

PURCHASE AND SALE AGREEMENT

PERFORMANCE RADIOLOGY SOLUTIONS

BETWEEN HDX WILL NORTH AMERICA

AND

THIS PURCHASE AND SALE AGREEMENT is entered into this _____ day of _____, 20____, by and between HDX WILL, with its principal address at 3435 Wilshire Blvd., Suite 3070, Los Angeles, CA 90010 (hereinafter called the "Seller") and _____ with its principal address at _____ (hereinafter called the "Buyer").

RECITALS:

WHEREAS, Seller is in the business of selling and servicing a line of dental imaging equipment; and

WHEREAS, Buyer desires to purchase such equipment from Seller for the purpose of treating patients in clinical practice or for use in research.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement, under seal, as follows:

1. **Sale of Program & Corresponding Equipment.** Seller hereby sells directly to Buyer and Buyer hereby purchases directly from Seller the equipment described on **Exhibit A** attached hereto and incorporated herein (hereinafter "Equipment").
2. **Performance.** Buyer, intends to use the Equipment in alignment with the Indications for Use/Intended Use. Buyer agrees to participate in TED Clinician Training Module 1, provided by the Seller and to include sufficient personnel, by quantity, title and skill in this training, in accordance with any federal, state and/or local laws.
3. **Payment.** Payment shall be made by Buyer to Seller in accordance with one of the following payment plans:

- The HDX FAST PASS PLAN:

In one simple step, the Buyer shall furnish to the Seller a check representing payment-in-full upon execution of this Agreement. Seller will send to Buyer an electronic Confirmation of receipt of the payment-in-full within 48 hours of the execution of Agreement. Unless otherwise necessary, the Buyer's equipment will be scheduled for delivery in the order their payment was received by the Seller (See Section 5, Site Survey).

- The HDX KWIK-KREDIT PLAN:

Under the HDX KWIK-KREDIT PLAN the Buyer is able to simply furnish to the Seller a Kickoff Deposit in the amount of \$599.00 upon execution of this Agreement. Buyer may submit Kickoff Deposit by check or authorized credit card. Seller will send to Buyer an electronic Confirmation of receipt of the Kickoff Deposit within 48 hours of the execution of Agreement. Upon execution of this Agreement Buyer will submit Company authorized third-party financing documents for expedient underwriting and approval. Buyer may also provide their own third-party financing (underwriting times may vary). Unless otherwise necessary, and following approval by Company/Seller authorized or Buyer supplied third party financing the Buyer's Equipment will be scheduled for delivery in the order their Kickoff Deposit was received by Seller (See Section 5, Site Survey). Amount of submitted Kickoff Deposit will be applied to the purchase price and will be deducted from the invoice total.

- The HDX FREEDOM PLAN:

Under the HDX FREEDOM PLAN the Buyer is able to simply furnish to the Seller a Kickoff Deposit in the amount of \$599.00 upon execution of this Agreement. Buyer may submit this Kickoff Deposit by check or authorized credit card. Seller will send to Buyer an electronic Confirmation of receipt of the Kickoff Deposit within 48 hours of the execution of Agreement. In addition to the Confirmation of receipt Seller will send to Buyer by electronic mail an Invoice for the equipment purchase/balance. Terms of this Invoice will be: Net 10 days from the date printed on the Invoice. If the Invoice is satisfied within the stated Terms the Buyer's Equipment will be scheduled for delivery in the order their Kickoff Deposit was received by Seller (See Section 5, Site Survey). Electronic Invoice balance may be settled by either check or authorized credit card (credit card option subject to variable rate convenience fee). Amount of submitted Kickoff Deposit will be applied to the purchase price and will be deducted from the invoice total. If the Invoice is not satisfied within the stated Terms it may cause unnecessary interruption to the scheduling date and the subsequent delivery of the equipment.

4. **Taxes.** Where applicable, the Buyer shall be responsible for any sales, use, property, gross receipts, or similar taxes levied against any party to this Agreement. Applicable taxes are due at invoice payment.
5. **Site Survey.** Within 24 hours of the execution of the Agreement, and at no cost or expense to Buyer, Seller shall email Buyer, site preparation guide (OPP.401). This site preparation guide contains a small Site Survey. The Site Survey is performed in advance of scheduling and delivery to ensure treatment room and Denti System compatibility. In most cases the Buyer should be able to perform the Site Survey themselves (hereinafter "Self-Performed Site Survey"). After receiving the Site Survey, from the date of receipt the **Buyer has (48 hours) to return the completed Site Survey to the Buyer.** Failure to return the Site Survey within the 48-hour time frame may result in scheduling and delivery disruption.

This signed Site Survey certifies that, according to the Buyer, the treatment room intended to receive the equipment meets the Standard Installation requirements, as discussed in the site preparation guide. In special circumstances, the Seller may choose to visit the Buyers proposed installation site and treatment room to perform the Site Survey. Special circumstances will be determined by the Seller on a case-by-case basis. Seller's personnel shall coordinate their activities with the Buyer and seek to avoid interference with Buyer's employees or daily operations.

6. **Site Preparation.** The Seller will use the Site Survey to make sure that the intended room meets the Standard Installation requirements and that the intended treatment room is (Ready) to receive the Dentrì System. If the Site Survey indicates that the room is (Ready) to receive the Dentrì System then, an equipment installation date will be scheduled. Should the Site Survey show that the room is (not ready) to receive the Dentrì System then, the Buyer, at Buyer's expense must make all preparation corrections specified on the Company supplied Ready/Not Ready form (OPP.402). The Buyer must make all preparation corrections within a reasonable time frame. Once Buyer makes the identified preparation corrections the Buyer shall sign the Ready/Not Ready form in the appropriate space, thereby certifying that the preparation corrections have been made and that the site is (now) Ready to Receive the Dentrì System. Upon receipt of this signed Ready/Not Ready form the Seller will notify the Buyer to schedule an Equipment Installation date.
7. **Delivery.** Delivery of the Equipment to Buyer by Seller, at Seller's expense, shall be made in accordance with this Agreement and on the scheduled Equipment Delivery date (hereinafter "Delivery Date"). The Equipment shall be packaged appropriately and all cartons marked with the Buyer's information. Buyer must be able to easily identify all items of the Equipment contained within each carton. Delivery of the Equipment in an undamaged condition to Buyer's Installation Site shall constitute "Delivery" to Buyer. Risk of loss during transit shall remain with Seller.

A packing slip indicating each item and item quantity shipped from Seller to Buyer shall accompany every shipment. The purchase order number must also appear on all packing slips, invoices and correspondence. All items "not found", including individual Containers or Items within a Container shall be noted and the anticipated availability of the items shall be indicated clearly on the packing list. No substitutions shall be made without prior authorization by the Buyer. Buyer must provide an adequate space to receive and hold the shipment/boxes until the scheduled date of Standard Installation. Removal and disposal of the Containers are the responsibility of the Seller.

8. **Standard Installation.** Seller shall install the Equipment at the Installation Site in the location/treatment room that has been certified by the Buyer as Ready to Receive the Equipment. Seller shall be responsible for all costs associated with Delivery and Standard Installation of the Equipment to the site and location that has been certified by the Buyer. Should it be determined by the Seller's installer at any time during the Installation process that the Buyer certified room does not actually meet the Equipment requirements as depicted in the Self-Performed Site Preparation Guide and will require corrective preparations then the cost of these corrective preparations will be the responsibility of the Buyer. Significant corrective preparations may delay the installation and require re-scheduling.

9. **Testing and Turnover.** Upon completion of the Equipment Installation the Seller shall perform a set of prescribed tests to determine that the Equipment is operating in conformance with Sellers published performance specifications plus any other requirements agreed to by the Parties (hereinafter "Specifications"), a copy of which are attached hereto and attached hereto as **Exhibit C, Sec. I.** When Seller's installer is satisfied that the Equipment is operating in conformance with the Specifications, Seller's installer shall produce and sign, the form titled: Testing & Turnover (OPP.403). This form presents to the Buyer the operational verification data (hereinafter "Equipment Testing and Turnover"). The installers signature certifies that the Equipment is conforming to Specification on the day of installation. In the event the Equipment or any feature or option thereof requires certification under Federal law, Seller will complete and file all necessary reports regarding Seller's manufacture, assembly, installation or other activity relating to the Equipment.

10. **Acceptance.** "Acceptance" of the Equipment shall be deemed to occur following the successful completion of Clinician Training Module 1. The Seller's trainer shall produce and sign the form titled: Acceptance (OPP.404). This form, signed on this date by both Seller's trainer and Buyer represents an acknowledgement that the Buyer has been appropriately instructed on the basic operations of the Equipment and that the Seller/Buyer relationship is meeting expectation.

11. **Training.** Prior to Acceptance of the Equipment, the Seller shall provide, at no additional expense to the Buyer, Clinician Training Module 1- basic Equipment operations and functionality for clinician(s) and staff. Such training is described on **Exhibit D** attached hereto and incorporated herein.

12. **Standard Equipment Warranty.** The Standard Warranty provided to Buyer by Seller with respect to the Equipment is set forth in **Exhibit E** attached hereto and incorporated herein. The warranty period shall commence upon Acceptance of the Equipment.

13. **Patents and Copyrights.** Seller warrants that it owns the Equipment, Software, and Documentation and that it has the rights in the Equipment, Software and Documentation granted hereby. Seller further warrants that the Equipment, Software and Documentation shall be delivered free of any rightful claim of any third party for infringement of any United States patent, copyright, trade secret, or other intellectual property right. Seller shall indemnify and hold harmless Buyer and its subsidiaries or affiliates under its control, and their trustees, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Buyer's use or possession of the Equipment, Software or Documentation pursuant to and for the purposes set forth in this Agreement, or the license granted hereunder, infringes or violates any United States patent, copyright, or trade secret of any third party. Seller shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Buyer gives Seller notice of any such claim of which it learns. No such settlement which prevents Buyer from continuing to use the Equipment and Software as provided herein shall be made without the Buyer's prior written consent. In all events, Buyer shall, at its own cost and expense, have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing.

In case the Equipment, Software or Documentation, or any part thereof, are held to constitute such an infringement and the use for the purpose intended of said Equipment or Software is enjoined, then Seller shall, at Buyer's option, and at Seller's expense, either procure for Buyer the right to continue using same, or replace same with a non-infringing Equipment, or modify same so it becomes non-infringing, or remove the Equipment and refund the total purchase price for the Equipment.

14. **Default by Seller.** Upon the occurrence of any of the following events, and except as is otherwise provided for in this Agreement, Seller shall be deemed to be in default under this Agreement if:

- a. Seller is unable to perform installation per the Specification; or
- b. Seller fails or defaults in the performance of any material obligation or covenant under this Agreement and does not correct or substantially cure such failure, default, or breach within forty-five (45) days from and after Seller's receipt of written notice from Buyer of such default or breach; or
- c. any material representation or warranty made by Seller hereunder is breached and remains uncured from and after thirty (45) days following Seller's receipt of written notice from Buyer of such breach.

15. **Default by Buyer.** Default by Buyer in payment (except in the case of a bona fide dispute) or performance of any material duty or obligation under this Agreement, shall, at the sole option of Seller, constitute a default of this Agreement. In such an event, Seller, at its sole option, may employ any remedy then available to it, including but not limited, to the following:

- a. If under the Kwik-Kredit Payment Plan, the Buyer submits their Kick-off Deposit but subsequently does not pass Company/Seller authorized underwriting or does not provide Buyer supplied financing the Payment option of the Agreement automatically converts to the HDX Freedom Payment Plan. At which time the Seller will forward, by electronic mail an invoice for the balance of the purchase, See Section 3. Failure to satisfy the HDX Freedom Plan Invoice will result in the Buyer forfeiting their Kickoff Deposit. *

*Seller will attempt to provide reasonable assistance to Buyer in locating additional sources for 3rd party financing.

- b. Not complying with and/or availing the minimum dedicated time and/or minimum requirements for Clinician Training Module 1.
- c. Withhold Performance or further performance hereunder until all such defaults have been cured, provided, however, that Seller shall continue to perform hereunder in the event of a bona fide payment dispute, which has been communicated to Seller; or
- d. Pursue any other rights and remedies available to Seller under the laws of the State of California.

16. General.

Compliance with Laws. Seller shall perform this Agreement in compliance with all applicable Federal, State, and local laws, rules, regulations, and ordinances, and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement. Seller hereby represents and warrants that all Equipment to be provided to Buyer hereunder has received FDA clearance and/or approval, and that documentation regarding the clearance/approval issued to Seller by the FDA will be provided to Buyer upon Buyer's request.

Confidentiality. The parties shall hold in strictest confidence any information and material which is related to either Buyer's or Seller's business or is designated by either Buyer or Seller as proprietary and confidential, herein or otherwise. It is understood that this confidentiality clause does not include information which: (i) is now or hereafter in the public domain through no fault of the party being provided the confidential information; (ii) prior to disclosure hereunder, is property within the rightful possession of the party being provided the confidential information; (iii) subsequent to disclosure hereunder, is lawfully received from a third party with no restriction on further disclosure; or (iv) is obligated to be produced under order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or protective order in connection with such proceeding, which the parties in all cases will attempt to obtain. Buyer and Seller hereby covenant that each shall not disclose such information to any third party without prior written authorization of the other. Seller further covenants not to disclose or otherwise make known to any party nor to issue or release for publication any articles or advertising or publicity matter relating to this Agreement in which the name of Buyer or any of its affiliates is mentioned or used, directly or indirectly, unless prior written consent is granted by Buyer.

e. To the extent that Seller receives confidential patient information from Buyer, the Seller covenants that it will protect such information in accordance with section 16, paragraph b, Confidentiality.

f. Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United State Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel or other nationally recognized overnight carrier. Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein. All notices or communications between Buyer and Seller pertaining to this Agreement shall be addressed as first written above.

g. Recall Notice. In the event of any recall notice issued by the Seller or the FDA, Seller shall send such notice to the Buyer.

h. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

i. Modifications. No revision or modification of this Agreement shall be effective unless in writing and executed by authorized representative of both parties.

j. Assignment. The prior written approval of Buyer shall be required to allow a delegation or assignment of duty to perform any obligation owed to Buyer by Seller, its agents, employees, contractors or affiliates.

k. Severability. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

l. Construction and Jurisdiction. This Agreement shall be governed by the laws of the State of California (excepting any conflict of laws or provisions which would serve to defeat application of California substantive law). Each of the parties to this Agreement hereby irrevocably and unconditionally: (i) consents to submit to the exclusive jurisdiction of the courts of the city of Los Angeles, California for any proceeding arising in connection with this Agreement and each such party agrees not to commence any such proceeding except in such courts, and (ii) waives any objection to the laying of venue of any such proceeding in the courts of the city of Los Angeles, California. If for any reason venue is not accepted in the city of Los Angeles, the parties irrevocably consent as provided in this Section to the exclusive jurisdiction of the Courts of Los Angeles, California, USA

m. Headings. The paragraph titles of this Agreement are for conveniences only and shall not define or limit any of the provisions hereof.

n. Entire Agreement. This Agreement, the documents referenced herein and all Exhibits hereto (**Exhibits A through E**) are intended as the complete and exclusive statement of the agreement between Buyer and Company with respect to the subject matter hereof, and supersede all prior agreements and negotiations related thereto.

o. Binding Effect. The provisions hereof shall be binding upon and shall inure to the benefit of Buyer and Seller, their respective successors, and permitted assigns.

p. FDA Recall of Equipment. If recall or modification of any of the Equipment listed on **Exhibit A** is required by the FDA or voluntarily recommended or required by the Seller, Seller shall, at its sole cost and expense, immediately notify Buyer in writing of such recall or modification; remove, package, and ship to Seller's location the affected Equipment; and at no additional charge to Buyer replace such Equipment with Seller's Equipment which have been evaluated and accepted by Buyer as clinically comparable.

q. Survival. The representations and warranties contained in Paragraphs 14, 15 and 16 shall survive termination of this Agreement.

r. Counterparts. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

s. New Equipment. Seller shall make available to Buyer, information on any new Equipment that is similar to the Equipment covered by this Agreement that Seller develops and/or receives appropriate regulatory approval to market during the term of this Agreement.

t. Parts. For a five-year period from the date hereof, Seller agrees to make available and sell to Buyer any satisfactory replacement parts as to maintain the Equipment in good working order.

u. Standard Phone Support. Seller agrees to make available at NO ADDITIONAL CHARGE, unlimited access to the authorized phone support numbers provided.

v. Specification Conflicts. In the event of any ambiguity or conflict among the provisions of this Agreement and Exhibits hereto, the Seller shall be required to comply with the most stringent requirement which provides the highest quality and greatest benefit to the Buyer, unless otherwise specifically directed by the Buyer in writing. The terms and conditions of this Agreement are intended to govern the purchase and sale of the Equipment, and any conflicting terms and conditions, or additional terms and conditions, in any vendor prepared document shall not apply.

IN WITNESS WHEREOF, the parties signed this Agreement as of the day and year first written above, and the person executing this Agreement on behalf of each party represents and warrants that this Agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon and enforceable against the company in accordance with its terms.

Buyer

By: (Signed) _____

(Print) Dr. _____

Seller, HDX-WILL

By: (Signed) _____

(Print) Won Jung, President

EXHIBIT A

System Detail

Dentri Systems come complete with hardware and standard integrated software suite.

Dentri System: 2-container shipment, primary contents.

1. Container 1: Base, Column, Workstation Complete, Software Suite A, Phantom, Accessory Pack, User Manuel
2. Container 2: Rotator
3. N/A

Dentri-S System: 3-container shipment, primary contents.

1. Container 1: Base, Column, Workstation Complete, Software Suite A, Phantom, Accessory Pack, User Manuel
2. Container 2: Rotator
3. Container 3: Ceph Assembly S

Dentri-C System: 3-container shipment, primary contents

1. Container 1: Base, Column, Workstation Complete, Software Suite A, Phantom, Accessory Pack, User Manuel
2. Container 2: Rotator
3. Container 3: Ceph Assembly C

EXHIBIT A (Continued)

Dentri Package Descriptions

	8cm Vertical FOV	SKU	14.5cm Vertical FOV	SKU
<p align="center"><u>Dentri System</u> 2 in 1 CBCT/Pan</p>	<p align="center">Package</p> <ul style="list-style-type: none"> ● Primary Unit ● HP Workstation ● Standard 23" monitor ● Standard integrated Software ● Standard Installation^{TT} ● TED Clinician Training Module 1 ● Standard Warranty ● Practice Enhancement Access 	PR.DSA20.100.01.00	<p align="center">Package</p> <ul style="list-style-type: none"> ● Primary Unit ● HP Workstation ● Standard 23" monitor ● Standard integrated Software ● Standard Installation^{TT} ● TED Clinician Training Module 1 ● Standard Warranty ● Practice Enhancement Access 	PR.DSA30.100.01.00
<p align="center"><u>Dentri-S System</u> 3 in 1 CBCT/Pan/Ceph Scan Image Capture</p>	<p align="center">Package</p> <ul style="list-style-type: none"> ● Primary Unit ● HP Workstation ● Standard 23" monitor ● Standard integrated software ● Standard Installation^{TT} ● TED Clinician Training Module 1 ● Standard Warranty ● Practice Enhancement Access 	PR.DSS20.100.01	<p align="center">Package</p> <ul style="list-style-type: none"> ● Primary Unit ● HP Workstation ● 23" Standard monitor ● Standard integrated software ● Standard Installation^{TT} ● TED Clinician Training Module 1 ● Standard Warranty ● Practice Enhancement Access 	PR.DSS30.100.01
<p align="center"><u>Dentri-C System</u> 3 in 1 CBCT/Pan/Ceph One Shot Image Capture</p>	<p align="center">Package</p> <ul style="list-style-type: none"> ● Primary Unit ● HP Workstation ● Standard 23" monitor ● Standard integrated software ● Standard Installation^{TT} ● TED Clinician Training Module 1 ● Standard Warranty ● Practice Enhancement Access 	PR.DSC20.100.00	<p align="center">Package</p> <ul style="list-style-type: none"> ● Primary Unit ● HP Workstation ● Standard 23" monitor ● Standard integrated software ● Standard Installation^{TT} ● TED Clinician Training Module 1 ● Standard Warranty ● Practice Enhancement Access 	PR.DSC30.100.01

^{TT} Pre-Certified site with no corrective preparations

EXHIBIT B

Date of Installation

The proposed site must be evaluated through the Self-Performed Site Preparation Process, and be identified as Ready to Receive the Equipment before 1) Date of Delivery and 2) a Date of Installation may be scheduled.

At no additional cost to Buyer the Seller will perform a Standard Installation. A Standard Installation consists of unpackaging, assembling and placing the Equipment in a physical location that is fully accessible and a treatment room that has been certified, according to the Site Survey, found in the Site Preparation Guide, OPP.401), preparing the system for normal operations, Testing and Turnover. Non-Standard Installation may include any installation beyond the above described Standard Installation. Non-Standard Installations will be handled on an individual basis and may be subject to additional charges.

Depending on the practice/clinic location, Equipment Installation may involve removal of the shipping cartons and other packaging materials used as well as a reasonable cleaning or straightening of the physical area involved. Removal and disposal of existing equipment will be handed separately. See manufacturer's representative for details.

EXHIBIT C

Specifications

I. Testing and Turnover:

At the completion of the Equipment Installation process the Equipment is tested by the Seller's installer for conformance to known specifications, summarized herein. If, after testing it is evaluated by installer as conforming to specification the installer signs the Testing & Turnover form (OPP.403) in the appropriate area certifying that, on the date of Installation the Equipment has been set up in the designated area and is operating within the intended specification ranges. If, after testing it is evaluated by installer as not conforming to specification then a suitable remedy will be made on a case by case basis. Testing and Turnover is the declaration of the Seller (Seller's installer) that the Equipment is functioning to specification at the Buyer's location.

II. Acceptance:

Following the (Pre-Study) and (Hands-On) components of Clinician Training Module 1 the Buyer shall have acquired enough knowledge of the Dentri System to be able to reasonably assess the operability of the Equipment, as installed, and as of the date of on-site/Hands-On instruction. Notwithstanding the Post-Instructional support components of Clinician Training Module 1 and the Buyer's continued daily practice with the Equipment, the Buyer signs the Acceptance form (OPP.404) in the appropriate area certifying that, to the best of their current knowledge the Equipment is operating as described and presented by the Seller. Acceptance is the declaration of the Buyer that the Equipment is functioning to expectation. Original copy of the fully executed Testing/Turnover/Acceptance form is left with the Buyer (cc to Seller).

EXHIBIT D

TED Clinician Training Module 1

At no additional cost, the Seller will provide to the Buyer, through its Training, Education & Development Team, the required Clinician Training Module 1 course. Clinician Training Module 1 is an on-boarding style course, the bulk of which taking place at the Buyers location with the course content focusing on the basic operation and maintenance of the Equipment and the related components. Clinician Training Module 1 comes complete with 1) Pre-Study: a pre-instruction/study packet sent to Buyer in advance of the hands-on component (TEP.101), 2) Hands-On: comprehensive reference binder (TEP.201) delivered on the day of on-site/hand-on instruction and 3) Post-Study: instruction support/materials made available subsequent to the Hands-On training. Clinician Training Module 1 is a pre-requisite course for additional TED courses and modules.

Clinician Training Module 1 may be scheduled for and occur on the same date, or a different date as Equipment Delivery and/or Equipment Installation. Clinician Training Module 1 may be taught by the same person or different persons than Equipment Delivery and/or Installation. The Buyer must pre-schedule and dedicate 8 consecutive or proximal hours (approximately one business day) for the On-Site/Hans-On training*. Buyer should observe their individual state's requirements for staff training and CBCT device training- in term of who must be trained, appropriate duration of training sessions and minimum number of staff trained, etc.

*Number of training hours required may vary

EXHIBIT E

Standard Equipment Warranty

Standard Warranty states that for a five (5) year period from date of Acceptance (the "Warranty Period"), Company warrants that the Equipment provided to Buyer pursuant to this Agreement shall be free from defects in material, manufacturing workmanship, and title, and that the Equipment will operate in conformance with published product specifications and will operate as described in all marketing and advertising materials provided to Buyer (the "Warranty"). The Warranty also shall apply to any replacement part or to any Company authorized Enhancement. Further, Seller warrants that all service repairs shall be free from defects in materials and workmanship for the greater of (i) the balance of the Warranty Period or (ii) ninety (90) days after the date the repair is completed.

To enable Seller to properly administer the Standard Warranty, the Buyer shall (i) promptly notify Seller of any claim hereunder, and (ii) provide Seller with the opportunity to inspect and test parts claimed by Buyer to be defective.

During the Standard Warranty Period the company may attempt to remedy a reported problem by way of Standard Phone Support and remote trouble-shooting. If during the Standard Warranty period, and if after unsuccessful remedies provided by Seller's Standard Phone Support and remote trouble-shooting team, the Buyer may request on-site service. If so, then a suitable remedy will be made available from Seller, at NO ADDITIONAL CHARGE, on an appointment basis, Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. local time.

Standard warranty applies to where specific initial installation location is completed. If equipment is moved from specific initial installation location, buyer must contact seller to gain agreement as to warranty continuance and validity. If equipment changes ownership, previous owner must contact initial seller to gain agreement as to warranty continuance and validity.

