

3Shape Scanner Lease Agreement



This Dental Scanner Lease Agreement ("Agreement") is entered into on _____, 2025, by and between Specialty Appliance, Inc. ("Lessor") and _____ ("Lessee" or "Doctor"), collectively referred to as the "Parties."

1. Definitions

"Scanner" refers to the 3Shape Trios Intraoral Scanner provided to the Lessee. "Laptop" refers to the computer included in the lease necessary for Scanner operation. "Trios Care" refers to the premium support package provided by 3Shape. "Agreement" refers to this Dental Scanner Lease Agreement.

2. Equipment Provided

Lessor agrees to provide Lessee with the 3Shape Trios Intraoral Scanner and a Laptop required for its operation. The Laptop is included in the lease and is essential for processing high-resolution 3D scans, integrating with Trios software, storing and transferring data, controlling and calibrating the Scanner, enabling real-time visualization for scan review, and uploading data securely to the cloud.

3. Ownership of Equipment

Lessee acknowledges and agrees that they do not own the Scanner or Laptop. Ownership of the equipment remains with the Lessor, and this Agreement does not confer any ownership rights to the Lessee.

4. Installation and Training

Installation and training will be provided by 3Shape. Lessor will coordinate scheduling with 3Shape to ensure proper setup and onboarding.

5. Lease Term

The lease term is three (3) years from the start date of this Agreement. At the end of the lease term, Lessee may either renew the lease under new terms or return the Scanner and Laptop to Lessor in good working condition.

6. Monthly Technology and Service Fee

Lessee agrees to pay a technology and service fee of \$175. This fee provides for continuous support of the scanner.

7. Minimum Monthly Lab Work Commitment

Lessee agrees to send a minimum of \$3,500 per month in dental lab work to Lessor, utilizing the Scanner for digital impressions.

8. Failure to Meet Lab Work Minimum

Lessee agrees to maintain an average of \$3,500 per month in lab work sent to Lessor, calculated on a rolling three-month basis. If, at the end of any given month, the average lab work over the prior three months falls below this threshold, Lessee must either:

1. Make up the shortfall in the following month,
2. Pay a fee equal to 50% of shortfall, or
3. Return the scanner and laptop to Lessor upon request.

For example, if Lessee submits only \$3,000 in lab work for three consecutive months—creating a \$1,500 cumulative shortfall—they must submit \$5,000 in lab work the following month to return to compliance.

9. Use of Scanner and Lab Approval

Lessee may use the Scanner to submit digital files to only the Lessor and any pre-approved labs. The lessee must submit a request to submit cases to other labs which the Lessor will approve within two (2) business days of receiving the request.

Lessor reserves the right to deny lab access only in cases where a lab poses a conflict of interest, demonstrates a pattern of conduct harmful to Lessor's business, or primarily outsources production overseas.

This policy is intended to promote collaboration while maintaining high standards of care and protecting the interests of all parties.

10. Maintenance, Repairs & Trios Care

Lessor covers standard maintenance and software updates through Trios Care. This includes exclusive trainings, software updates, accidental drop coverage for the Scanner, priority customer support, and additional protection features. The Scanner and Laptop must be handled with care.

11. Termination & Equipment Return

This Agreement shall take effect on the start date and may be terminated by either Party with twelve (12) months' written notice to the end of a calendar month. In the event of immediate termination due to breach by the Lessee, the Lessee will be responsible for paying a contract

termination fee equal to one full year of lease payments (\$5,000- \$7,000, based on program terms).

Upon termination, Lessee shall

- cease all use of the Products;
- discontinue any use of the name, logo, trademarks, service marks or slogans of the 3Shape and the Products, unless otherwise owned or leased;
- discontinue all representation or statements from which it might be inferred that any relationship exists between Lessee and the Lessor and 3Shape

12. End of Term Obligations

At the conclusion of the three-year lease term, the Lessee is required to either renew the lease under new terms or return the Scanner and Laptop to the Lessor in good working condition. In the event the Lessee fails to meet the monthly lab work minimum and does not compensate for the shortfall, the Lessor reserves the right to retrieve the Scanner and Laptop.

13. Confidentiality

Both Parties agree to maintain confidentiality regarding the terms of this Agreement and any business, technical, or financial information disclosed.

14. Warranties and Liability

The Scanner and Laptop are provided "as-is" with warranty services and protection covered under Trios Care. Lessor shall not be held liable for indirect, incidental, or consequential damages, including lost profits, even if advised of the possibility of such damages.

15. Force Majeure

Neither Party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to natural disasters, acts of war, labor strikes, epidemics, or supplier delays.

16. Data Use and Compliance

Lessee agrees to comply with all applicable laws and regulations concerning the use of digital dental equipment. Lessee acknowledges and consents to the collection and use of anonymized data for improvement, support, and quality assurance.

17. Governing Law

This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Lessor:

Specialty Appliances, Inc.

Signature: _____

Name: _____

Title: _____

Lessee:

Doctor Name: _____

Signature: _____

Practice Name: _____