



SIG

Scan Implant Guide

Treatment Plan Confirmation, Conditions of Use and Limitation of Liability

Treatment Plan Confirmation

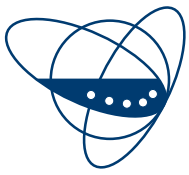
By signing below:

- I confirm that I agree to order Guided Surgery Service from Scan Implant Guide, Inc. (the “Company”), which will involve the use of the Company’s implant surgery planning software (the “Planning Software”) to complete pre-operative surgical planning, the creation of a final treatment plan, and the design and manufacture of a surgical guide to be used to perform the surgical procedure;
- I confirm and acknowledge that, upon completion of pre-operative surgical planning for each patient, the Planning Software will generate a treatment plan relating to the surgical procedure to be performed (collectively, the “Treatment Plan”), which I will have the opportunity to approve, reject, revise or amend, in my sole and absolute discretion as a dental professional;
- **I agree that, every time I approve a Treatment Plan:**
 1. I confirm and agree that I have reviewed the Treatment Plan to my satisfaction, and the Treatment Plan is accurate and complete in all material respects relating to the treatment of the patient and the procedure to be performed;
 2. I confirm and agree that I am directing the Company to design and manufacture a surgical guide according to the parameters and requirements contained in that Treatment Plan;
 3. I declare that I am a dental professional who is qualified by law to perform the dental implant procedure, as embodied in the Treatment Plan;
 4. I declare that I take full medical responsibility for the design and use of the surgical guide that the Company will produce according to the Treatment Plan;
 5. I confirm my acceptance of all the Conditions of Use for the Company’s Guided Surgery Service, and the Limitation of Liability, as set forth below; and
 6. I re-affirm each of the agreements, acknowledgments, confirmations, declarations, representations and understandings in this Treatment Plan Confirmation, Conditions of Use and Limitation of Liability.

Conditions of Use

By signing below:

- I confirm that I understand that the services and products furnished by the Company are not intended to be used to determine diagnosis, prognosis or a course of treatment;
- I confirm that I understand that neither the products nor any information made available by the Company is intended to replace the services of a trained professional or to be a substitute for medical advice by physicians;
- I affirm and declare that I am completely and solely responsible for the diagnosis, prognosis and course of treatment for each of my patients, including the pre-operative planning in the Treatment Plan;
- I confirm that I understand that the Company makes no representations or warranties with respect to its products or services regarding my treatment of this or any patient; and
- I hereby represent and warrant that I have requested and received the duly informed consent of the patient to use the patient’s private and medical information during the ordering and delivery process of the Surgical Guide, in compliance with all applicable laws, including any applicable privacy regulations.



SIG

Scan Implant Guide

Treatment Plan Confirmation, Conditions of Use and Limitation of Liability

Limitation of Liability

By signing below:

- I recognize that I am solely and exclusively responsible for the circumstances in which the Company's products and services are ordered and used, including (but not limited to) the examination and diagnosis of the patient and the determination and preparation of a medically sound the Treatment Plan;
- I confirm and agree that the liability of the Company for damages will, regardless of the gravity of any failure (except in case of fraud or malicious conduct), be limited to the price of the product that is alleged to be the cause of the claim;
- I understand and agree that, under no circumstances will the Company be liable for any indirect or consequential damages such as, but not limited to, loss of revenue, increase of expenses, loss of customers or goodwill, loss of benefits or expected savings or any other financial or commercial losses.
- Before using any surgical guide prepared for me by the Company, I agree to personally examine the guide and confirm that the design and specifications conform to my order; and should I omit to perform such examination or decide to nevertheless use a non-conforming product, I agree that the Company will have no liability for the consequences of the use of such product and I hereby agree to indemnify the Company and hold it harmless from and against any claims or liability that may result from such use.

Date

Signature (Required)

Print Name



SIG

Scan Implant Guide

2999 Overland Ave. #116

Los Angeles, CA 90064

Tel: 855.373.1614

Fax: 310.730.6241

www.si-guide.com

TSheet TPCint 9/24/14