



Software Licence Terms and Conditions
of
CANDULOR AG
and its affiliated entities
(Licensor)

1. PREAMBLE

The Candulor Denture Smile Library sets new standards in digital prosthetics with a comprehensive selection of PhysioStar, PhysioSet and PhysioSelect teeth with matching posterior teeth in all available sizes.

With 453 predefined setup options, which can be precisely adapted to the patient's jaw, our library enables individual design of the prosthesis. The tooth lines can be freely combined according to articulation tables, whereby pre-set occlusions are integrated in the Gerber, Physiological, Gysi, Lingualized and TiF occlusion schemes.

2. SCOPE

2.1. These Software License Terms and Conditions apply to

- (a) the "Candulor Denture Smile Library" (hereinafter "Library" or "Software") of Licensor along with the associated program documentation provided to the Customer by the Licensor and
- (b) any terms accompanying any software supplements, updates, and services that are provided by Licensor and
- (c) used by the customer in connection with the Products of Licensor and
- (d) any separate license that may be presented when installing and using the Software on a device.

2.2. Unless otherwise specified in this Agreement, the Licensor is CANDULOR AG - and its affiliated entities.

2.3. Unless otherwise provided in the individual agreement, the Customer receives the Software solely in object code format for self-installation - as download - on the Customer's system. The details are described in Appendix 1 "Activation" hereto.

2.4. The Software and accompanying program documentation are protected by copyright and other intellectual property rights. In relation to the Customer, all rights to the Software shall be due exclusively to Licensor and its respective manufacturers.

3. GRANT OF RIGHT TO USE, SCOPE OF LICENCE

3.1. The user receives a non-exclusive, non-transferable, non-sublicensable right to use the library on the basis of the present license conditions. The user is entitled to use the library for his own business purposes according to the description in the supplied program documentation and the individual agreement

3.2. The Customer is entitled to make a backup copy of the Software that must be identified with a copy of the original labelling (including the copyright notice). Use of the backup copy is



permitted only with deterioration or loss of the Software copy originally provided by the Licensor. The Customer is also subject to the terms and conditions of this Software License in regard to the use of the backup copy. Moreover, the Customer is not entitled to reproduce the Software or the Software documentation or portions thereof beyond the use authorized pursuant to Section 3.1 without prior written consent of the Licensor.

- 3.3. Without the consent of the Licensor, the Customer is not permitted to edit, modify or otherwise amend the Software; to connect it with other programs in a manner other than via the interfaces provided for this purpose; to re-translate (to decompile) it to another display format; to remove, circumvent or modify any security codes or labelling of the features serving to identify the Software; or to remove information as contained in the Software and program documentation concerning authorship, copyrights (copyright) or other proprietary rights of the Licensor. All rights not expressly granted in this agreement are reserved to the Licensor. Mandatory rules regarding the use of copyright remain unaffected.
 - 3.4. The right to terminate the license for cause remains unaffected. An important reason for an extraordinary termination by the Licensor exists in particular if the Customer violates the provisions of this License in a not insignificant manner. In this case, the user is not entitled to a refund of the remuneration paid for the provision of the software and the granting of the license. The assertion of further claims for damages by the Licensor remains reserved.
 - 3.5. Upon expiry of the license according to section 3.5, the Customer's right to use the provided software expires. He must delete the copies installed on his systems as well as all copies of the software on separate data carriers and destroy the operating instructions. The Customer has to affirm the complete deletion or destruction in writing to the Licensor and the Customer shall prove in an appropriate form the destruction at the request of the Licensor.
 - 3.6. Parts of the software may contain open-source components or components of third party providers. Further information and the applicable license conditions for these components are part of the associated program documentation provided to the Customer by the Licensor. The use of these materials is subject to the regulations mentioned in each case.
4. OBLIGATIONS OF THE USER
- 4.1. The Customer will not misuse the software in any way. The Customer will also refrain from any attempt by himself or by unauthorized third parties to access information or data without authorization or to interfere or have interference with the software.
 - 4.2. The Customer shall immediately report errors in the contractual services of the Licensor in text form and reproducibly state how and under what circumstances the error or defect occurs and actively support the Licensor in troubleshooting by assigning suitable documentation (hardcopy, etc.) and in particular provide all other necessary documents, data etc. which the Licensor requires for the analysis and elimination of the defect. If, after the Licensor has examined the Customer's notification of defects, it becomes apparent that the error did not occur within the Licensor's area of responsibility, Licensor reserves the right to charge the Customer for the costs of checking the error message. This does not apply if the Customer was not able to recognize that the interference did not occur within the area of responsibility of the Licensor even when exercising the necessary care.
 - 4.3. The Customer shall observe all relevant laws, legal norms and other applicable law when using the software and the services covered by the contract. In particular, the user is prohibited from posting data or content that violates legal provisions that violate third-party property rights or copyrights or other rights of third parties.



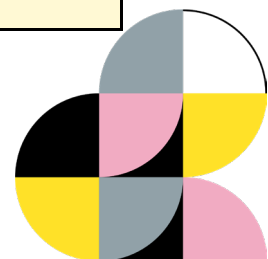
5. SUBSCRIPTION MANAGEMENT

Candulor Denture SmileLibrary (Installer)*	Candulor Denture SmileLibrary+
<ul style="list-style-type: none"> • <u>Upper Anterior:</u> PhysioStar (Size: 884, 550, 554 556, 776) PhysioSelect (Size: 562, 564, 788, 784, 680) PhysioSet (Size: 213, 234, 353, 204, 425) • <u>Lower Anterior:</u> PhysioStar (Size: 998, 996) PhysioSet (Size: 60, 66) PhysioSet (Size: 84, 83) • <u>Posterior:</u> Bonartic II (Size: 02, 04, 06) Bonartic (Size: 02, 06, 08) • Total upper anterior moulds: 15 • Total lower anterior moulds: 6 • Total posterior moulds: 6 • Total occlusions: 1 (Physiological) • Angle Class I • Total full arches according to articulation chart: 26 	<ul style="list-style-type: none"> • <u>Upper Anterior:</u> PhysioStar (Size: 550, 552, 554, 556, 660, 662, 664, 666, 770, 772, 774, 776, 880, 882, 884) PhysioSelect (Size: 560, 562, 564, 566, 670, 672, 674, 676, 678, 680, 682, 780, 782, 784, 786, 788, 790, 792) <u>PhysioSet</u> (Size: 203, 204, 213, 224, 232, 233, 234, 262, 263, 264, 302, 303, 304, 332, 333, 342, 343, 353, 423, 424, 425, 452) • <u>Lower Anterior:</u> PhysioStar (Size: 990, 992, 994, 996, 998) PhysioSelect (Size: 60, 62, 64, 66) PhysioSet (Size: 52, 53, 54, 81, 82, 83, 84) • <u>Posterior:</u> Bonartic (Size: 02, 04, 05, 06, 08) Bonartic II (Size: 02, 04, 06) Bonselect (Size: 02, 04, 06, 08) Condyliform II (Size: 34, 36, 38) • Total upper anterior moulds: 55 • Total lower anterior moulds: 16 • Total posterior moulds: 6 • Total occlusions: 5 (Gerber, Physiologisch, Gysi, Lingualisiert, TiF) • Angle Class I • Total full arches according to articulation chart: <u>453</u>

*Note: The full version of the installation program will be valid from summer onwards. Until then, the current version remains in use.

Pricing scheme:

Candulor Denture SmileLibrary (Installer)	Candulor Denture SmileLibrary+
<ul style="list-style-type: none"> • Demo Version • Free to use 	<ul style="list-style-type: none"> • Activated by CANDULOR • Annual payment: CAD 718.80 excl. VAT (CAD 59.90 per month)



	<ul style="list-style-type: none">• Annual termination possible (2 months notice period)
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Price Increase. In case of substantial change in the cost to Licensor to supply the Software due to statutory or regulatory changes or a change in the specifications of the Software, or due to other changes, such as increase in energy, raw material, or labor costs, where any increase in these costs would result in a potential increase of the license fee, Licensor will inform the Licensee 90 days in advance of such price increase.

6. SUPPORT & AFTER SALES

As the licensed library is an add-on only, the technical support will be provided by the reseller of the 3Shape license.

7. WARRANTY

- 7.1. Technical data, specifications and performance data in public statements, in particular in advertising material, are not quality specifications. The functionality of the software is based on the description in the operating instructions and the additional agreements made.
- 7.2. Claims for defects become statute-barred after twelve months unless the defect was fraudulently concealed.
- 7.3. The enforcement of claims for liability for defects depends on the fact that defects are reported in writing within one week after their first recognition.
- 7.4. The Licensor is not liable in cases in which the Customer has made changes to the software, unless these changes had no influence on the occurrence of the defect.
- 7.5. ALL SOFTWARE, LIBRARIES AND DOCUMENTATION ARE PROVIDED "AS IS." LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

8. LIABILITY

- 8.1. In all cases of contractual and non-contractual liability, the Licensor warrants exclusively within the following limits:
 - a. in the case of intent in full amount, as well as in the absence of a quality for which the Licensor has assumed a guarantee;
 - b. in the case of gross negligence, only to the amount of the foreseeable damage which was to be prevented by the breached obligation;



- c. in other cases: only for breach of an essential contractual obligation, if the purpose of the contract is endangered, but always only to the amount of the foreseeable damage. The total liability is limited to the remuneration from this contract.

8.2. The limitations of liability pursuant to Section 6.1 shall not apply to liability for personal injury and liability pursuant to the Product Liability Act.

8.3. The Licensor reserves the right to object to contributory negligence.

9. TAX

9.1. If the Licensee and the Licensor are located in different countries, the license grant might be subject to withholding tax. However, according to the model tax convention of the Organization for Economic Co-operation and Development (OECD), the sale of standardized software is not subject of withholding tax. In the event, that in the country where the Licensee is located the sale of the software is subject to withholding tax, the Licensee undertakes to correctly pay a withholding tax in the respective countries in accordance with national law and to prove this to the licensor without being asked and without delay with corresponding proof.

A possible exemption from withholding tax or reduction of the tax rate based on the relevant double taxation agreements must be examined by the beneficiary immediately after conclusion of the contract, in particular to which formal conditions this exemption or reduction is linked, notified to the licensor without delay and initiated in consultation with him.

Unless a double taxation agreement applies, the withholding tax is to be borne by the license holder.

9.2. Both parties assume that the so-called reverse charge procedure (reversal of tax liability) applies with regard to the application and payment of indirect taxes. If this is not the case and this results in tax obligations for the licensor in the user's country, the user will inform the licensor of this immediately after conclusion of the license agreement.

9.3. The Licensee undertakes to actively support the Licensor with regard to all tax obligations, whether in the country of the User or in another country, and in particular to provide the Licensor without delay with all evidence required by tax authorities - if available or obtainable.

9.4. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Licensee is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

10. OTHER

10.1. These license conditions also apply to later versions, which are provided to the Customer by the Licensor, unless different agreements are made when the respective later version is made available.

10.2. Should one or more provisions of these license conditions or individual clauses be or become invalid or should this contract contain gaps, the validity of the remaining provisions shall



remain unaffected. In this case, the contracting parties undertake to work towards an effective agreement which, if the contracting parties had been aware of its nullity or absence, would come as close as possible in economic terms to the void or missing agreement.

10.3. There are no subsidiary agreements to these terms of use. Changes and additions to these terms of use must be made in writing. This formal requirement can only be waived by written agreement.

10.4. The parties are aware that the contractual software may be subject to export and import restrictions. In particular, the use of the software or related technologies abroad may be subject to restrictions. The buyer shall comply with the applicable export and import control regulations, as well as all other relevant regulations. The Licensor's performance of the contract is subject to the provision that there are no obstacles to performance due to national and international provisions of export and import law or any other statutory provisions.

10.5. These terms of use and all obligations arising therefrom

are for CANDULOR AG subject to the law of Switzerland to the exclusion of the UN Convention on Contracts for the International Sale of Goods, and

are for CANDULOR Dental GmbH subject to the law of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

10.6. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this Agreement shall be the registered office of the Licensor.

Version: January 2025

