



Sentient Lasers, LLC

Blue Dot Protection Plan

GENERAL TERMS AND CONDITIONS

I. What is Covered

This Blue Dot Protection Plan, a Service Contract and Limited Warranty, (collectively “BDPP”), in the nature of preventative maintenance covers defects in materials supplied either, (a) directly by Sentient Lasers, LLC (“SL”) or, (b) by a manufacturer or seller other than SL once SL has determined that such other Systems or Equipment (See Customer Cover Sheet) are suitable for coverage hereunder. This BDPP also covers SL’s workmanship in the System(s) (defined as an individual unit) and Applicators (together, the “Equipment”) identified in the Customer Cover Sheet. This BDPP is restricted solely to the rights granted to the above-referenced Customer, and such rights are not assignable subject to Article II below. If the Customer desires warranty coverage for which warranty coverage has been previously provided by SL, the Customer agrees that such coverage shall be effective only after each of the following has occurred: (a) at the beginning of the contractual relationship on as stated on the Customer Cover Sheet, an authorized SL technician shall have performed an onsite Preventative Maintenance; (b) SL has, in its sole discretion, determined that the Equipment is suitable for coverage hereunder; and (c) if necessary, Customer pays to SL all related shipping costs (except Customers within a 100-mile radius of SL in Park City, Utah, shall pay no shipping costs). If all three of these conditions are satisfied as the case may be, the warranty coverage hereunder will commence on the “Effective Date indicated on the Customer Cover Sheet.

II. Who Is Covered?

SL extends warranty coverage solely to the Customer for the Systems or Equipment. Except as stated herein, this BDPP is non-transferrable and non-assignable by the Customer. SL shall have no obligations for the claims made hereunder if the Customer attempts an assignment of this BDPP or any of its rights hereunder absent SL’s consent. With the consent of the other, which shall not be unreasonably withheld, either party may assign this BDPP to a separate entity in connection with a merger, acquisition, or sale to such other separate entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party. Nothing herein shall limit SL’s right to assign its right to receive and collect payments hereunder.

Sentient Lasers, LLC
www.sentientlasers.com

Signed By Maggie Graham
Signed on 2021-03-17 15:54:03
Sentient Lasers LLC, Contract No. SO823

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III. Customer Obligation and Length of Coverage

Customer's obligation to SL is billed and payable in sixty equal monthly installments, for the term and at the monthly installments stated in Customer's COVER SHEET, unless earlier canceled or terminated pursuant to Article IX.

IV. What SL Will Do

Within the applicable warranty period, at SL's sole option, SL may repair or replace any defects in SL's workmanship, without cost to the Customer for parts or labor. If SL determines that it should replace a System or Equipment, SL may do so using another of like kind in good working order of the same model, but not necessarily the same year of manufacture. SL reserves the sole right to determine in its sole discretion that, regardless of age, repair of any given System or Equipment may not be commercially feasible and must be replaced according to these terms.

V. How to Obtain Service

To obtain service hereunder, the Customer must first contact SL by email ("Service Email"). Customer shall provide SL with sufficient information to identify the issue for which the warranty service is desired (the "Affected Product") including model number, serial number, specifics regarding Customer's complaint, and the Customer's shipping address. The Customer representative ("Customer's Technician") sending the Service Email must have personal experience with the Affected Product, including specific knowledge regarding both the use of the Affected Product and the nature of the problems causing the Customer's Service Email.

Upon receipt of a Service Email, the Customer's Technician and SL's technician shall attempt to resolve the service issue through diagnostic services performed over the phone. If SL cannot observe or reproduce the problem or problems identified by the Customer and resolve the service issue described in the Service Email, the Customer may then ship the affected Equipment to SL's service center for inspection and diagnosis.

VI. Charges related to Service

If from the Service Email or resulting phone call(s) which Customer shall send or place forthwith upon discovery of a perceived need for Service, or otherwise before shipping, SL determines the Affected Product is cov-

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ered hereunder, there will be no charges assessed to the Customer after the repair or related shipping and handling of the Affected Product from SL in connection with coverage.

The Customer shall be responsible for all shipping charges related to the shipment of any Affected Product to Sentient, unless shipping is from a distance less than 100 miles from SL in Park City, Utah.

VII. Exclusions

A. This BDPP does not cover any Systems or Equipment, including Applicators, which have been damaged by accident, misuse (including improper storage), abuse, and/or modifications of same during Customer's use or transportation of same to SL; by an act of God, use in violation of the instructions; the use for any purpose inconsistent with its electrical or the intended specifications, other than purposes as manufactured and intended; damage caused by unauthorized repair, or the use of unauthorized parts, and/or requests for repair for any problems that Sentient cannot replicate or problems claimed by the Customer (collectively and individually "Excluded Repairs"). SL will bill the Customer for the Excluded Repairs at \$225 per hour plus the cost of parts, and shipping costs, unless otherwise agreed or unless, as to shipping, the Customer is within 100 miles from SL in Park City, Utah. SL reserves the right in its sole discretion to exclude cracked or otherwise damaged hand pieces which from SL's industry experience, SL determines, also in its sole discretion, is due entirely to Customer caused damages, and from no other cause.

B. Customer agrees that no customer service person, third-party service person, or other personnel, not authorized by SL, shall be allowed to perform any service, repair or maintenance on the Systems or Equipment while this BDPP remains in effect, and that any person who shall use such System or Equipment covered hereunder shall be authorized and trained to do so under applicable law. A violation of this paragraph shall be cause for termination of this entire contract solely at SL's option, with no remaining obligation to Customer.

VIII. Disclaimer and Limitations on SL's Liability

Customer understands and hereby acknowledges that the following text and standard block capital letters are required by and satisfy the requirements of conspicuous offset as stated nationwide in state-by-state legislative adoptions of the Uniform Commercial Code, and as may otherwise be applicable in law.

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THE PARTIES AGREE THESE LIMITATIONS ON LIABILITY AND INDEMNITY ARE A MATERIAL INDUCEMENT TO SL'S WILLINGNESS TO ENTER INTO THIS BDPP. THE PARTIES FURTHER AGREE SL'S LIABILITY HEREUNDER IS LIMITED UPON ANY CLAIM OR CAUSE OF ACTION, GENERALLY OR RELATED TO SL'S PERFORMANCE OF THE WORK HEREUNDER, WHETHER IN TORT OR CONTRACT OR OTHERWISE, TO THE SUM OF MONTHLY INSTALLMENTS ACTUALLY PAID HEREUNDER TO DISCHARGE CUSTOMERS' TOTAL OBLIGATION ON SIGNING OF THIS BDPP, WHICH TOTAL OBLIGATION, EFFECTIVE ON SIGNING, IS THE SUM OF ALL INSTALLMENTS DUE HEREUNDER, WHICH INSTALLMENTS ARE NON-REFUNDABLE, WITH NO RIGHT OF ABATEMENT, REDUCTION OR SET-OFF. NOTHING HEREIN IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY BY SL TO ANY THIRD PARTY, DIRECTLY OR AS A THIRD PARTY BENEFICIARY, WITH RESPECT TO ANY OF THE SERVICES PROVIDED HEREUNDER.

SL'S LIABILITY FOR ITS PERFORMANCE HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES INCURRED BY CUSTOMER WHICH ARE DETERMINED TO BE DUE SOLELY TO DEFECTS IN THE EQUIPMENT RESULTING FROM SL'S PERFORMANCE HEREUNDER, AS LIMITED IN THE PRECEDING PARAGRAPH. THE FOREGOING CONSTITUTES SL'S SOLE LIABILITY AND THE CUSTOMER'S SOLE REMEDY WITH RESPECT TO SERVICES AND SERVICE PARTS PROVIDED HEREUNDER. EXCEPT AS THUS PROVIDED, THIS BDPP AND ITS LIMITED WARRANTY ARE THE EXCLUSIVE REMEDY AGAINST SENTIENT. NO OTHER REMEDY SHALL APPLY. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY REPRESENTATIONS OR PROMISES INCONSISTENT WITH OR IN ADDITION TO THIS LIMITED WARRANTY ARE UNAUTHORIZED, AND SHALL NOT BIND SENTIENT. THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY MACHINERY, APPLIANCES OR PROPERTY OF THE CUSTOMER USED IN CONJUNCTION WITH OR CONNECTED TO THE EQUIPMENT.

EVEN IF SL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, IN NO EVENT SHALL SENTIENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR ALLEGED INJURY TO PERSON OR PROPERTY, LOST PROFITS, LOST SALES OR ANY OTHER ALLEGED INCIDENTAL OR CLAIMED CONSEQUENTIAL LOSS, REGARDLESS WHETHER FORESEEABLE, THAT ARE IN ANY WAY RELATED TO THIS BDPP, THE ALLEGED USE OR INABILITY TO USE THE EQUIPMENT, THE ALLEGED RESULTS GENERATED FROM THE EQUIPMENT, THE ALLEGED QUALITY OF THE EQUIPMENT, ANY ALLEGED DEFECTS IN THE EQUIPMENT, ALLEGED FAILURE OF THE EQUIPMENT TO PERFORM AS REPRESENTED OR EXPECTED, THE ALLEGED LOSS OF GOODWILL OF PROFITS AND/OR ANY OTHER ALLEGED CAUSE WHATSOEVER.

IX. Payments, Bailment, Suspension of Coverage/Termination or Cancellation

A. Payment. Customer agrees to pay to SL its total obligation hereunder, which on signing this document is the sum of all installments due hereunder, as set forth above on the Customer Cover Sheet, and Article III hereof. The prices currently in effect are subject to change upon any renewal of this BDPP. Overdue installments shall be subject to finance charges computed at a periodic rate (to the extent permitted by law) of 1.5% per month (18% per year). If Customer fails to pay any amounts due under this BDPP, Customer agrees to pay all reasonable costs of collection of such amounts, including, but not limited to, all dispute management or attorneys' fees in accord with Article XI(E) below.

B. Bailment. When SL receives Equipment for service, SL does so as a bailee and Customer as a bailor. The Equipment must be claimed by Customer with all amounts owed to SL paid within 6 months of such receipt, or SL may, in its sole discretion and without further notice to Customer, deem the Equipment abandoned and

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- SL may sell the Equipment with no recourse by Customer. Customer shall pay any tax or duties and any related interest and penalties, however designated, related to this disposition of abandoned Equipment.
- C. Suspension of Coverage. Coverage hereunder shall be automatically suspended during periods of non-payment of any installment or other charges due to SL by the Customer, including when Customer's check does not clear). Although warranty service will be unavailable during any period of non-payment, the term hereof shall run continuously during such time, unless SL terminates or cancels this BDPP for non-payment or otherwise.
- D. Termination by SL. SL may terminate this BDPP for any reason by giving Customer at least 30 days' prior notice. Termination by SL hereunder does not limit any other applicable remedy available to SL. SL shall have no obligation to provide service under this BDPP if Customer fails to pay any amounts due to SL, including without limitation, any portion of the purchase price or other consideration due under a Sales Agreement or any other contract between SL and Customer. A material breach or repudiation by Customer of any contract between Customer and SL constitutes acceleration of any and all of the unpaid sixty monthly installments to be paid by Customer hereunder.
- E. Termination for Cause; No Cancellation for Convenience by Customer. Customer may terminate this BDPP upon written notice of termination if SL defaults in the performance of or breaches any material requirement or obligation created by this BDPP, which default or breach is not cured within thirty (45) days following receipt of notice. Termination by Customer hereunder shall be Customer's sole remedy.
- F. Effects of Termination; Survival. Upon termination of this BDPP, all rights granted hereunder shall cease, except as otherwise provided herein. If this BDPP or any unexpired portion of the Term hereunder is terminated for any reason other than SL's material breach, Customer agrees to pay to SL all unpaid sums accrued or performed hereunder as of such termination date. The termination hereof shall not discharge any installment or other payment obligations accrued as of the effective date of such termination, even if such obligations are payable after the termination date. Upon termination of this BDPP, those provisions which, by their nature, are meant to survive termination shall survive, including without limitation, this Articles IX, Article X(C) and (E), XI, and XIII hereof.

X. Miscellaneous

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- A. Delay Caused by Customer. SL shall not be liable hereunder because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide timely access to facilities, space, power, documentation, networks, files, software, and Customer personnel that are reasonably necessary for SL to perform its obligations.
- B. Force Majeure. SL's performance hereunder is subject to postponement or cancellation, in its sole discretion, for any cause beyond SL's reasonable control. This provision does not exclude, but rather augments, application of the doctrine of impracticability at common law or under the Utah UCC, e.g., 70A-2-615, entitled "Excuse by failure of presupposed conditions."
- C. Non-Solicitation. During the term hereof and for a period of one year after termination of this Agreement, Customer hereby agrees that it and its Affiliates shall not, directly or indirectly, solicit, discuss employment or consultancy with, or hire any employee or consultant of SL or its Affiliates.
- D. Freedom of Contract. Nothing herein shall be construed to prevent SL from contracting with or performing services for other persons, companies, or entities, including those that compete with Customer, on any terms SL deems appropriate.
- E. Reservation of Rights. (1) SL reserves the right to withhold, without liability and without prior notice, services under this BDPP and refuse return of the Equipment, if applicable, if Customer is delinquent in any installment payment or other charge due SL hereunder, due under another agreement between the parties, or otherwise, including sums that shall become due for violation of Article XI B(1) or B(2), or if Customer has failed to return SL-owned equipment as requested by SL; (2) SL reserves the right, in SL's sole discretion, not to service the Equipment for a refusal or failure by or on the part of the Customer or its agent(s) to cooperate with SL in carrying out any necessary repairs or deal in conformity with applicable law, rule, regulation or requirement, or if Customer resells, leases, loans, or rents the Equipment for use to or by a third party; (3) Customer acknowledges that in providing warranty coverage, SL may utilize (i) the SL name, the SL logo, the SL domain name, the product or service names associated with the warranty coverage, services and other trademarks ("SL Marks"); and (ii) certain SL methodologies, information, documents, software and other works of authorship, technology, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, look-and-feel of the services and other tangible or intangible technical material or information (collectively "SL Technology"), which collectively are SL's exclusive property, contains valuable trade secrets, proprietary and confidential information of SL, and is covered by intellectual property rights owned or licensed by SL. Other than as expressly set forth in this BDPP, no license or other rights in the SL Technology, intellectual property, or the warranty services are granted to Customer, and all such rights are hereby expressly reserved.

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- F. Compliance with Laws. Customer shall be in conformity with applicable laws, rules, and regulations, of all government authorities, obtain all permits and licenses required in connection with the installation, sale, shipment, or use of the Equipment, and be solely responsibility to understand and comply with laws, rules, and regulations. Operation by Customer in violation of applicable law constitutes a repudiation of this BDPP entitling to SL to a complete defense to any claim by Customer, and to all applicable remedies.
- G. Limitations. No mediation, arbitration, suit, claim or action shall be brought or commenced against SL more than six months after the cause of action has accrued.
- H. References. SL may identify Customer as a customer unless and until Customer expressly objects in writing.
- I. Sub-Contractors: At SL's sole option, service provided hereunder may be performed by SL, its authorized representatives, or SL's sub-contractors.

XI. Dispute Resolution Sentient Lasers's Dispute Resolution Policy [here] applies to and is incorporated herein.

XII. Taxes

SL shall charge Customer, and Customer shall be obligated to pay, together with all other costs or charges, all applicable state tax on sales or service.

XIII. Entire Agreement

This BDPP constitutes the complete understanding and intent of the Parties concerning the subject matter hereof and supersedes all prior understandings, negotiations or offers, written or oral, except for - if applicable - and including any accompanying Sales Agreement, as the case may be. This BDPP may be amended only in writing, signed by both Customer and SL's CEO. Customer hereby represents that its Authorized Representative has read and understands every word and each provision of this BDPP, and has had ample time to ask questions and the opportunity to seek legal counsel if before signing this document, Customer or Customer's Authorized Representative had any questions.

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The Parties agree no rule of construction shall be applied against any party, regardless of which party was generally responsible for preparation. All terms of any purchase order or similar document which may provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this BDPP shall be null and void and of no legal force or effect. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this BDPP is held unenforceable, the validity of the remaining provisions shall not be affected.

XIV. Notices

Any permitted or required notices shall be in writing, and shall be deemed received when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; (iv) by facsimile transmission with confirmation of receipt; or (v) by email, with confirmation of receipt. Notices shall be sent to the address or email address on the Customer Cover Sheet, or at such other address, facsimile number or email address as may be provided to the other party in writing.

Customer's acknowledges and agreement to all of these Blue Dot Protection Plan General terms and conditions is indicated in the initial box on the Customer Cover Sheet.

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