unless the law of your jurisdiction requires otherwise).

M. Customer Acknowledgment: By enrolling in this service plan (and by signing below or electronically accepting), the Customer acknowledges that they have read and understood the terms of this Service Level Agreement, and that they agree to be bound by these terms and conditions. The Customer also acknowledges that they have had the opportunity to ask questions and, if needed, consult legal counsel or other advisors before agreeing. If the Customer is an entity (such as a dental clinic or company), the individual accepting or signing this Agreement represents and warrants that they have the authority to bind that entity to these terms.

N. State/Provincial Specific Terms: The provisions of this Agreement are intended to comply with applicable laws governing service contracts and warranties. In certain states or provinces, specific requirements or disclosures may apply that augment or supersede some of the terms herein (for example, laws regarding cancellation rights, arbitration, or implied warranties for consumers). Dentalhitec will comply with all such requirements. Any provision of this Agreement which is prohibited or unenforceable in your jurisdiction shall be considered modified to the minimum extent necessary to comply with local law, or if required, omitted from the Agreement, without affecting the validity of the remainder of the Agreement. Any statutory terms required to be included in this type of contract are deemed to be incorporated herein. For instance, residents of Quebec are entitled to certain mandatory warranties and cannot be required to arbitrate disputes without their consent; nothing in this Agreement will be interpreted to limit those rights. Customers may refer to their provincial or state consumer protection office for information on their rights. This SLA is intended to provide you with benefits in addition to your legal rights, and does not limit any rights you have under consumer protection laws.

O. Service Contract Regulation: This Agreement is a service contract for the repair, maintenance, or replacement of a product, and is not a warranty or insurance product, though it may be regulated under warranty or insurance laws in some jurisdictions. Dentalhitec Americas, LLC is registered as a provider of service contracts with the Texas Department of Licensing & Regulation (TDLR), Registration No. SCP- TDLR, P.O. Box 12157, Austin, TX 78711, (512) 463-6599. Dentalhitec may be registered or licensed as a provider of service contracts where required by law. For example, some U.S. states require registration for service contract providers, and some Canadian provinces regulate extended warranty contracts. Dentalhitec affirms that it will comply with all such regulations. This SLA is subject to applicable laws such as the Magnuson- Moss Warranty Act (for U.S. consumers) and any analogous provincial laws for Canadian consumers. If any provision of this Agreement is in conflict with a requirement of law, the provision shall be deemed modified to the extent necessary to comply. Any complaints or inquiries regarding this service contract can be directed to Dentalhitec at the contact information provided, or to any relevant regulatory body as dictated by local law.

P. Texas Residents - How to File a Complaint

If you have an unresolved complaint concerning this service contract, you may contact the Texas Department of Licensing and Regulation, Service Contract Providers Program, P.O. Box 12157, Austin, TX 78711, telephone (512) 463-6599, web www.tdlr.texas.gov.

Signature Page

By signing below, the Customer confirms that they have read this Service Level Agreement, understand its terms, and agree to be bound by them. The Customer also acknowledges that they authorize Dentalhitec to charge the recurring annual fees to their payment method on file, as described in Section 3.1.

For **Dentalhitec Americas** (Service Provider):

Authorized Representative Signature

Date

Name & Title

CARDHOLDER CONSENT: *By signing or clicking “I Agree,” you authorize Dentalhitec Americas to charge the above payment method for the initial fee and for each automatic annual renewal, and for any incidental amounts permitted under § 3.1, until you revoke this authorization*

For **Customer** (Purchaser of Service Plan):

Customer Signature

Date

Customer Name (Print):

Practice/Company (if applicable):

Device Serial Number:

(This SLA is not valid until signed by the Customer and accepted by Dentalhitec Americas. Dentalhitec reserves the right to verify device eligibility and purchase details before countersigning. A copy of the fully executed Agreement will be provided to the Customer for their records.)
