

The Loaner Equipment Terms of Service comprises the Sensor Loaner, Sensor Holder Loaner, Intra Oral Camera Loaner, and General Equipment Loaner agreements from Sodium Systems LC dba Sodium Dental ("Sodium") and is subject to the following terms and conditions. By submitting your enrollment application and payment for Loaner Equipment, you agree to be bound by and are entitled to these terms and conditions for the duration of the agreement. Upon acceptance of your enrollment application and successful processing of your payment, you will be enrolled in the Loaner Agreement for the loaner duration specified in this agreement.

The Loaner Sensor Agreement is to provide a digital x-ray sensor on loan to Customer for a period not to exceed 30 calendar days from date of delivery to Customer's office or initial installation into customer's office by a Sodium Technician. Sensor must be returned and received in Sodium Dental's office on or before the specified date in this agreement. Customer has provided two methods of payment to secure this agreement. If Customer keeps loaner beyond the specified date Customer agrees to allow Sodium Dental to bill the balance owed to one of the payment methods provided.

1. **Application to receive loaner equipment.** To apply to receive loaner equipment in your practice you must provide Sodium with a completed enrollment form, including your choice of Primary Payment and Backup Payment. Each page needs to be initialed at the bottom and initialed in the specified areas to ensure your understanding of the terms of this agreement. Sodium will process payment in full prior to shipping your loaner equipment to your office. If the credit card or bank information you submit is incorrect or invalid, or your check is returned for any reason, Sodium will not be able to process your enrollment. Both ACH information and Credit Card information are required to secure the loaner equipment agreement.

Loaner Equipment plan consist of the following services provided by Sodium: (i) toll-free access to Sodium Telephone Technical Support, 8:30a.m. – 5:00p.m. EST, Monday – Friday. Technical support assistance is available only for Windows 7 operating systems and above. Windows Vista, XP, or below are not supported under this agreement. (ii) Live remote assistance (this service requires an active high speed internet connection to your Sodium Equipment with Windows 7 operating system or higher); (iii) upgrades of Software as set forth below; (iv) low-cost replacement of Hardware that is malfunctioning due to defect in material or workmanship as set forth below.

2. **Eligibility.** Any Dental Practice in good standing with Sodium is eligible to receive loaner equipment services at the agreed upon loaner rate. Applications must be received filled out in their entirety, Terms of Service agreement must be reviewed and initialed in each indicated spot, two methods of payment (ACH bank draft and Credit Card) must be provided to secure the agreement, and payment must be processed in full prior to Sodium shipping any loaner equipment to Customer.
3. **Payment Options.** The Sodium Loaner Agreement requires two methods of payment to secure this agreement and the responsible party's birth date, email address, and billing address. Initial Loaner payment can be processed either by ACH bank draft or Credit Card as selected by the Customer on the application form.

a. *Securing the agreement,* Sodium requires two methods of payment (ACH bank draft and Credit Card) in order to secure this agreement. Customer must choose a primary payment and a backup payment on the application form.

b. *Primary Payment*, will be used to process the initial payment for the loaner equipment fee. Once payment is processed the loaner equipment will be shipped to the address listed under Practice Information on the application form. If Customer decides to keep loaner equipment for longer than the agreed upon length of time, then Sodium will process additional loaner payment to the Primary Payment chosen on the application form.

c. *Secondary Payment*, is necessary to secure the Loaner Agreement. Secondary Payment will be used only in the event that the Primary Payment given is declined when additional payments are processed.

It is the responsibility of the customer to notify Sodium Dental of any change in e-mail address or postal address to ensure delivery of renewal forms and/or invoices.

4. **Loaner Equipment Expiration.** The loaner period begins on the day that the tracking information shows your sensor as being delivered and/or on the day that a Sodium technician completes installation and confirms the sensor is working in your facility. Loaner agreements are approved in 30 day increments and loaner equipment must be post marked on or before the loaner expiration period.

The account manager assigned to your account will verify with you your exact loaner expiration date. Your account manager will also

4.a Past Due Loaner. Loaner Equipment must be post marked and on its way back to Sodium's office on or before the loaner expiration date. If Loaner Equipment is not postmarked and shipped by the loaner expiration date, then Customer will be automatically billed for an additional 30-day loaner period using the Primary Payment information on the application. If Primary Payment is declined during processing, then Customer gives Sodium permission to bill the Secondary Payment on the application to retrieve payment for the additional loaner period.

Full List Price, will be billed to the customer's payment options on the agreement form if the Loaner Equipment is not received by the 60th day after initial installation of the loaner equipment in the customer's office. Full List Price is shown on at the top of the application form next to the serial number of the equipment being loaned.

5. **What Customer Will Receive.** Sodium will ship to customer the loaner equipment listed on the application form along with a 10 Piece RINN DS Fit Sensor Holder Kit with each digital x-ray sensor being loaned. Customer will also receive up to 2 hours of remote installation and training involving the sensors when requested by the customer throughout the course of the loaner agreement. Call 1-800-821-8962 to schedule your installation or if you need technical assistance. All equipment shipped to Customer will be tested and verified in Sodium's office prior to shipment. Equipment will be received in a fully functional and ready to use state.
6. **Technical Support.** If customer experiences any issues with the Loaner Equipment, then Customer must call Sodium technicians at 1-800-821-8962 immediately for technical support assistance.

Remote Installation, must be performed by a Sodium Dental technician. Sensors that are not plug and play which require installation of calibration files and/or driver files must be installed by a

Sodium Dental technician remotely. If issues arise due to improper installation by an outside source, then Customer may be immediately responsible for the full list price of the sensor.

7. **Condition of Loaner Equipment.** It is the Customer's responsibility to maintain the Loaner Equipment in excellent condition as it was received from Sodium Dental.

RINN DS FIT Sensor Holder Kit/s, must be cleaned, sterilized and in its package ready for use prior to shipping it back to Sodium Dental. Sensor Holder Kit/s must also be returned in their original packaging as shipped to Customer from Sodium Dental. There will be a \$199 replacement fee imposed on the Customer's account for any Sensor Holder Kit/s not returned in their original packaging and/or have not been cleaned and sterilized prior to shipment.

8. **Warranty on Equipment.** For the duration of the loaner period Sodium warrants the Loaner Equipment against manufacturer's defects.

Sodium does not warrant against certain types of damage including: (i) damage caused by impact with other objects, dropping, falls, spilled liquids or immersion in liquids; (ii) damage caused by a disaster such as fire, flood, wind, earthquake, or lightning; (iii) damage caused by unauthorized attachments, alterations, modifications or foreign objects; (iv) damage caused by peripherals; (v) damage from improper maintenance; (viii) damage to hardware, software, viruses or spyware software, or third-party software or hardware; (xi) damage caused by network or operating staff; (xii) damage caused by any other abuse, misuse, mishandling, or misapplication.

a. In the event of computer failure, Sodium is not responsible for data recovery fees. Customers are responsible for backing up all patient data.

Sodium Dental warrants, from the date of shipment through the remainder of the Loaner Equipment Period that Loaner Equipment will be free of defects in material and workmanship outside of what was previously discussed and/or shown to customer at time of agreement.

NO REPRESENTATIVE, DISTRIBUTOR, EMPLOYEE OR DEALER AGENT HAS THE AUTHORITY TO VARY THE TERMS OF THIS PLAN ORALLY OR IN WRITING. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE ARE NO OTHER WARRANTIES PROVIDED BY SODIUM DENTAL ON ANY SODIUM SYSTEM (INCLUDING WITHOUT LIMITATION ON ANY HARDWARE OR SOFTWARE), AND SODIUM DENTAL HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES WITH RESPECT TO MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SODIUM DENTAL DOES NOT WARRANT THAT ANY PROBLEMS WITH YOUR SYSTEM CAN BE SUCCESSFULLY RESOLVED.

LIMITATION OF LIABILITY. IN NO EVENT, SHALL SODIUM DENTAL OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS BE LIABLE TO YOU FOR ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF SODIUM DENTAL HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES WHETHER SUCH DAMAGES ARE BASED IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, OR OTHERWISE. SODIUM DENTAL'S ENTIRE LIABILITY TO YOU FOR ANY DAMAGES ARISING IN CONNECTION WITH THE LOANER EQUIPMENT, SLA PLAN, OR AND LOANER AGREEMENT SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL AMOUNT PAID TO SODIUM DENTAL BY YOU FOR THE LOANER AGREEMENT. YOUR SOLE REMEDY,

AND SODIUM DENTALS' SOLE LIABILITY, UNDER THE LOANER AGREEMENT, IS TO TERMINATE THE LOANER AGREEMENT. THE ABOVE STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

9. **Miscellaneous.** This Loaner Agreement is governed by the laws of the United States and the Commonwealth of Pennsylvania, without regard to any conflict-of-law's provisions. If any provision of this Agreement is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator will modify the provision to the minimum extent necessary to make it enforceable. In the event such a modification is impossible or impracticable then the provision will be severed and the remaining terms will be enforced to the maximum extent possible.

You agree not to disclose the terms of this Agreement, including the pricing arrangements, services, technologies, or any other proprietary information relating to Sodium Dental or its affiliates to any third party, except that you may disclose the terms (i) as required by law and (ii) to federal and state health care payors and other health care regulators. Neither party shall be liable to the other for any loss or damage suffered by the other if such loss or damage is attributable to an event of force majeure which shall mean circumstances beyond the reasonable control of the party seeking to rely on this provisions including war, riot, civil commotion, strikes, lock-out, Act of God, restrictions imposed by government or other obligations. These terms contain the entire agreement of each of us with regard to your enrollment and coverage under this Loaner Agreement and supersede all other previous terms and documents related thereto.