



Helping You **Protect The Life**
of Your Investment



CLARIS CBCT

Quality Assurance Commitment

iCRco, Inc. is dedicated to delivering an exceptional Claris CBCT (Cone Beam Computed Tomography) experience, backed by quality, advanced technology, and comprehensive support. As a leading provider of medical imaging solutions, iCRco understands the critical role of Claris CBCT in accurate diagnosis and treatment planning. The company's commitment to quality ensures that each Claris CBCT system meets rigorous standards, adhering to strict quality control processes.

iCRco prioritizes cutting-edge technology in its Claris CBCT imaging systems, offering enhanced capabilities, efficient workflows, and user-friendly interfaces. This empowers healthcare professionals to obtain precise 3D images, leading to improved outcomes. Furthermore, iCRco provides excellent customer service and support, with a responsive team addressing inquiries and technical issues, along with ongoing training programs to maximize the potential of Claris CBCT systems.



CLARIS Claris CBCT

SERVICE & WARRANTY AGREEMENT OVERVIEW

THE WARRANTY PERIOD INCLUDES

- Warranty period = 1 year
- The warranty period includes:
- All replacement parts.
- All relevant online or on-site services
- Software updates and upgrades

POST WARRANTY CONTRACT INCLUDES: SERVICE | SPARE PARTS

- All replacement parts.
- All relevant online or on-site services
- Software updates and upgrades
- The annual service contract not included:
- Paid extra - - travel expenses and time on site are paid for activities

PRICES PER/YEAR "POST WARRANTY CONTRACT":

- **10% of Claris CBCT SALE PRICE** -
3rd, 4th, 5th, 6th Year Support
- **12.5% of Claris CBCT SALE PRICE** -
7th, 8th, 9th, 10th Year Support

IMPORTANT

The SERVICE AND WARRANTY contract is a voluntary option and does not have to be concluded. However, if you want to use this option, it must be completed before the period expires.

OPTIONS - LUMINARY - SPECIAL*

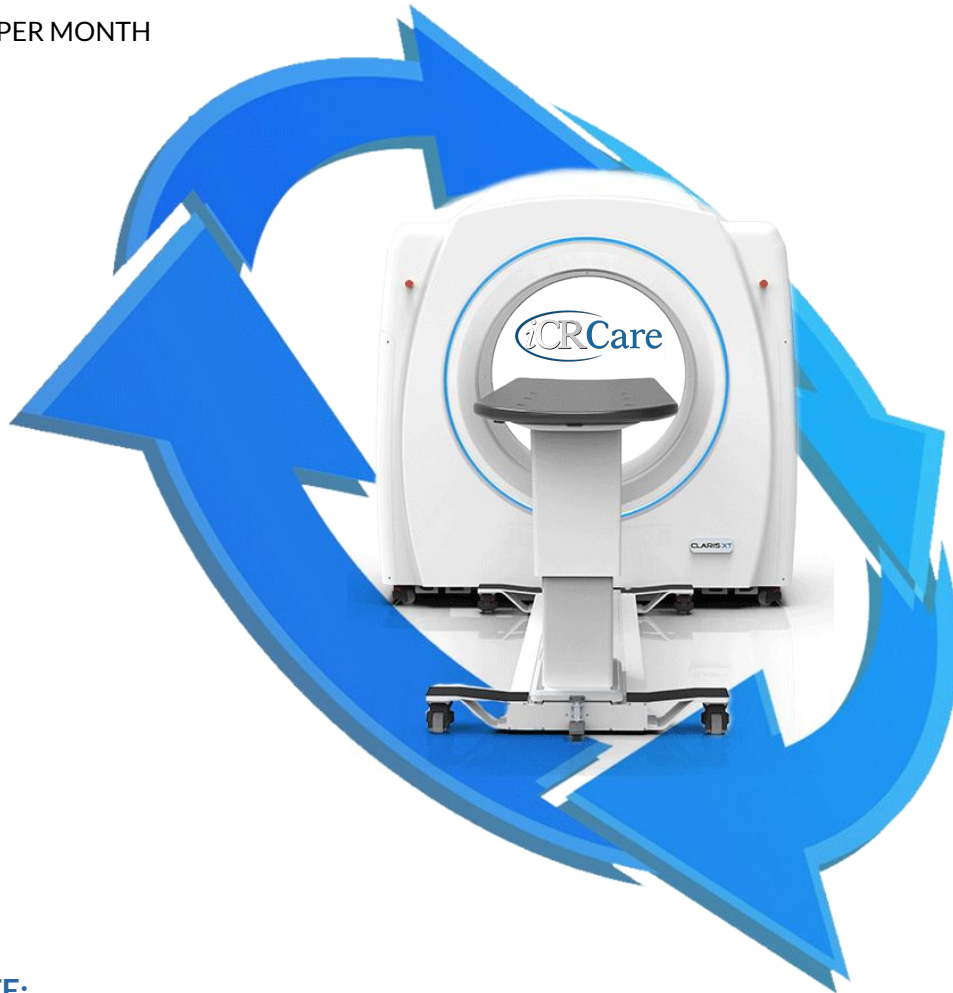
SPECIAL OPTION: TERMS OF PURCHASE CLARIS Claris CBCT

- BILATERAL COOPERATION
- Direct communication with the iCRco engineering team
- Co-Marketing opportunities with the support of iCRco and the user
- Contribute to the Claris CBCT Animal Reference image library with other reference users.
- Collaboration in improving Claris Claris CBCT devices to achieve the best Claris CBCT results.

10%

SALE PRICE ANNUALLY

AVG. \$1500-\$2000 PER MONTH



Software updates & upgrades



All relevant online or on-site services.



All replacement parts.



INCLUDING THE X-RAY TUBE



PLEASE NOTE:

iCRco trained technicians will be provided by the local distribution partner. In the event that iCRco technicians must travel to the installation site to perform an on-site service, payment of travel expenses and daily rate is required prior to commencement of travel.

Claris CT SERVICE AGREEMENT

This Contract for Services Agreement is made effective as of

_____, by and between

(the "Client"), and iCRco, Inc. of 26 Coromar Drive, Goleta, California 93111
(the "Provider" or iCRco).

1. START DATE AND PAYMENT. Payment of service fee shall be made to Provider in the total amount of ten percent (10%) of the purchase price upon execution of this Agreement. If client fails to pay for the Services before the due date, Provider has the option to treat such failure to pay as a material breach of this Agreement and may cancel the ongoing Services provided during the agreement term. The start date of this Agreement will commence one year after purchase, and upon payment of the service fees, Provider will provide the Client the following services (collectively, the "Services"):

2. DESCRIPTION OF SERVICES. Provider will supply Client with software updates (at least 1 time per year), including updates and upgrades to Clarity PACS Image Storage and retrieval Archive system (PACS), XC 2.0 Acquisition Software, and updates, or license to cloud services (If purchased). Third party viewer licenses (If purchased) are also updated as required during the term of this agreement.

- a) All electronic boards, components, and sub system parts are covered during the term of this agreement. X-ray Tube Monoblock (Tube Glass) assembly and associated electronics are all covered and will be provided free of charge. Shipping charges will be the responsibility of the Client. All faulty components must be returned to iCRco for evaluation. iCRco will pay for return shipment of all components. Detailed description of components included in Appendix A of this document.
- b) iCRco trained technicians, or contract technicians authorized by iCRco to support iCRco devices will be available remotely during the term of this agreement to provide software and hardware evaluation and support.
- c) iCRco will keep spare parts on hand for immediate delivery to the site once a failure has been identified.
- d) iCRco trained technicians will be provided by the local distribution partner. In the event that iCRco technicians must travel to the installation site to perform an on-site service, payment of travel expenses and daily rate is required prior to commencement of travel. Appendix B describes the terms of iCRco on-site services.

3. TERM. This Agreement will terminate immediately after a 12-month cycle unless payment is made by client to continue services. (Multiple year payments accepted).

4. CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

5. WARRANTY. Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects. In many cases, the Provider will work with local distribution partners to provide on-site support. Distributors will participate in iCRco yearly support training courses to ensure they can help maintain our standard of care for Claris CT systems.

6. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a) The failure to make a required payment when due.
- b) The insolvency or bankruptcy of either party.
- c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

7. ATTORNEYS' FEES AND COLLECTION COSTS. If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 45 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of California.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

18. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

19. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Client:

Provider:
iCRco, inc.

By: _____

Date: _____

By: _____

Date: _____

NOTE:

Updates to PC components, or DR technology may improve system cycle time, or system performance. Component upgrades are not included, except when updated part is of equal or lesser value of the original part at time of claim, or original part is no longer available.

Examples:

- a) **New INTEL** processor is released, and it is much faster than the original processor provided with the system. iCRco is responsible for replacing the original processor only, not the updated one. iCRco may offer the improved component to the client for an additional charge.
- b) **New GPU** processor greatly improves reconstruction time. This is a new device, and if compatible with the legacy PC hardware would improve performance. iCRco may offer this as an upgrade option for an additional charge, or provide a replacement of the original GPU Card.
- c) **New X-ray Tube** head has enhanced features. iCRco may offer this at an additional charge
- d) **New Dynamic DR Panel** has better characteristics than the original sensor. iCRco may Offer this as an Upgrade for an additional fee or provide the legacy DR device without charge.
- e) **New Software** becomes available: iCRco may offer this at an additional charge, and thereafter include any recurring license fee into the Support Agreement fee.

Appendix B:

- iCRco Service Rates
- iCRco daily service rate is \$1600. Per 8-hour day
- Travel time is not charged.

Travel expenses are based on actual expenses to reach the site: Airfare, car rental, hotel, meals. In some cases, iCRco will offer (free) in-factory training of site technicians, in place of travel to avoid on-site issues at the current time as well as in the future.

PC:

Main Motherboard
Main Power Supply
Video Card (Multi-Core processor GPU card)
SSD (1 Tb)
HHD (12 Tb)
RAM
Network Card
Network Cable
Intel CORE Processor
USB cable assembly-External
Network Cable External
Network Cable Internal
Network Adapter

GANTRY:

Main Gear Motor
Gear Motor Controller
Gear motor cable harness
Gantry Belt
Gantry Bearings
Gantry rail
(All mechanical wear components included)

Test Phantom (Bead Cylinder):

Main iCRco Control Board Rev D. or higher
24 V Power Supply for Main Board
Relay(s) 24V to 240VAC
Filament Board
Stator Board
LED Light ring
650 nm Laser Module

Axys CT Table:

Table Gear Motor
Table Lead Screw
Table Lift assembly
Table Motor Controller
Table motor Control pad.
Table Bushings
Table bearings
All table components, including wear components are covered under agreement.

Software:

XC
Clarity PACS
Radiant
Optional Third-Party Software.