ARTEMIS DISTRIBUTION, LLC

EXTENDED WARRANTY

Limited Extended Warranty and Maintenance Agreement

Artemis Distribution, LLC ("Artemis")
800 Westchester Ave, Suite N-641, Rye Brook, New York 10573

TWELVE-MONTH TERM. RENEWS AUTOMATICALLY EACH YEAR UNLESS CANCELLED (SEE SECTION 9).
COMMERCIAL / PROFESSIONAL USE ONLY.

ENROLLMENT

The Purchaser's details, the Covered Equipment and its serial number, the authorized equipment location, the Purchase Agreement and delivery dates, the Initial Warranty expiration date, the Plan Year start and end dates, and the selected payment option are those entered by Purchaser and confirmed in writing by Artemis for this Plan (the "Enrollment").

Enrollment details are required: before Artemis accepts this Agreement, Purchaser must provide the serial number of the device that this warranty will cover. Artemis will not confirm the Enrollment, and the Plan will not become binding, until Artemis has received and verified that serial number. The Plan applies only to the device with that serial number.

PRICE AND PAYMENT

- Applicable taxes are additional to all prices. Any discount that applies under Section 4 and the resulting final Plan Year price and any monthly installment amount, will be stated in the Enrollment.
- The annual payment or first installment is due within three days of Purchaser's acceptance of this Agreement; if paying monthly, later installments are due monthly thereafter. The Plan renews automatically each year unless cancelled at least thirty (30) days before the end of the Plan Year (see Section 9).
- Claims: support@artemisdistribution.com | telephone: 833-205-9545

IMPORTANT: This is an annual plan. Full coverage continues through written default notice and a 5-day cure period. Only problems first arising during a subsequent Suspension Period are permanently excluded; the claim-submission date does not control. Cure restores future coverage, not excluded occurrences. See Section 5.

1. AGREEMENT, ELIGIBILITY, AND TERM

This Agreement is between Artemis and the purchaser identified in the Enrollment ("Purchaser") and covers only the identified device and its covered components (the "Equipment"). The "Purchase Agreement" is the agreement under which Purchaser bought the Equipment from Artemis. This Plan

supplements, but does not restart or replace, the initial one-year warranty measured from delivery under the Purchase Agreement (the "Initial Warranty").

The Plan becomes binding when Purchaser accepts this Agreement online through the Artemis eStore by clicking "Accept", Purchaser has provided the serial number of the covered device, and Artemis confirms the Enrollment by email. Coverage begins on the stated Start Date, but not before the Initial Warranty expires and Artemis receives the annual fee or first installment in cleared funds. It continues for the stated twelve-month Plan Year, subject to payment, eligibility, suspension, and termination provisions. To avoid a gap, the Purchaser must enroll and satisfy the initial payment requirements before the Initial Warranty expires. Later enrollment requires Artemis's written acceptance and may require an inspection; any inspection charge requires advance written agreement. There is no retroactive coverage.

Problems that first caused an operational failure, malfunction, or physical damage before the Start Date or during an uncovered gap are excluded, even if discovered or reported later. A latent manufacturing defect is not excluded merely because it existed before coverage, if it first affects operation during eligible coverage. Rights properly arising under the Initial Warranty remain governed by that warranty.

The Purchase Agreement's warranty-care, training, lawful-use, insurance, and purchaser-responsibility provisions continue to apply, subject to this Agreement. Except for governing law, forum selection and dispute resolution, which are governed by Section 13, this Agreement controls any conflict with the Purchase Agreement concerning the benefits, conditions, or administration of this Plan. It does not extend any revenue guarantee, marketing program, consumable allotment, or other non-warranty benefit. Specifications, indications, and consumables for a different product do not apply to the Equipment.

2. WHAT THE PLAN INCLUDES

2.1 Covered repairs and replacement. Artemis will arrange repair or replacement of the Equipment or its components for confirmed defects in materials or workmanship, including the motherboard, screen, electro valve, and pump. A manufacturer-certified technician must confirm the covered defect. Artemis will select repair or replacement reasonably; if repair cannot reasonably restore proper operation, Artemis may provide a complete replacement device with equivalent functionality. A complete replacement will be certified pre-owned ("CPO") and a device specific SWAP agreement will need to be signed prior to replacement. All covered repairs will be performed by manufacturer certified technicians using original equipment manufacturer ("OEM") parts.

2.2 Labor, travel, and shipping. All labor and technician travel necessary for each covered repair or replacement are included. Standard shipping, both to and from the service location when required, is included for covered repairs and replacements, including full-device freight. There is no deductible for covered benefits. Expedited or priority shipping and loaner devices or handpieces are not included.

2.3 Annual maintenance. One Annual Maintenance Service visit is included in each Plan Year. The purchaser must request and reasonably cooperate in scheduling it during that year and continue all

intervening care required by the manufacturer. The visit has no cash or credit value and does not replace daily cleaning, routine care, or other services not included in the visit. A timely requested visit delayed solely by Artemis will be completed without additional charge after expiration; otherwise unused visits do not carry over.

2.4 Handpiece Protection. Only applicable for certain plans. If Purchaser's selected plan includes replacement handpieces, Purchaser will receive the number of brand-new replacement handpieces stated in the Enrollment for each Plan Year. A replacement is provided only when it is reasonably necessary because a confirmed defect or ordinary wear impairs proper function, and the exclusions in Section 3 still apply. The allowance is a total across all handpiece types, not a separate allowance for each type. For example, a plan that includes two handpieces provides two handpieces in total, not two of each type. The allowance does not entitle the purchaser to spare handpieces or upgrades.

Purchaser must surrender each replaced handpiece as instructed by Artemis. Any integral cables or hoses that the manufacturer supplies with the replacement handpiece are included; separate cable or hose replacements are not. Unused allowances have no cash value and do not carry over to a later Plan Year. If an included handpiece is replaced because it was defective when supplied, that replacement does not use up a second allowance.

2.5 Wear Item Programme. While coverage is active, including the protected notice-and-cure period under Section 5.3, Purchaser may buy additional handpieces, separate cables or hoses for the plan's stipulated percentage off Artemis's then-current retail price, plus applicable tax. Shipping not included. These purchases are pay-as-needed, with no separate annual commitment. They do not expand the included repair or handpiece benefits. Purchases under this clause will need to be made via support@artemisdistribution.com.

2.6 Performance and duration. Artemis is the seller, warrantor, and administrator responsible for these express Plan benefits. Manufacturer review may be used to verify a defect. Claims under a separate manufacturer warranty remain subject to that warranty. Repaired or replaced Equipment remains covered for the balance of the existing Plan Year; replacement does not start a new year or reset the handpiece allowance.

3. WHAT IS NOT COVERED

Except for benefits expressly included in Section 2, this Plan excludes: (a) natural wear and tear, consumables, and routine maintenance; (b) handpieces beyond the annual allowance and separate cables and hoses, subject to the Wear Item Programme; c) damage or failure caused by misuse, negligence, improper cleaning, failure to follow manufacturer instructions, unauthorized repair or alteration, non-original parts, or incompatible or unauthorized consumables; (d) cosmetic damage that does not affect function, including scratches, cosmetic cracks, and rust; (e) accidental damage, abuse, excessive stress, liquid damage, theft, loss, and damage caused by inadequate packaging or unauthorized transport; (f) modifications, alterations, or removal or change of Equipment identification marks; (g) operation without both a suitable surge protector and a dedicated 20-amp circuit (device only); (h) expedited or priority shipping, loaners, substitute equipment, and business-interruption

expenses; and (i) pre-existing or gap-period problems, problems first arising during a Suspension Period under Section 5, and claims excluded by the lawful-use conditions.

The Initial Warranty's shipping and routine-service exclusions do not defeat the standard-shipping and annual maintenance benefits expressly included here. Its wear-and-tear exclusion does not defeat the limited handpiece benefit in Section 2.4. No exclusion relieves Artemis of responsibility that cannot lawfully be excluded for its own handling, transport, or repair of the Equipment.

4. PRICE, INSTALLMENTS, AND DISCOUNTS

The selected price and applicable taxes are payable on the dates stated in Enrollment. If no different initial due date is stated, annual payment or the first installment is due by the Start Date; the remaining eleven installments are due on the corresponding day of each succeeding month, or the last day of a shorter month. Monthly payment is an installment arrangement for the full Plan Year, not an option to cancel each month. Prices will not change during that Plan Year.

Discounts are available on annual prepayment only; no discount applies to monthly installments. Purchaser qualifies for a five percent (5%) discount from the annual list price of the selected Plan if: (a) Purchaser buys the Plan at the same time as the Equipment, for the first Plan Year only; (b) the Equipment is at the same authorized equipment location as one or more other device devices owned by Purchaser that each have an active Plan, in which case the discount applies to the Plan for each additional device; or © Purchaser buys Plans for two or more device devices at the same authorized equipment location at the same time, in which case the discount applies to each of those Plans. Devices at different locations do not qualify for a multi-device discount. Discounts do not combine, and no Plan receives more than one five percent (5%) discount. Discounts do not apply to a Plan bought under the Warranty Gap Offer below. The Enrollment will state any discount and the resulting price in dollars. A discount applies only to the Plan Year for which it is given.

Warranty Gap Offer. If the Equipment's Initial Warranty or a previous Plan has expired, and Artemis has given Purchaser a written quote for a repair to the Equipment, Purchaser may buy an annual Plan on the following terms (the "Warranty Gap Offer"): (a) the offer is available for annual prepayment only, must be accepted within thirty (30) days after the date of the repair quote, and does not combine with any other discount; (b) Artemis will reduce the quoted repair price by thirty percent (30%) (the "Repair Discount"); © Purchaser must pay the annual Plan price and the discounted repair price in cleared funds before the repair is scheduled; (d) the quoted repair is a paid repair of a pre-existing problem and is not a covered claim under this Plan; (e) after the repair, Artemis will carry out the Annual Maintenance Service visit for the first Plan Year, which also serves as the inspection under Section 1, and any other problem identified at that visit must be repaired at Purchaser's cost, on a separate quote, before coverage begins; (f) the Start Date is the date on which Artemis confirms in writing that the maintenance visit is complete and that the Equipment is in proper working order and meets the conditions in Section 6, and the Plan Year runs for twelve (12) months from that date; and (g) if Purchaser cancels the Plan under Section 9, the Repair Discount becomes payable to Artemis and may be deducted from any refund, to the extent permitted by law.

5. PAYMENT DEFAULT; NOTICE AND CURE; OCCURRENCE-BASED EXCLUSION

5.1 Payment Default. After coverage begins under Section 1, a "Payment Default" occurs when the annual payment, a monthly Plan installment, or related tax is not received by 11:59 p.m. Eastern Time on its due date, or any Plan payment, including the annual payment, is dishonored, reversed, or charged back. A Payment Default does not itself suspend or forfeit coverage. A delay caused solely by Artemis's failure to process a timely, valid payment authorization supported by sufficient available funds is not a Payment Default. Default on an unrelated invoice is not a Payment Default under this Plan.

5.2 Written notice and opportunity to cure. Before suspending coverage for nonpayment, Artemis shall give Purchaser written notice identifying the unpaid installments and related taxes, their due dates, the amount required to cure, payment instructions, the cure deadline, and the prospective suspension date and time. The notice must explain that problems first arising during a resulting Suspension Period will remain excluded after cure. Purchaser has five (5) calendar days after receipt of the notice to pay the identified overdue amounts in cleared funds. The cure deadline may not be earlier than 11:59 p.m. Eastern Time on the fifth calendar day after receipt; a deadline falling on a Saturday, Sunday, or New York bank holiday extends through the next business day.

Purchaser agrees that notices under this Agreement may be given electronically. Notice may be sent by email to the email address in the Enrollment (as updated by Purchaser), or through Purchaser's Artemis eStore account with an email alert to that address. Artemis may also deliver notice personally, or by tracked mail or courier to the Enrollment postal address. An electronic notice is treated as received when it is sent, unless Artemis receives a delivery-failure message or otherwise knows it was not delivered. In that case, Artemis must resend the notice by another method permitted here, and receipt is measured from the resent notice. Artemis will keep a record of each notice sent and its delivery status. Purchaser must keep its Enrollment email address current. Artemis must give any longer cure period, and use any other delivery method, required by applicable law. A later installment requires its own notice and cure opportunity before it independently supports suspension; it does not shorten an existing cure period.

5.3 Full coverage through cure; prospective suspension only. Subject to the Plan's other conditions and stated term, all coverage and benefits remain fully in effect before notice and through the cure deadline, including covered repairs, replacements, maintenance, shipping, travel, Wear Item Programme benefits, and processing and performance of otherwise covered claims. This protection is not withdrawn retroactively if Purchaser fails to cure. If the noticed default remains uncured after a compliant notice and cure period, coverage for new problems and eligibility for maintenance and Wear Item Programme benefits are suspended beginning at 12:00 a.m. Eastern Time on the day after the cure deadline, or the later time stated in the notice. The "Suspension Period" runs from that time until reinstatement under Section 5.6 or the Plan's earlier expiration or termination. It cannot be backdated to the payment due date.

5.4 OCCURRENCE-BASED EXCLUSION AND WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, ONLY PROBLEMS FIRST ARISING DURING A SUSPENSION PERIOD ARE PERMANENTLY EXCLUDED BY

REASON OF PAYMENT DEFAULT. PURCHASER WAIVES PLAN BENEFITS FOR THOSE PROBLEMS, WHETHER REPORTED DURING OR AFTER SUSPENSION. LATER PAYMENT DOES NOT RESTORE COVERAGE FOR THEM. THE DATE A CLAIM IS MADE, REPORTED, OR ASSERTED DOES NOT DETERMINE THIS EXCLUSION. AN OTHERWISE COVERED PROBLEM ARISING BEFORE SUSPENSION, INCLUDING DURING THE NOTICE-AND-CURE PERIOD, REMAINS COVERED EVEN IF REPORTED LATER, SUBJECT TO SECTION 8.

5.5 Occurrence date and preserved claims. A problem first arises when it first causes an operational failure, malfunction, or physical damage, whether or not then discovered. A latent manufacturing defect with no operational effect or physical damage is not alone an occurrence. Artemis will determine timing reasonably and in good faith from diagnostic findings, logs, and other available evidence, not infer an excluded occurrence merely from the reporting date. Continuation of the same failure does not change its original occurrence date; a distinct later failure is evaluated separately, subject to the Plan's causation and other exclusions. Artemis will receive and assess claims during suspension. Only after the cure period expires may Artemis defer actual service on an otherwise covered pre-suspension occurrence, to the extent permitted by law. That deferral does not waive the claim or convert it into an excluded occurrence and ends upon cure or, for that preserved claim, expiration or termination of the Plan. Artemis must then perform the covered obligation without requiring new enrollment and may pursue unpaid installments and any amount payable under Section 5.8 separately. No payment-related deferral applies to performance required by law.

5.6 Reinstatement. Before termination or expiration, coverage automatically resumes prospectively when Artemis receives in cleared funds the overdue Plan installments and related taxes for which the applicable cure periods have expired, subject to other lawful eligibility conditions. Amounts still within their protected cure periods do not delay reinstatement. No additional approval or waiting period applies solely because of the cured Payment Default. Acceptance of arrears does not restore coverage for occurrences within the actual Suspension Period. A later dishonor or reversal creates a new Payment Default requiring new notice and cure; it does not retroactively withdraw coverage previously preserved under this Section.

5.7 Term and mandatory rights. Payment Default does not extend the Plan Year or reduce installments accruing before termination. This Section does not create coverage before the initial payment and activation requirements in Section 1 are satisfied. A terminated Plan requires new written enrollment for future coverage, but not for preserved claims. Any nonwaivable or more favorable notice, cure, refund, cancellation, or coverage requirement controls. The waiver concerns only Plan benefits for excluded occurrences; it does not waive independent misconduct claims, valid Initial Warranty rights, or mandatory product-safety or reporting obligations.

5.8 Benefits received and amounts owed on non-payment. Monthly payment spreads the price of the full Plan Year; it is not a pay-as-you-go service. If Artemis terminates the Plan under Section 9 for an uncured Payment Default, Purchaser must pay Artemis, in addition to any accrued unpaid installments and related taxes, the amount (if any) by which the Benefit Value exceeds the total Plan fees Purchaser has paid. The total amount Purchaser pays for the Plan Year will never exceed the full Plan Year price for

the selected payment option, plus applicable taxes. The "Benefit Value" is the value of the covered benefits provided to Purchaser during the Plan Year, including preserved claims performed under Section 5.5, calculated at Artemis's then-current standard retail prices for the parts, handpieces, labor, technician travel, shipping, and maintenance visits provided. Artemis will give Purchaser an itemized statement of the Benefit Value and the amount due, which is payable within thirty (30) days after the statement is given. Amounts due under this Section are a debt owed to Artemis, which Artemis may pursue directly or through a third-party collections agency, in each case in compliance with applicable law. This Section does not apply if Purchaser cancels within the cancellation period in Section 9 or if the Plan ends because of Artemis's breach.

By clicking "Accept", Purchaser specifically acknowledges Section 5's notice, cure, and occurrence-based exclusion, and the amounts payable on non-payment under Section 5.8.

6. CARE, TRAINING, AND TECHNICAL CONDITIONS

Purchaser must operate, clean, maintain, store, and transport the Equipment as directed by the manufacturer and comply with the care and training requirements of the Purchase Agreement. All operators must complete the required training and certification through Artemis-authorized trainers and maintain legally required qualifications. Purchaser must preserve identification marks, maintenance and service records, and proof of required electrical protection, and provide them on reasonable request.

Purchaser must ensure that they are running on the latest recommended software as provided by the Artemis team.

Purchaser must not make unauthorized modifications or repairs and must use the manufacturer-specified consumables purchased from Artemis, unless Artemis approves otherwise in writing or applicable law prohibits that restriction. Failure to satisfy applicable care, training, electrical, modification, identification, or consumable conditions may suspend eligibility and support termination under Section 9; resulting damage remains excluded. Where mandatory law protects third-party parts, consumables, or servicing, using them alone does not void coverage, although damage they cause remains excluded. Requirements for Artemis to perform covered work using certified technicians and OEM parts remain applicable.

7. CONTINUED LAWFUL USE IS AN EXPRESS CONDITION OF COVERAGE

Coverage and continued eligibility are expressly conditioned on Purchaser's continued lawful procurement, possession, supervision, marketing, and operation of the Equipment under all applicable federal, state, and local laws and regulations and the Purchase Agreement's prescription-device and lawful-use provisions. Purchaser must maintain all required licenses, permits, registrations, insurance, and authorizations; a properly licensed Medical Director or other authorized practitioner where required; and all required prescribing, patient assessment, supervision, collaboration, and delegation arrangements. Every operator must act within that person's lawful scope of practice. Purchaser must comply with applicable corporate-practice-of-medicine restrictions.

As a separate contractual coverage condition, Purchaser must follow the Equipment's applicable FDA-cleared or approved labeling, indications, and manufacturer instructions, as required by the Purchase Agreement. This condition does not represent that every use outside labeling is necessarily unlawful. Artemis training or certification does not confer a professional license or enlarge an operator's lawful scope of practice. Purchaser must promptly notify Artemis of a material change in equipment location, ownership, Medical Director, supervision, licensure, or regulatory status affecting lawful use. Purchaser must stop any unlawful use immediately. During material noncompliance affecting lawful possession, supervision, or use, Plan benefits are suspended; problems arising during that period or caused by prohibited use are excluded. Restoration requires correction and reasonable documentation of compliance and is prospective only. A mere allegation does not establish a violation; Artemis may withhold performance that it reasonably believes would facilitate unlawful use while requesting supporting documentation.

Artemis's review of documents, training, inspections, or provision of service is not legal advice or an assurance of Purchaser's compliance and does not transfer Purchaser's compliance duties to Artemis. Each party remains responsible for its own nondelegable legal obligations. Nothing prohibits adverse-event reporting, regulator communications, required recalls or corrective action, or safety-related retrieval or service required by law.

8. CLAIMS AND SERVICE PROCEDURE

Purchaser must promptly notify Artemis using the claims email or telephone number set forth in Enrollment, identify the serial number and problem, state when the problem first occurred, and provide reasonably requested photographs, logs, and service records. An otherwise covered problem arising while coverage was active, including the protection under Section 5.3, must be reported during the Plan Year or within thirty (30) days after expiration or earlier termination. Reporting during a Payment Default or Suspension Period does not itself exclude a claim. This reporting period does not extend occurrence coverage or revive a problem first arising during a Suspension Period, and a permitted service deferral does not shorten it. Artemis will communicate its coverage determination and the reason for any denial. Purchaser may request review under Section 13.

All covered service and shipping must be approved in writing by Artemis in advance. Purchaser must cooperate with reasonable remote troubleshooting, provide safe access, stop use that risks injury or further damage, and return defective parts or Equipment as instructed. Replaced items become Artemis's property. Purchaser must use the packaging and shipping method approved by Artemis; damage caused by Purchaser's noncompliant packaging or transport is excluded. Purchaser must inspect returned shipments promptly and report apparent transit damage within twenty-four (24) hours. To the extent permitted by law, failure to report apparent transit damage within that period waives only the related transit-damage claim; latent damage must be reported promptly after discovery.

Noncovered work requires Purchaser's authorization to the quoted charges before it is performed. Artemis will use commercially reasonable efforts to provide covered service within a reasonable time; no particular turnaround time or uninterrupted operation is guaranteed. This Plan does not provide

emergency clinical service. After-hours hazards must be addressed by stopping use, obtaining appropriate emergency assistance, and notifying Artemis. Mandatory emergency-repair rights are not restricted. Purchaser must report adverse events to Artemis within three (3) days and provide a written report within ten (10) days, or sooner when required, without delaying any independent report required by law.

9. CANCELLATION, EXPIRATION, AND RENEWAL

The original Purchaser may cancel by written notice within twenty (20) days after receiving this Agreement and obtain a full refund of amounts paid if no claim has been made. Artemis will refund within thirty (30) days after return or cancellation. Any mandatory longer period or refund right applies; a ten percent (10%) penalty per month will be added to an overdue return-period refund where New York Insurance Law Article 79 applies. After this period, Purchaser has no contractual right to cancel midyear, except as required by law or agreed in writing by both parties.

Artemis may terminate for a Payment Default remaining uncured for at least thirty (30) days only after the notice and full cure period in Section 5.2 have been provided and expired. Artemis may also terminate for material misrepresentation or a substantial breach concerning the Equipment, its care, or lawful use. Nonpayment may not be relabeled as another breach to bypass Section 5. Artemis will give written notice, delivered as set out in Section 5.2, stating the reason and effective date at least fifteen (15) days before termination, or provide any greater notice required by law. Default and termination notices may be combined only if all applicable content, delivery, timing, and cure requirements are satisfied. Cure of the Payment Default supporting termination before the effective termination time prevents termination on that ground. A later installment still within its protected cure period does not permit termination. These termination provisions do not delay a properly commenced suspension under Section 5 or an independent lawful-use suspension under Section 7. Upon termination, Artemis will refund within thirty (30) days prepaid Plan fees attributable on a daily pro rata basis to the period after termination, subject to any more favorable mandatory rule. Accrued unpaid amounts remain due, together with any amount payable under Section 5.8; future installments will not otherwise be accelerated merely because Artemis terminates. Termination does not extinguish otherwise valid pre-termination claims, including claims preserved under Section 5.5 and timely reported under Section 8. An eligible claim arising before a Suspension Period is not forfeited because the account remains unpaid at termination.

Automatic renewal. Unless Purchaser or Artemis stops renewal under this Section, the Plan renews automatically at the end of each Plan Year for a further twelve (12) month Plan Year, on the same plan tier and payment option and on the terms of this Agreement.

Renewal price. Artemis may change the list price of the Plan for a renewal Plan Year, but the renewal list price will not exceed the list price of the same plan tier for the expiring Plan Year by more than ten percent (10%). Prices will not change during a Plan Year. A discount under Section 4 applies to a renewal Plan Year only if Purchaser qualifies for it at the time of renewal.

Renewal reminder. Not less than forty-five (45) and not more than sixty (60) days before the end of each Plan Year, Artemis will give Purchaser written notice, served personally or by certified mail to the Enrollment postal address and also sent by email, that calls attention to this automatic renewal provision and states: the renewal Plan Year dates, the renewal price, the payment method that will be charged, the date by which Purchaser must give notice to stop renewal, and how to give that notice. If Artemis does not give this reminder as required, the Plan will not renew automatically and will expire at the end of the Plan Year.

Stopping renewal. Purchaser may stop renewal by notice to Artemis at least thirty (30) days before the end of the Plan Year, by email to support@artemisdistribution.com or through Purchaser's Artemis eStore account. Artemis may decline to renew by written notice, delivered as set out in Section 5.2, at least thirty (30) days before the end of the Plan Year. A Plan that is in a Suspension Period, has unpaid amounts outstanding, or has been terminated does not renew automatically.

Renewal payment. Purchaser authorizes Artemis to charge the renewal price and applicable taxes to the payment method on file, on the first day of the renewal Plan Year for annual payment and on the corresponding day of each following month for monthly installments. A renewal payment that is not received, or is dishonored, reversed, or charged back, is a Payment Default under Section 5. Purchaser must keep its payment method current.

Expiry. If the Plan expires without renewing, any later enrollment is subject to Section 1, and coverage does not extend to problems first arising during the gap.

10. LIMITED WARRANTY; EXCLUSIVE CONTRACTUAL REMEDIES

EXCEPT FOR THE EXPRESS OBLIGATIONS IN THIS AGREEMENT AND RIGHTS THAT CANNOT LAWFULLY BE DISCLAIMED, ARTEMIS DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS PLAN DOES NOT GUARANTEE CLINICAL RESULTS, REVENUE, PROFITABILITY, OR UNINTERRUPTED USE.

Subject to mandatory law, the repair, replacement, maintenance, and other express benefits stated here are Purchaser's exclusive contractual remedies for a covered Equipment problem. This does not eliminate remedies that the law requires if an exclusive remedy fails of its essential purpose. Manufacturer approval requirements in the Purchase Agreement do not nullify Artemis's independent obligations under this Plan.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, ARTEMIS IS NOT LIABLE UNDER THIS PLAN FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUE, BUSINESS, REPUTATION, DATA, LOSS OF USE, OR SUBSTITUTE-EQUIPMENT COSTS. ARTEMIS'S AGGREGATE LIABILITY FOR DAMAGES ARISING FROM THIS PLAN WILL NOT EXCEED THE TOTAL PURCHASE PRICE PAID FOR THE EQUIPMENT UNDER THE PURCHASE AGREEMENT. THIS DAMAGES CAP DOES NOT LIMIT ARTEMIS'S PERFORMANCE OF EXPRESS PLAN BENEFITS OR CREATE AN UNSTATED ANNUAL REPAIR ALLOWANCE.

12. PURCHASER RESPONSIBILITY, INSURANCE, AND INDEMNITY

Purchaser must maintain the property and personal-injury or medical-malpractice insurance required by the Purchase Agreement. To the fullest extent permitted by law, Purchaser will defend, indemnify, and hold harmless Artemis and its officers, directors, employees, and agents from third-party claims, liabilities, and reasonable attorneys' fees and defense costs arising from allegations of Purchaser's unlawful procurement, advertising, supervision, or use; negligent operation; false compliance representations; or breach of its obligations concerning the Equipment. This obligation does not extend to the extent a claim is caused by Artemis's negligence, fraud, gross negligence, willful misconduct, or independent violation of law, or to any indemnity or penalty that cannot lawfully be shifted. It is not a general prevailing-party fee provision for disputes between Purchaser and Artemis.

13. GOVERNING LAW AND DISPUTE RESOLUTION

The governing-law and dispute-resolution provisions of Schedule 3, Section 17 of the Purchase Agreement identified in the Enrollment, including its binding arbitration, forum-selection, jury trial waiver, and class/collective-action waiver provisions, are incorporated into this Agreement by reference as if fully set forth herein and apply to this Agreement and all disputes arising out of or relating to this Plan. For that purpose, references in the incorporated provisions to the "Agreement," "Buyer," and "Distributor" shall include this Agreement, Purchaser, and Artemis, respectively. Purchaser acknowledges receipt of the incorporated provisions and expressly agrees to their application to this Plan. This Section survives expiration or termination of the Plan. Nothing in this Section waives any right or protection that applicable law does not permit the parties to waive.

14. GENERAL TERMS AND ACCEPTANCE

This Plan is not transferable without Artemis's prior written consent; sale or relocation of the Equipment must also be reported as required by the Purchase Agreement. The Plan does not transfer automatically with the Equipment. Events beyond a party's reasonable control may excuse the resulting delay in performance, but not accrued payment obligations or duties that cannot lawfully be excused.

Notices may be sent to the Enrollment email and mailing addresses, including electronically as set out in Section 5.2. The delivery and receipt rules in Section 5.2 apply to default and termination notices, subject to any legally required delivery method. Purchaser must keep those addresses current. This Agreement, the Enrollment, any applicable state addendum accepted by Purchaser, and the applicable provisions of the Purchase Agreement constitute the agreement concerning the Plan. Amendments and discretionary waivers must be in writing and agreed by both parties, which may include electronic acceptance. An invalid term will be limited or severed without defeating the remainder, subject to Section 13. Mandatory notice, cure, cancellation, refund, repair, and statutory-remedy rights override inconsistent terms; a choice of New York law does not waive them. This Agreement is accepted electronically as described in the Acceptance section below, and electronic acceptance and electronic records have the same legal effect as signed originals.

15. ACCEPTANCE

This Agreement is accepted online. No handwritten signature is required.

By clicking "Accept" (or a similarly labelled button) on the Artemis eStore, the individual accepting this Agreement warrants that they are authorized to bind Purchaser, and Purchaser:

1. acknowledges receipt of this Agreement and the applicable Purchase Agreement;
2. specifically accepts the annual payment commitment, the automatic renewal provision in Section 9, the amounts payable on non-payment under Section 5.8, the notice-and-cure protections, the occurrence-based suspension exclusion in Section 5, the lawful-use conditions in Section 7, and the arbitration provision in Section 13; and
3. agrees that clicking "Accept" is its electronic signature and has the same legal effect as signing this Agreement by hand.

Artemis accepts this Agreement by confirming the Enrollment by email. Artemis will only do so after Purchaser has provided, and Artemis has verified, the serial number of the device device to be covered. Artemis will keep an electronic record of Purchaser's acceptance, including its date and time, and will provide a copy of this Agreement and that record on request.