

CARL ZEISS MEDITEC, INC., LASER SALES WARRANTY (U.S. Domestic)

Defined Terms:

“You”, “Your”, or “Licensee”: Buyer

Zeiss: Carl Zeiss Meditec Inc., 5160 Hacienda Drive, Dublin, CA 94568 U.S.A

Equipment: Purchased Carl Zeiss Meditec Inc. products

Zeiss Software: Software made by Carl Zeiss Meditec Inc. in the Equipment

3rd Party Products: Products, hardware and software, supplied by Zeiss but not made by Zeiss

Outside Elements: Hardware or Software not supplied or authorized by Zeiss

Normal Business Hours: Defined as 8:00 AM to 5:00 PM local time Monday through Friday, except CZMI recognized holidays.

Term of Warranty:

This Warranty will be effective for a period of two (2) years from the date the Equipment is shipped to You (“Warranty Term”). The warranty term for 3rd Party products may be different. Please see details in section: “Scope of Warranty for 3rd Party Products”.

Scope of Warranty for Equipment:

This warranty is valid only if the Equipment is operated in the United States. Zeiss warrants that the Equipment will be free from defects in material, workmanship and title and conform substantially with Zeiss’ published Equipment specifications in effect on the date the Equipment is shipped to You, for two (2) years from the date of its delivery to You. This warranty covers both parts and labor and is available only to customers that purchase the Equipment from Zeiss or its authorized distributors. This warranty gives You specific legal rights. You may have other rights, which vary from state to state.

Scope of Warranty for 3rd Party Products:

3rd Party Products will only be warranted to the extent of the manufacturer’s or supplier’s warranty, to the extent available, and may be less than Zeiss’ Equipment warranty. 3rd Party Products may (i) be delivered to You in the third party manufacturer’s or supplier’s packaging and labeling or (ii) Zeiss may expressly indicate (either in the quotation or in the product documentation) the 3rd Party Products are provided with that product manufacturer or supplier’s warranty, in lieu of Zeiss’ warranty.

Scope of Limited Warranty for Zeiss Software:

Your Equipment may include Zeiss Software. Zeiss warrants that (i) it has the right to license or sublicense the Zeiss software to You for the purposes and subject to the terms and conditions set forth in Zeiss’ standard terms and conditions (ii) the Zeiss Software will be fit for the purposes described in Zeiss’ user documentation. **ZEISS DOES NOT WARRANT THAT THE ZEISS SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. YOU ARE RESPONSIBLE FOR ALL DATA BACKUPS, ARCHIVING, AND TRANSFER.**

Limited Software License:

Zeiss grants You a non-exclusive and non-transferable right and license to use the Software needed for operating the Equipment. The license will be effective for as long as You own the Equipment, except that Zeiss may terminate the license if you violate the terms of this license. You must return the Software and any authorized copies thereof to Zeiss immediately upon expiration or termination of this license. The license granted to You does not include any right to use the Software for purposes other than the operation of the Equipment. You may not copy, reproduce, sell, assign, transfer, or sublicense the Software for any purpose without Zeiss’ prior written consent. The license granted to You shall not affect Zeiss’ exclusive ownership of the Software or any trademarks, copyrights, patents, trade secrets, or other property rights of Zeiss

(or any Zeiss suppliers) relating to the Software. If You modify the Software in any manner, all warranties associated with the Software and the Equipment shall become void. All recommendations for Software modifications must be submitted to Zeiss for review and possible incorporation into Software and Zeiss shall have a non-exclusive royalty-free license to use and to sub-license them. The Software is licensed to You on the basis that (a) You will maintain the configuration of the Software and Equipment as they were originally designed and manufactured and (b) the Equipment includes only those subsystems and components certified by Zeiss. The Software may not perform as intended on systems modified by other than Zeiss, or on systems that include subsystems or components not certified by Zeiss. Zeiss does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

Copyright and Patent Warranty:

The Zeiss Software is owned by Carl Zeiss Meditec, Inc., or its licensors and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Zeiss Software like any other copyrighted material (e.g., a book or musical recording) except that you may make one copy of the Zeiss Software solely for backup or archival purposes. You may not copy the written materials accompanying the Zeiss Software.

Zeiss warrants that when it is delivered, the Equipment will not be subject to any valid patent or copyright infringement claim. Zeiss will defend or settle any suit against You to the extent that it is based on an infringement claim that would be a breach of this Patent and Copyright Warranty, provided that Zeiss receives prompt notice of the claim, You cooperate in defense or settlement, and that Zeiss has complete and exclusive control over its defense and settlement. If a court of competent jurisdiction renews a final judgment that the infringement claim is valid, Zeiss will pay all damages and costs awarded against You due to the breach. Further, Zeiss will, at its discretion, either obtain a license for You to continue using the infringing Equipment, provide a non-infringing replacement, alter the Equipment so that it is not infringing, or remove the infringing Equipment and refund the price (less reasonable depreciation) and reasonable return transportation costs paid by You.

Remedies for Equipment Failure:

During the Warranty Term, Zeiss' obligation under this Warranty is limited, at Zeiss' discretion, to repair, adjustment and/or replacement any such defective Equipment, Zeiss Software or component which proves to be defective in material or workmanship. You must give Zeiss notice of any defect within the Warranty Term to make a claim under this Warranty. Repair or replacement will be Zeiss' sole obligation and exclusive remedy hereunder and is conditioned upon Zeiss having opportunity, at its option, to inspect the Equipment to determine if it is defective. At Zeiss' discretion, inspection may be conducted either at Your location or Zeiss' and any Equipment repair under this Warranty will be performed during Zeiss' normal business hours. All products or parts returned to Zeiss for repair or replacement must be sent to the Zeiss factory according to instructions and with "Return Material Authorization" (RMA) paperwork. All parts or assemblies replaced become the property of Zeiss.

THESE REMEDIES ARE YOUR EXCLUSIVE REMEDIES AND CONSTITUTE ZEISS' SOLE LIABILITY FOR ANY WARRANTY CLAIMS. YOU AGREE THAT ZEISS, ITS AFFILIATES AND REPRESENTATIVES, WILL HAVE NO LIABILITY TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS EXCESS COSTS INCURRED, LOSS OF DATA, OR FOR LOST PROFITS OR REVENUE FROM EQUIPMENT FAILURE. This provision does not affect third party claims personal injury arising in products liability or from Zeiss' negligence. Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation or exclusion may not apply.

To maintain this Warranty, You must:

- i. Use the Equipment in accordance with Zeiss' instructions for use, including meeting the recommended electrical and environmental standards for the operating environment; and
- ii. Follow Zeiss' recommendations for preventative maintenance, using Zeiss' replacement parts or parts of equal quality and using only qualified technical assistance; and
- iii. Keep and make available to Zeiss records documenting the above.

You will void this Warranty if:

You (i) fail to follow the requirements for Equipment care and maintenance referenced herein or (ii) install Outside Elements on Your Equipment (e.g., installing third party software on your Equipment; using your Equipment for Internet "browsing"), unless Zeiss explicitly indicates that the Outside Elements are acceptable for use with the Equipment.

Warranty Exclusions: This Warranty does not cover normal wear and tear, consumable items, and does not apply to Equipment that has been damaged by accident, negligence, or misapplication, or altered or modified in any way. These warranties are exclusive and in lieu of all other warranties, whether written, oral, express, implied, or statutory. EXCEPT AS PROVIDED HEREIN, NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED IN THIS DOCUMENT AND THE PRIOR STATEMENTS BY ANY ZEISS REPRESENTATIVE SHALL NOT MODIFY OR EXPAND THESE WARRANTIES.

This Warranty May Be Transferred if:

Before making the transfer, you have received written confirmation from Zeiss that it will accept the transfer.