



AMANNGIRRBACH

AG Software Sale Terms

1. Scope, Contractors

- 1.1. The following General Terms and Conditions („Terms“) shall apply to all offers and legal transactions of Amann Girrbach AG („AG“) to / with its distributors („Customers“), purchasing and distributing medical and non-medical device software („Software“) from AG directly to commercial end users.
- 1.2. AG delivers its Software and provides its services only based on these Terms. Any deviations from the Terms, including but not limited to the applicability of any general terms and conditions of Customer, must be made in writing and be acknowledged by AG in order to be effective.
- 1.3. If Customer has concluded an agreement with AG, the terms of the respective agreement shall prevail in case any inconsistency between the Terms and the terms of the agreement. The Customer's commercial terms and conditions, including but not limited to sale terms and conditions, shall not apply. AG is not required to object to these terms.

2. Conclusion of Contract

- 2.1. The scope of performance is regulated by the agreement concluded between AG and Customer („Contract“).
- 2.2. Offers, information and cost estimates, issued by AG, shall not be binding unless agreed otherwise.
- 2.3. Any orders placed by Customer are subject to confirmation by AG.

3. License

- 3.1. Upon execution of the order process, AG grants to Customer a non-exclusive, non-transferable, non-assignable, non-permanent, limited distribution license for the purpose and territory stipulated in the Contract to sub-license the Software together with hardware of AG (eg scanners or milling machines) to end users, only. In particular, the Customer is not entitled to distribute the Software to end users through sub-distributors. The distribution license is limited to the term of the Contract.
- 3.2. As long as not otherwise stipulated by applicable law, Customer is not entitled to make any modifications or enhancements to the Software, or create any derivative work based on the Software or configure the Software to create new applications or new material functionality not provided by the Software or contemplated by the relevant performance specifications. Customer is not entitled to decompile, disassemble, reverse engineer or otherwise attempt to reconstruct or discover the source code or underlying programming sequences, methodologies and techniques of the Software. Distributor shall not use and shall not assist or allow any third party to use the Software to develop products and services that compete with AG's products or services by using output data of the Software, or by extracting or reverse-engineering data contained in the Software or the Software itself. Customer may not encourage, advise or in any other way support its end users to any action under this Section.
- 3.3. Customer is entitled to grant the end user a non-exclusive, non-assignable, non-transferable, non-sublicensable, perpetual sub-license against one-off remuneration to exploit the Software solely in connection with the internal business operations of the end user. Apart from the rights granted under this Section, Customer is not entitled to transfer or grant rights under these Terms to third parties.
- 3.4. Sub-licenses may be granted to the end user as individual "per seat" license, only: each sub-license is limited to one end user and one computer at a time. In particular, the exploitation of the Software in connection with the operation of a computer center for third parties or the (temporary) making available of the Software to third parties are not permitted. The commercial distribution or making available of the Software by the end user is strictly prohibited.
- 3.5. Customer shall use the Software only with the specified hardware or hardware delivered together with the Software. Use of Software together with other equipment shall require AG's prior written consent. Notwithstanding statutory provisions, Customer may not modify, engage in reverse engineering, translate, extract or

otherwise link the Software to other programs. In particular, Customer shall not use the knowledge and know-how gained from the use and/or distribution of the Software to develop comparable solutions itself or through third parties.

- 3.6. Customer receives a single licence in the Software. Customer may make one copy of the Software for backup purposes only. If AG expressly grants multiple licenses, Customer shall comply with the instructions on reproduction as furnished by AG. In particular, Customer shall keep a record of the location of any and all reproductions. Upon request such records shall be submitted to AG.
- 3.7. Customer shall ensure that the end user complies with any and all obligations arising out of these Terms. Customer will indemnify AG against any and all liabilities resulting from a breach of the Terms by the end user.
- 3.8. The use of Software, in particular Third Party Software, may be subject to separate End User License Agreements ("EULA") which the Customer shall execute with its end users as a prerequisite for the distribution of such Software. The Customer agrees to incorporate the terms of these EULAs into the contracts which the Customer executes with its end users for use of the respective Software.

4. Provision of Software, Maintenance of the Software (Upgrade Plan) and Modules

- 4.1. AG shall deliver the Software to Customer as download and by providing respective download information to Customer. Customer is not entitled to receive any source code form of the Software or any rights thereto.
- 4.2. A USB hardware device or other licensing mechanisms is used for the individual software license management and must be attached to the computer to start and run the Software. AG will provide the Customer with the USB hardware device or other licensing mechanism. Customer shall install the Software on the computers of its end users. Before using the Software with its USB dongle or other licensing mechanism on a specific end user computer, an initial activation is required. This initial activation will only enable the use of the Software on the specific computer where the USB dongle or other licensing mechanism is connected to during the activation progress. The license is activated by using an online internet connection to the software provider's license server. If a successful connection is not established to the license server during the activation process due to technical reasons, Customer shall perform the initial activation, eg by manual activation at the end user's computer using activation codes provided by the software provider or its license server.

Even after the initial activation, the Software can only be used by the end user on a computer when the USB dongle or other licensing mechanism that has been used for the initial activation on that specific computer is connected to this computer. Changing the hardware, the operating system or user accounts in the operating system of the computer may re-trigger the initial activation process for copyright protection purposes. In case the Software has not been used for an extended period on a computer with a USB dongle or other licensing mechanism, a confirmatory initial activation process may be triggered automatically for the computer and its USB dongle or other licensing mechanism.

Defective USB dongles or other licensing mechanisms will be replaced provided that a valid Upgrade Plan exists. Lost USB dongles or other licensing mechanisms will not be replaced.

- 4.3 In order to prevent the unauthorized multiple use of the Software with a single USB Dongle or other licensing mechanism, Amann Girrbach reserves the right to refuse the initial activation of the Software on more than five (5) computers in whole until the question of the further authorization for use by the end user has been clarified. In addition, Amann Girrbach retains the right to agree to a change of a sub-license to another computer than the Software was originally activated for only in exceptional cases if comprehensible reasons for such change are provided to Amann Girrbach and compliance with the provisions agreed herein is ensured to Amann Girrbach's satisfaction.

4.4 Update of performance specifications

Performance specifications is a document that includes a



AMANNGIRRBACH

AG Software Sale Terms

technical description of the Software. Changes to the Software may result in an update of the performance specifications. The relevant version of the performance specifications is the one valid at the time of Customer's offer, end user's order or each update of the Software (e.g. Bug Fixes, Upgrades or newly developed Modules) during the License Term (whichever is later). Additionally, an update of the performance specifications may be required with immediate effect if this is necessary for reasons of patient safety or to remedy an alleged infringement of third party rights. The performance specifications are available for download and will be made available by AG to the Customer. Customer is obliged to inform its end users of new updates of the performance specifications without undue delay

4.5 Upgrade

Upgrades are new versions of or patches to the Software in the sense of minor extensions to the Software and/or replacements of the manner of functioning of the Software by a newer functionality which has improved characteristics but which des essentially retain the original functional scope and/or implements in a different way (Upgrades").

Upgrades are provided to the Customer under an Upgrade Plan which is also subject to these Terms. When purchasing a (new) basis version, the Customer is obliged to conclude an Upgrade Plan with a term of at least 12 months. Thus, an Upgrade Plan is concluded either automatically when purchasing a new core version license or by separate contract conclusion for an already existing core version license without an active Upgrade Plan. An Upgrade Plan for a specific license always covers both the basis version as well as all activated modules.

The Customer is free to enter into an Upgrade Plan for each core version license (incl modules) at any time during the term of the core version license. During the term of such Upgrade Plan, the Customer is entitled to use all available upgrades. The initial term of the Upgrade Plan which shall be at least 12 months, is agreed separately between AG and Customer.

With regards to Upgrade Plans, AG is entitled to adjust its price list during the term of the Upgrade Plan upon a minimum of four weeks prior notice to Customer. In this case, AG shall give the Customer the right to object to the license fee adjustment. In case of non-objection, the adjustment is deemed to be approved by Customer for the affected Upgrade Plans. In case Customer objects within the mentioned deadline, the affected Upgrade Plans will expire after their respective current term and may not be extended. AG will inform Customer of this right to object and the consequences of Customer's action or omission accordingly.

The Upgrade Plan can be terminated by the Customer prior to the end of the initial term within a notice period of three (3) months. If the Upgrade Plan is not terminated respectively it will be automatically extended for additional one (1) year periods and can then be terminated by the Customer to the end of each additional one (1) year term within a notice period of four (4) weeks. The right to terminate the Upgrade Plan for good cause remains unaffected. An Upgrade Plan also automatically expires upon termination of the respective basis version license in accordance with these Terms. Upon termination, the Customer shall not be entitled to receive any more Upgrades. Already received or installed updates are not affected. The Customer is not entitled to a full or partial refund of fees for the respective term in which the Upgrade Plan was terminated.

4.3 Bug Fixes

Bug fixes intend to address bugs and/or known limitations of the Software without altering or extending its attributes and/or scope of functioning ("Bug Fixes").

Unless otherwise agreed, any bug fixes published during the term of the Upgrade Plan shall be provided to Customer and its respective end user free of charge for valid basis version licenses (to the extent the respective end user is entitled to receive Upgrades under a valid Upgrade Plan).

If bug fixes or Upgrades which remedy critical defects or malfunctions of the Software or are otherwise required for using the Software securely are published from third parties, AG will inform Customer accordingly. Upon such information, Customer shall distribute the respective bug fix or Upgrade immediately to

its end user (to the extent the respective end user is entitled to receive upgrades in accordance with Section 10.1) and shall install it on its respective computer. Furthermore, Customer shall inform its end user immediately that the use of the Software without the respective Bug Fix or upgrade is insecure and the continued use of the Software without the Bug Fix or Upgrade is the end user's sole risk and responsibility. For all other Upgrades and Bug Fixes published by AG or third parties, Customer shall make such Upgrades and Bug Fixes available without undue delay to the end user entitled to receive them.

4.4 Modules

Modules are major extension to the basis version of the respective Software which need to ordered separately for each individual software license and are usually made available to Distributor against additional remuneration ("Modules").

Modules offered by Amann Girschbach or third parties regarding the Software during the term of the Contract may be purchased for the basis version of the respective Software and are subject to a separate order by Customer on the basis of the price list applicable at the time of the order. Such Modules can only be purchased for a basis version license if at the day of placing the order the respective core version license is under a valid and active Upgrade Plan.

4.5 Update of performance specifications

Performance specifications is a document that includes a technical description of the Software. Changes to the Software may result in an update of the performance specifications. The relevant version of the performance specifications is the one valid at the time of Customer's offer, end user's order or each update of the Software (e.g. Bug Fixes, Upgrades or newly developed Modules) during the License Term (whichever is later). Additionally, an update of the performance specifications may be required with immediate effect if this is necessary for reasons of patient safety or to remedy an alleged infringement of third party rights. The performance specifications are available for download and will be made available by AG to the Customer. Customer is obliged to inform its end users of new updates of the performance specifications without undue delay.

4.6 Configuration by Customer

Customer may configure the Software only to the extent permitted by applicable law and in accordance with the applicable specifications and the intended purpose of the respective Software, and only as necessary for a specific end user implementation.

4.7 Customer is obliged to create an account in the customer portal AG.Live of AG for providing 1st level support to end user.

4.8 Software needs to be registered with "AG.Live" in order to be able to use such software and the respective products. The Customer is obliged to pass on these provisions to their end user.

. The specific terms of use of the customer portal AG.Live applicable at the time of registration, including the privacy policy, shall apply.

5. Infringement

Should AG become aware of any infringement of these Terms and or a EULA, it may in its reasonable discretion deactivate the respective Software (i.e. the USB dongle or other licensing mechanism cannot be used for running the Software) activated for the infringing end user ad user for the infringement.

6. Third Party Software

6.1 In case of Software provided by a third party, AG acts as an authorized distributor of the third party. The respective contract is concluded between AG and the Customer. The Customer agrees to comply with the terms and conditions of use and/or license terms of the third party with respect to such Third Party Software. Customer agrees to indemnify and hold AG harmless from and against any and all claims of the third party in connection with any violations of the third party's terms and conditions of use and/or license terms.

6.2 Distribution of Ivoclar Software

The use of Ivoclar Software, in addition to these Terms is subject



AMANNGIRRBACH

AG Software Sale Terms

to the separate End User License Agreement as attached hereto as Appendix 1.

as stipulated in Sect. will be agreed separately between the Parties.

6.3. Distribution of exocad Software

6.3.1. exocad GmbH ("**exocad**"), Julius-Reiber-Straße 37, 64293 Darmstadt, Germany, develops certain medical device and non-medical device software. exocad sells and distributes its software to AG, whereby AG itself sells and distributes this software to Customer.

7.3. Prices shall be payable free of any deduction, unless agreed otherwise.

6.3.2. End User License Agreement

The use of exocad Software is, in addition to these Terms, subject to separate End User License Agreements. The Customer is obliged to execute with its end users this EULAs. The EULA for the use of exocad's non-medical devices software is attached hereto as Appendix 2 The Customer agrees to incorporate the terms of these EULAs into the contracts which the Customer executes with its end users for use of any exocad Software.

7.4. Unless agreed otherwise, payments shall be made via prepayment or an irrevocable and confirmed commercial letter of credit issued by a major reputable bank satisfactory to AG. Customer shall bear all payment costs.

6.3.3. Warranty

Regarding exocad Software, all claims Customer has against AG under Section 8 become statute-barred after a period of 12 months starting upon initial activation by the relevant end user but in any case 18 months after delivery of the dongle or other licensing mechanism to Customer.

7.5. If customer fails to meet the payment terms or any other obligations arising from any transaction, AG may without prejudice to its other rights:

- a) suspend performance of its own obligations until payments have been made or other obligations fulfilled, and exercise its right to extend the period of delivery to a reasonable extend,
- b) charge interest on overdue amounts in the amount of 9.2 percentage points above the applicable basic interest rate of the European Central Bank without any further reminder being necessary, commencing on the due date and continuing until paid in full.

6.3.4. Data Protection

Exocad is obliged to treat any personal data in full compliance with all data protection provisions. Exocad may collect and use personal data from Customer or its end user through the Software. Further details about the processing of personal data are available in exocad's privacy policy under [<https://exocad.com/privacy-policy>].

7.6. In the event of a delay in payment by the Customer, AG is entitled to claim a lump sum of EUR 40 from the Customer as compensation for any collection costs.

7.7. Customer shall have no right to set off, retention or reduction unless the underlying counterclaims have been determined final and binding by a court or expressly acknowledged by AG.

6.3.5. Term of the Sub-license

Sub-licenses to end users may only be granted as perpetual licenses.

8. Representations and Warranties

6.3.6. The sub-license of an end-user will automatically expire without further notice if (i) mandatory usage of the USB dongle or other licensing mechanism is circumvented, (ii) existing USB dongle or other licensing mechanism is impaired, circumvented or tampered with (e.g. by making copies of the USB dongle), (iii) the Software is used on any other computer than the computer the Software has been successfully activated for, (iv) the connection between the computer where the Software is running and the license server is blocked, circumvented, impaired or tampered with or (v) any attempt, preparation or support measure for any of the actions is undertaken.

8.1. Unless agreed otherwise, AG is not liable for the delivery and provision of updates according to § 7 of the Austrian Consumer Warranty Act (Verbrauchergewährleistungsgesetz, VGG).

8.2. AG is not liable for claims in case (i) the Software is not used in accordance with the intended purpose of the software specifications, (ii) Customer has continued to use the Software after having been informed by AG that it should cease to do so, (iii) Customer has combined the Software with other software or hardware product, program or data and having failed to observe AG's specifications, (iv) any third person has used the Software in violation of this Terms or (v) if any defect is caused by alterations of the Software by Customer or end users (in particular deleting files, using unofficial or wrongly applied configuration options, adding or removing incompatible files or using work-arounds which shall circumvent the license restrictions in these Terms), unless the respective procedure has been recommended or approved by AG. AG does, however, not provide any updates other than explicitly stated in these Terms.

8.3. Customer shall inspect the Software immediately and record any objections thereto without undue delay upon receipt (in addition to the statutory obligation to inspect and give notice of defects). In case of a defect, Customer shall notify AG of any defect in writing immediately after the defect becomes apparent, in any case no later than three (3) business days after provision of the Software, otherwise any claims for warranty, contestation of error or damages due to defectiveness and claims from consequential damage shall be excluded. Latent defects which cannot be detected even by diligent examination shall be notified to AG in writing within 7 (seven) days following discovery thereof (otherwise any claims, also claims from consequential damage, shall be excluded), but in any event no later than three months after delivery. After the expiry of these periods, the liability for defects, for whatever reason, shall be excluded.

8.4. A defect appears if the Software contains errors which cancel or not inconsiderably reduce its suitability to meet the purposes of the Contract. A defect shall especially be applicable if the surrendered Software does not meet the functions in the performance specifications, meaning that the use of the surrendered Software is impossible or is not just insignificantly restricted. AG explicitly advises Customer that it is not yet technically possible to develop complex software products which are completely free of technical problems. It is therefore agreed that the quality of the Software is not such that no defects whatsoever may occur but merely that no defects may occur which limit the usability of the Software to an extent which is not insignificant. AG does not give any explicit or implied warranty

7. Price and Payment

7.1. All prices are in Euro and do not include any statutory value added tax (VAT).

7.2. Each license for the basis version, modules and Upgrade Plans is subject to the price list applicable at the time the basis version or the module is purchased and the Upgrade Plan is closed. AG may change its price list in the course of the Contract in its own discretion with effect for future purchases of core version or module licenses. AG may change the fees for Upgrade Plans



AMANNGIRRBACH

AG Software Sale Terms

-
- for fitness or usability of the Software beyond its intended purpose. A defect shall also not apply if the usability of the Software is impaired due to insufficient technical protection measures applied to end user's technical devices or computers or infections of those with viruses, worms, Trojan horses or other malware. AG cannot warrant usability on unsecure or infected devices. It is Customer's and end user's sole responsibility to provide and maintain up-to-date and market standard IT systems and IT security measures.
- 8.5. AG is free to choose the means to remedy a defect notified in time. In the event of a defect in Software, AG may also provide a new software release in lieu of repair. Any other warranty rights of Customer including but not limited to price reduction and rescission of Contract at Customer's discretion are excluded. However, in case of a defect due to AG's fault and which does not only temporarily and/or immaterially impair the general ability to be used for the intended purpose of the Software, Customer may claim price reduction if more than three attempts of improvement or supplementary performance of AG or third parties have failed.
- 8.6. Customer will assist during this period of subsequent performance by providing necessary information and documents and any other reasonable support. AG shall be entitled at its own discretion to render repairs free of charge or substitute delivery.
- 8.7. If AG can prove that the defect in question was not one it was obliged to rectify according to the provisions of this Section, it can demand reimbursement at its normal rates for the time and effort expended in rectifying it.
- 8.8. The legal assumption provided in Sec 924 ABGB (Austrian Civil Code) shall be excluded; the Customer shall bear the burden of proof that any defects already existed at the time of delivery. A claim of recourse pursuant to Sec 933b ABGB (Austrian Civil Code) by the buyer is expressly excluded.
- 8.9. The delivered Software is free and clear of any defects and do not infringe any third party intellectual property rights and third party copyrights („Third Party IP Rights“) but only regarding to the jurisdiction of Austria. In particular, in case the delivered Software is exported to third countries, AG therefore shall not be liable for any infringements of Third Party IP Rights, in particular for software, patents, designs and trademarks, in other jurisdictions than the Austrian jurisdiction. Should a third party assert legitimate claims against Customer based on any infringement of Third Party IP Rights relating to delivered Software used in accordance with the Contract in the jurisdiction of Austria, AG shall be liable towards Customer during the warranty period specified in Section 8.10 of these Terms. Any other claims against AG over and above those governed by this Section shall be excluded.
- 8.10. Unless agreed otherwise, all warranty claims forfeit no later than 12 (twelve) months after date of delivery of the Software.
- 8.11. The parties agree that, under these Terms or the underlying Contract, AG does not give any guarantee for the characteristics or products, services or goods that could lead to an unlimited liability irrespective of fault under Austrian law. The mere use of words such as "warrant", "ensure", "guarantee" or similar words may not be interpreted to create such liability. Rather, such words shall be interpreted to create a binding legal obligation within the contractually agreed warranty and liability provisions.
- 8.12. AG assumes no liability for advertising statements by the Customer. The Customer shall fully indemnify and hold AG harmless with respect to all claims raised by third parties based on advertising statements made by or under control of the Customer. In addition, AG assumes no liability for advertising statements by any other third parties.
- 8.13. For Third Party Software according to Section 6 of these Terms, the warranty conditions of the third party apply. AG does not provide any warranty beyond these conditions.
- 9. Liability**
- 9.1. AG shall be liable for damage caused in the course of performing the Contract only in case of gross negligence and/or intent. The burden of proof for the existence of gross negligence and/or intent lies with the Customer. Furthermore, the compensation of indirect, incidental, special or consequential damage including without limitation loss of profits shall be excluded in the same way as for lost savings, interest losses and loss due to third-party claims against Customer. AG does not assume any liability for Third Party Software and services.
- 9.2. Notwithstanding the foregoing Section 9.1, AG shall be liable in the event of culpable injury of life, limb or health caused by AG and damages caused by gross negligence, intent or fraud as well as any other liability that – as a matter of law – cannot be limited or excluded (such as claims under the Austrian Product Liability Act).
- 9.3. AG assumes no liability where the Software is used outside the intended purpose of the performance specifications valid at the time of AG's offer.
- 9.4. AG assumes no liability for any damages incurred by Customer or end users due to Customer's or end users' use of IT systems which do not comply with up-to-date security standards and technical devices or computers being infected by viruses, worms, Trojan horses, or other malware except where such infection can be evidenced to be based on the Software itself, exactly as it was delivered by AG to Customer.
- 9.5. The Contract does not provide any protection in favour of third parties.
- 9.6. In all instances of liability on the part of AG, Customer shall have to prove AG's fault that gives rise to liability.
- 9.7. Should Customer be held liable under the PHG (Austrian Product Liability Act), it shall explicitly waive recourse within the meaning of Sec 12 PHG.
- 9.8. Customer shall take any and all necessary measures in order to prevent or limit any damage. In particular, Customer shall ensure the regular back-up of programs and data. Customer shall be liable for any damages caused by any omission of its obligations. Customer is obliged to indemnify AG of any third party claims arisen out of the transaction.
- 9.9. All compensation claims against AG shall forfeit no later than 2 (two) years after they arise.
- 9.10. Notwithstanding the foregoing and in the event and to the extent that AG is liable and except for the events mentioned in Section 9.2., the liability of AG shall not in any event exceed the amount of annual fees paid or payable by the Customer under the Contract.
- 10. Maintenance, Records and Responsibilities of Customer**
- 10.1. Customer shall undertake installation technical upgrade and update of the delivered Software according to AG's specification.
- 10.2. Customer shall employ qualified service technicians who shall attend training courses offered by and considered essential for Customer by AG. Any expenses related to the participation in such training courses (e.g. travelling, accommodation, etc.) shall be borne by Customer.
- 10.3. Customer shall draw up and maintain records of its Software maintenance services containing the serial number of the Software as well as the product number and serial number of the hardware used and name and address of the end user. Customer shall provide AG with such records upon request without undue delay.
- 10.4. Customer shall sublicense the Software only in the form originally received from AG. Customer shall also be responsible for ensuring that its promotion, marketing and distribution of the Software, and the promotional materials and labeling used in connection therewith, shall be strictly in accordance with the approved use of the Software, including Indications for use statements, where applicable.
- 10.5. Customer is obliged to contractually bind its end users (i) to comply with the applicable provisions on the launch, operation and use of the Software, (ii) not to use the Software outside the intended purpose and performance specifications, (iii) to strictly follow all installations and servicing (including necessary Bug Fixes and Upgrades) instructions provided by AG and return required records and reports of the performed activities, (iv) to engage only trusted service agents which are sufficiently qualified and skilled to conduct the servicing, maintenance and



AMANNGIRRBACH

AG Software Sale Terms

-
- inspections of the Software, (v) to participate in trainings of own staff on the usage and servicing of the Software, when required and (vi) to notify Customer without undue delay about any material malfunctions or errors of the Software.
- 10.6. Customer will inform AG without undue delay as soon as Customer becomes aware of any non-conformances, malfunctions or errors of the Software that resulted or could result in patient injury or any other materially adverse effects.
- 10.7. Customer shall be responsible for installing and implementing the Software on end users computers ensuring that applicable data security provisions are complied with and personal health information can be stored and processed in compliance with applicable laws.
- 11. Additional Regulatory Requirements for distribution of medical device software**
- 11.1. AG has adopted and maintains a certified quality management system in accordance with the standards of ISO 9001, ISO 13485, the Medical Device Directive 93/42/EEC, the Medical Device regulation 2017/745, Taiwan's Good Manufacturing Practices (GMP), Korean Good Manufacturing Practices (KGMP), Australian Therapeutic Goods Regulations, Brazilian Federal Law no 6360/76, RDC ANVISA no 16/2013, 23/2012, 67/2009 and 56/2001, Canadian Medical Devices Regulation (SOR/98-282, Part 1), Japan's Pharmaceutical and Medical Devices Act (PMD Act), MHLW MO 169, the US-American Code of Federal Regulations (CFR) Title 21 Parts 820, 807, 806, 803 as well as the Austrian Medical Devices Act (*Medizinproduktedurchführungsgesetz*).
- 11.2. AG will use appropriate labelling for medical devices, or if labelling is impossible or unreasonable, taking other appropriate action to ensure that each medical device can immediately be traced and identified in all stages of the supply chain (identification and traceability).
- 11.3. Customer shall maintain its own quality management system which is capable of meeting in full the requirements laid down in the nationally applicable provisions for the distribution of medical devices ensuring that each medical device is traceable to each end user. In case the Customer intends to distribute medical Software in the European Economic Area, Customer will establish and maintain a quality management system in compliance with a current revision of ISO 13485 certified by a notified body under the Medical Device regulation 2017/745 EC throughout the term of the Contract.
- 11.4. Upon request by AG, Customer will provide AG with copies of respective quality management system and notify AG of any changes to the quality management system. In case that Customer provides different appropriate means than the quality management system in compliance with ISO 13485 to ensure its obligations (eg product quality, respective post marketing surveillance and vigilance obligations), AG may accept this means in its sole discretion.
- 11.5. Customer will follow instructions provided by AG or third parties in an Installation and Servicing Procedure (IASP) specific to the Software for installation, servicing and verification of these activities and maintenance and retention times of records of respective activities.
- 11.6. Customer shall maintain records of all medical device software distributed by Customer to its end users for a minimum period of 15 (fifteen) years. These records to trace the chain of each sub-license in compliance with Section 7.5.3 and Section 7.5.4. of ISO 13485 shall be kept in a way to allow a complete and prompt recall. Unless otherwise specified in applicable IASP, records shall contain at least product information, the serial number of the Software, involved distribution partner, distribution date, name and address of the respective end user and a verification of installation and servicing. If AG requests access to such records for Software tracing, recall purposes or corrective actions, Customer shall immediately make such records available to AG.
- 11.7. Customer shall be responsible for maintaining complaint records for medical device software according to national regulations concerning both performance and safety of medical device software. All complaints, whether received orally, written or by electronic means, shall be documented. Customer shall report immediately to AG all complaints irrespective of Customer's own assessment concerning the actions to be taken regarding the medical event or complaints.
- 11.8. AG will inform Customer about all changes to the Software and required regulatory actions, eg registration, renewal or end user training.
- 11.9. Customer agrees to immediately inform AG and to collaborate in case of end user complaints, non-conforming products and corrective and preventive actions. The parties agree to support each other as appropriate for the investigation of complaints. Both parties agree to exchange information, documents and data in case of a corrective and preventive action and to commonly work on the investigation and root cause analysis in such case.
- 11.10. Customer will reasonably support AG and/or the respective third party to comply with its obligations as a medical device manufacturer under the legal framework applicable in the respective region, eg by providing required documents or information in any investigation of end user complaints or in the event of a potential medical device-related incident investigation.
- 12. Intellectual Property Rights**
- 12.1. Customer acknowledges that any and all intellectual property rights subsisting in or used in connection with the provided Software, including all documentation and manuals relating thereto, are and shall remain the sole property of AG or AG's supplier. Customer shall use intellectual property rights belonging to AG or its supplier only with the prior written consent of the supplier. Customer shall have the rights to Software and accompanying documentation and manuals as stipulated in the Contract and these Terms, only. AG and/or its suppliers expressly reserve all other intellectual property rights.
- 12.2. Customer shall not register or procure the registration by third parties or assert or procure the assertion by third parties of any intellectual property rights, including but not limited to trademarks, business names, company names, trade names, signs, patents, domain-name or e-mail address etc. which are wholly or partly identical with or similar to AG's or its affiliate's intellectual property rights. Customer will indemnify AG against any and all claims deriving from non-compliance with such provisions by Customer.
- 12.3. Customer shall ensure that any of its end users complies with this Section 12. Further, Customer will indemnify AG against any and all liabilities resulting from a breach of the Terms by its end users.
- 12.4. Customer will notify AG immediately in case Customer learns of any alleged claims by third parties regarding the Software and grant AG reasonable assistance to defend against such third party claims.
- 13. Audit and Cooperation**
- 13.1. Customer understands and accepts that AG has a fundamental interest in detecting and preventing product piracy and other forms of unlawful use of the Software in the license chain in order to ensure product and patient safety. For this purpose, customer will (i) assist and cooperate with AG to investigate where product piracy, the use and/or distribution of pirated Software or any other unlawful use and/or distribution may exist and (ii) Customer shall upon request provide all relevant information on its licenses, end users and distribution chain. Customer's unreasonable delay in providing or failure to provide any such information, assistance or cooperation shall be deemed a material breach of this Contract.
- 13.2. If AG suspects that product piracy or other unlawful use of the Software or other violation of this Contract or applicable laws related to the Software may exist, or where regular audits are required for AG to comply with its statutory obligations, the Customer shall allow AG to use a trustworthy third party who is bound to secrecy by contract or professional obligations and to be agreed on between the Parties ("Auditor") to conduct onsite and/or offsite inspections and audits of Customer's business, operations, books and records, procedures and practices related to Customer's performance under and in compliance with the Contract. The Auditor will not inform AG of all records, books and practices that Auditor has inspected during the audit, but only about documents supporting specific contractual breaches and compliance concerns under these Terms and the underlying Contract, including related evidence that Auditor has identified as a result of such audit. AG shall be entitled to such audit during



AMANNGIRRBACH

AG Software Sale Terms

the term of the Contract and for as long as Customer retains Confidential Information, copies of the Software or other material of AG and/or third party software providers. Unless otherwise agreed, each such inspection and audit will be conducted during reasonable business hours, for a reasonable duration and at AG's expense, no more than once a year. AG will give Customer reasonable prior notice of such audit. Customer shall bind its end users to contractual clauses identical to this Section 13. AG will solely use the obtained information to investigate the alleged case of product privacy or any other unlawful use of the Software and to avoid such infringing use in the future as well as bringing forward claims against the infringing entity and (if applicable) share the obtained information with the Software developer for these purposes.

14. Confidential Information

14.1. Confidential business or technical information („Confidential Information“) received from AG shall not be disclosed, in whole or in part, to third parties by Customer, unless Confidential Information is public-known or such disclosure is explicitly permitted by AG in writing. Confidential Information shall only be disclosed by Customer to persons, who are sworn to secrecy and are essential in order to use the specific information. It is permitted to copy or use Confidential Information, without written consent of AG. If demanded by AG, Customer shall return the Confidential Information to AG or destroy/ delete it without delay. This confidentiality obligation shall apply beyond the end of the contractual relationship for an unlimited period of time.

14.2. If Customer is required by law, regulation or court order to disclose Confidential Information, Customer shall promptly inform AG of such prior to any required disclosure and cooperate with AG in seeking any relief sought by AG, and shall only make in any event such limited disclosure of Confidential Information as necessary, and not more, to be compliant therewith.

15. Data Protection

15.1. For the purpose of performing the contract and promoting the Software vis-à-vis the contracting party, AG will process the Customer's personal data provided by the Customer upon conclusion of the contract on the basis of Article 6 (1) (b) and (f) of the General Data Protection Regulation. It is in AG's legitimate interest to directly promote the Software vis-à-vis the Customer, if no consent is required.

15.2. The Customer is obliged to treat any personal data in full compliance with all data protection provisions. The Customer is explicitly prohibited from transferring such data to third parties and will fully hold harmless and indemnify AG for any infringement of this contractual provision.

15.3. Further information on the processing of personal information can be found in the Data Privacy Statement on our website.

16. Export Control

16.1. Unless otherwise stipulated, Software delivered by AG to Customer are intended to remain and to be used only in the country agreed with Customer.

16.2. Customer will comply with all applicable regulatory requirements for the distribution of or advertising for medical devices and will bear all respective costs. Customer will not market medical device Software in an area or country where it does not have the regulatory clearance or where the required localization (eg language of user manual, safety instructions, user interface) is not available. AG and/or third parties will maintain a list of such countries and software versions with regulatory clearance on its website.

16.3. In case the Customer intends to market the Software, especially medical device Software, in countries outside the European Union, Customer shall be responsible and bear all costs connected with complying all export, import and regulatory requirements in that third country, in particular, Customer shall be obliged to obtain necessary authorizations required for the distribution in the relevant country.

16.4. Customer acknowledges that due to their nature or their intended use or final destination, certain Software is subject to the regulations on export control and in particular require an official permit upon export. In the event that Software delivered by AG are to be exported into a third country, the Customer himself is

responsible, and solely liable, for observing whether the (i) Software, (ii) third countries or (iii) individuals involved are subject to an official export restriction. Customer himself is fully responsible, and solely liable, for strictly observing the relevant regulations on export control and embargos for these Products, countries or individuals involved. In particular Customer will adhere to the export control regulations of the European Union (EU) and the individual EU member states as well as the United States (USA), if applicable.

16.5. Customer will comply with all applicable commercial and public anti-bribery laws, including but not limited to the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010.

16.6. Each party represents that it is not named on any US government denied-party list. Customer will not (i) provide or otherwise permit the end user or others to access or use the Software in a US-embargoed country or in violation of any European Union or US export law or regulation or (ii) provide the Software to users located in the following countries: Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan, South Sudan, Syria. AG may amend this list from time to time based on regulatory, compliance or other concerns. In such cases, AG will provide Customer with an updated list. AG cannot provide services, including software activation and/or technical support to any users located in such specified countries or territories. Customer's failure to comply with these requirements will be considered a material breach of these Terms.

16.7. Customer shall irrevocably oblige its end users in the same way and to inform them of the necessity to irrevocably comply with such legal provisions and provide evidence of fulfilling the obligation.

16.8. Customer guarantees to indemnify and hold AG harmless in respect to any and all costs, in particular of legal proceedings, expenses, liabilities or sanctions arising out of the violation of the above mentioned obligations of Customer.

17. Termination

17.1. Each party is entitled to terminate the Contract for good cause. Good cause shall in particular apply if the other party materially breaches its obligations under these Terms and does not rectify the respective breach within a reasonable period of time after being informed about the breach by the other party in writing. No rectification period is required if (i) rectification is impossible, (ii) the party in breach seriously and definitely refuses to perform as required or (iii) other special circumstances have arisen which justify an immediate termination.

17.2. Further, AG is entitled to terminate the Contract in case the Customer is more than 30 (thirty) days overdue with payment.

18. Assignment

18.1. Customer is not entitled to assign transfer or sub-license any or all of its rights or obligations under the Contract and/or these Terms without AG's prior written approval.

18.2. AG is entitled to assign, transfer or sub-license any or all of its rights or obligation under the Contract and/or these Terms without Customer's approval.

19. Applicable Law; Place of jurisdiction

19.1. The contractual relationship between AG and Customer shall be governed by Austrian law excluding its conflicts of law rules and the United Nations Convention on Contracts for the International Sale of Goods.

19.2. If the Customer is seated in the European Union or EFTA, all disputes arising out of or in connection with the contractual relationship between AG and Customer, including disputes relating to its validity, breach, termination or nullity, shall exclusively be referred to the competent courts in 6800 Feldkirch, Austria, unless otherwise required by mandatory law.

19.3. AG may sue the Customer also before any other court having jurisdiction for the Customer.

19.4. If the Customer is seated outside the European Union or EFTA, all disputes arising out of or in connection with the contractual relationship between AG and Customer, including disputes relating to its validity, breach, termination or nullity, shall be



AMANNGIRRBACH

AG Software Sale Terms

finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre of the Austrian Federal Economic Chamber by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Vienna, Austria. The language of the arbitration shall be English. Without prejudice to this provision, the parties shall nevertheless still have the right to apply at any time for injunctive, other interlocutory or emergency relief to any court of competent jurisdiction.

20. Miscellaneous

- 20.1. Customer shall be responsible for compliance with domestic statutes, regulations and safety provisions, in particular in relation to admission, installation, operation, maintenance and repair of the Products and agrees to comply therewith. Customer shall indemnify AG against any and all claims deriving from non-compliance with such provisions by Customer.
- 20.2. If AG is impeded in the performance of its obligations by the occurrence of unforeseeable, exceptional circumstances which can reasonably be deemed to be beyond the control of AG and for which AG cannot be held responsible (eg operational breakdowns, official intervention, energy supply difficulties, illegal strikes, unrest, uprisings, fire, floods, storms, earthquakes, explosions, natural disasters, epidemics, pandemics, war and terrorism), regardless if these circumstances occur in the sector of AG or third party software providers or its suppliers, the period of performance shall be extended to a reasonable degree if performance does not become impossible. If performance becomes impossible due to the aforementioned circumstances, AG shall be released from its performance obligations. Customer is not obliged to render any counter-performance for the period AG was released from performance or performance was impossible.
- 20.3. If any provision of these Terms is void, invalid or unenforceable, this shall not affect the validity, legal effect or enforceability of the remaining terms hereof. The void, invalid or unenforceable provision shall be construed, supplemented or replaced by a provision which achieves the commercial purpose intended by the void, invalid or unenforceable term in the best possible manner. The foregoing shall also apply to any contractual gaps.

End User License Agreement for Sale of exocad Software

Of

[Insert name of Distributor]

1. DEFINITIONS

1.1 For the purpose of this End User License Agreement, the following terms shall have the meaning as ascribed to them in this Section:

- a** "exocad Affiliate" shall mean an entity, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with exocad.
- b** „Bug Fixes“ intend to address bugs and/or known limitations of the Contract Software without altering or extending its attributes and/or scope of functioning.
- c** "Contract Software" shall mean, subject to any deviating agreement under the Sale Agreement, the software developed by exocad consisting of the Core Version and/or the Modules and/ or potential future software components developed by exocad and licensed by the Distributor to the End User under the Sales Agreement. This EULA does not apply to exocad software that is defined by exocad as a medical device software. The Contract Software does not qualify as medical device software.
- d** "Core Version" shall mean the software component that is the prerequisite for running the software licensed under this EULA and providing its core functionality. Modules are not included and can be optionally licensed separately.
- e** "Distributor" shall mean the entity selling the Contract Software to the End User under the Sales Agreement which has been authorized by Amann Girrbach AG to distribute the Contract Software to the End User.
- f** "End User" shall mean the direct, commercial user of the Contract Software that is licensed to him by the Distributor under the Sales Agreement.
- g** "EULA" shall mean this End User License Agreement, which is part of the Sales Agreement. The relationship between this EULA and the Sales Agreement is governed by Section 2 of this EULA. This EULA is only directed towards commercial users of the Contract Software and does not grant any rights to any consumer End User.
- h** "exocad" shall mean exocad GmbH, a limited liability company under the laws of Germany who has licensed the Contract Software to the Distributor.
- i** "Head License Agreement" shall mean the license agreement in place between the Distributor and Amann Girrbach AG entitling the Distributor to distribute the Contract Software in connection with this EULA, it being understood that Amann Girrbach AG has executed a corresponding agreement with exocad which entitles Amann Girrbach AG to grant a corresponding distribution right to the Distributor.
- j** "Initial Activation" " shall mean the activation of the Contract Software for an individual software License, which is protected by a USB Dongle or other licensing mechanism. The Contract Software generally needs to be activated by the Distributor or the End User before initial usage. This

activation is conducted via the License Server.

- k** "Intended Purpose" shall mean the purpose the Contract Software is dedicated to be used for as specified in the respective accompanying documentation, such as the user manual and the Performance Specifications.
- l** "License" shall mean the End User's right to use the Contract Software as specified in this EULA.
- m** "License Server" shall mean exocad's server which is used to administrate the Licenses for the Contract Software and to conduct the Initial Activation.
- n** "Modules" are major extensions to the Core Version which need to be ordered separately for each individual software License and are usually made available to the End User against additional remuneration and which are subject of the Contract Software if any Modules are part of the Sales Agreement.
- o** "Party" is the Distributor or the End User or exocad, "Parties" are the Distributor, the End User and exocad
- p** "Performance Specifications" shall mean a document that includes a technical description of the Contract Software. Changes to the Contract Software may result in an update of the Performance Specifications. The relevant version of the Performance Specifications is the one valid at the time of Distributor's offer, End User's order or each upgrade of the Contract Software (e.g. Bug Fixes, Upgrades or newly developed Modules) in accordance with this EULA (whichever is later). Additionally, an update of the Performance Specifications may be required with immediate effect if this is necessary for safety reasons or to remedy an alleged infringement of third party rights in accordance with Section 8.2. The Performance Specifications will be made available by the Distributor to the End User and Distributor will inform the End User of new updates to the Performance Specifications without undue delay.
- q** "Sales Agreement" shall mean the sales agreement entered into between the Distributor and the End User, including this EULA and the terms agreed between the Distributor and the End User. The relationship between this EULA and the Sales Agreement is governed by Section 2 of this EULA.
- r** "Upgrades" shall mean new versions of or patches to the Contract Software provided by the Distributor in the sense of minor extensions to the Contract Software and/or replacements of the manner of functioning of the Contract Software by a newer functionality which has improved characteristics but which does essentially retain the original functional scope and/or implements it in a different way.
- s** "Upgrade Contract" means a contract in accordance with Section 6 for obtaining Upgrades. An Upgrade Contract is either concluded when purchasing a new Core Version license or by separate agreement for an already activated Core Version.
- t** "USB Dongle" shall mean a USB hardware device for the purpose of license management and copyright protection which is required for each use of the Contract Software including the Initial Activation. The USB Dongle must at all times be connected to the respective computer in order to run or use the Contract Software.

2. CONTRACT DOCUMENTS

- 21 This EULA is a license agreement between the Distributor and the End User and forms an integral part of the Sales Agreement.
- 22 In case of inconsistencies or contradictions between this EULA and the Sales Agreement, the provisions of this EULA shall take precedence.
- 23 The scope of application of this EULA is limited to the use of the Contract Software. It shall not apply to any other products and services of the Distributor.

3. LICENSE TERMS

- 31 Under the Head License Agreement, the Distributor has obtained from Amann Girrback AG the right to grant sublicenses to End User for the use of the Contract Software in accordance with the terms of this EULA. Nothing in this EULA shall affect exocad's or Amann Girrback's right in and to the Contract Software, and the End User is granted only the rights explicitly awarded by this EULA.
- 32 Upon Initial Activation, the Distributor grants to the End User, subject to this EULA, a non-exclusive, non-transferable, non-assignable, non-sublicensable, perpetual, limited license to install, store, load, execute, configure and display the Contract Software on its computers which are connected to a USB Dongle or other licensing mechanism solely for internal business operations, i.e. the provision of its services. This License is granted as "per seat" license, not as concurrent user license or floating license, i.e. each License is limited to one End User and one computer at a time.
- 33 In particular, the use of the Contract Software in connection with the operation of a computer center for third parties (e.g. with remote access per team-viewer) as well as publishing, copying (except where required under Section 3.2), leasing, lending, or any other form of (temporary) making available of the Contract Software to third parties (e.g. as application service providing or as desktop-as-a-service) are not permitted. The commercial distribution or making available of the Contract Software by the End User is strictly prohibited. The End User is not entitled to transfer or grant rights granted under this EULA to third parties and/or to legally or commercially affiliated companies.
- 34 Except as expressly permitted hereunder, the End User is not entitled to make any modifications or enhancements to the Contract Software, or create any derivative work based on the Contract Software or configure the Contract Software to create new applications or new material functionality not provided by the Contract Software or contemplated by the relevant Performance Specifications. Any corresponding mandatory provisions under applicable laws permitting such actions remain unaffected.
- 35 Except as permitted by mandatory provisions under applicable laws, the End User is not entitled to decompile, disassemble, reverse engineer or otherwise attempt to reconstruct or discover the source code or underlying programming sequences, methodologies and techniques of the Contract Software. End User shall not (and shall not assist or allow any third party to) use the Contract Software to develop products and services that compete with exocad's products or services by using output data of the Contract Software, or by extracting or reverse-engineering data contained in the Contract Software or the Contract Software itself. This includes using any output data generated by, or designs created by, using the Contract Software, for training machine learning algorithms to analyse or generate tooth shapes and structures. This also includes the usage of library data licensed for usage

with exocad software (e.g. implant libraries, in conjunction with third party software, even if these libraries were not shipped with the exocad software), but obtained otherwise (e.g. through download from the exocad website).

4. ACTIVATION AND PROVISION OF CONTRACT SOFTWARE

- 4.1 The Distributor shall provide the End User with and install and configure the Contract Software on the computers of the End User. The Contract Software shall be supplied in executable form in object code. The End User is not entitled to receive any source code form of the Contract Software or any rights thereto.
- 4.2 The USB Dongle or other licensing mechanism is used for the individual software license management and must be attached to the computer to start and run the Contract Software. The Distributor will provide the End User with the USB Dongle or licensing mechanism. Before using the Contract Software with its USB Dongle or other licensing mechanism on a specific computer, Initial Activation is required. The Initial Activation will only enable use of the Contract Software on the specific computer the USB Dongle or other licensing mechanism is connected to during the activation process. The License is activated by using an online internet connection to exocad's License Server from the Contract Software on the computer with the USB Dongle or other licensing mechanism. If a successful connection is not established to exocad's License Server during the activation process due to technical reasons, the Distributor may optionally perform the Initial Activation, e.g. by manual activation at the End User's computer using activation codes provided by exocad or its License Server.
- 4.3 In order to prevent the unauthorized multiple use of the Contract Software with a single USB Dongle or other licensing mechanism, the Distributor reserves the right to refuse the Initial Activation of the Contract Software on more than five (5) computers in whole until the question of the further authorization for use by the End User has been clarified. In addition, the Distributor retains the right to agree to a change of a License to another computer than the Contract Software was originally activated for only in exceptional cases if comprehensible reasons for such change are provided to the Distributor and compliance with this EULA is ensured to the Distributor's satisfaction.
- 4.4 Defective USB Dongle and other licensing mechanisms will be replaced, provided that the License is under a valid Upgrade Contract. In order to transmit the configuration of the defective USB Dongle to the new USB Dongle the End User has to provide the Distributor with the serial number of the defective USB Dongle in writing (email is sufficient). The defective USB Dongle must be returned to the Distributor. The new USB Dongle will not be sent before the defective USB Dongle has been received by the Distributor. Distributor will send the new licensing mechanism after Distributor has received the defective licensing mechanism.
- 4.5 Lost USB Dongles and other licensing mechanisms will not be replaced by the Distributor.
- 4.6 Even after the Initial Activation, the Contract Software can only be used on a computer when the USB Dongle or other licensing mechanism that has been used for the Initial Activation on that specific computer is connected to this computer. Changing the hardware, the operating system, or user accounts in the operation system of the computer may re-trigger the Initial Activation process for copyright protection reasons.
- 4.7 It is highly recommended to have a valid internet connection while using the Contract Software. In

case that the Contract Software was not used for an extended period on a computer with a USB Dongle or other licensing mechanism, a confirmatory Initial Activation process may be triggered automatically for the computer and its USB Dongle or other licensing mechanism.

5. INFRINGEMENT OF LICENSE TERMS

Should the Distributor become aware of any infringement of this EULA, it may in its reasonable discretion deactivate the Contract Software (i.e. the USB Dongle or other licensing mechanism cannot be used for running the Contract Software) activated for the infringing End User and used for the infringement.

6. UPGRADE CONTRACT

6.1 Upgrades are provided to the End User by the Distributor under an Upgrade Contract. An Upgrade Contract is concluded either automatically when purchasing a new CoreVersion license or by separate contract conclusion for an already existing Core Version license without an active Upgrade Contract. An Upgrade Contract for a specific License always covers both the Core Version as well as all activated Modules. The purchase of individual Upgrades (Releases) or the purchase of an Upgrade Contract for individual Modules is not possible.

6.2 When purchasing a new license for a Core Version the End User is entitled to use available Upgrades for that individual Core Version license.

6.3 The End User is free to enter into a Upgrade Contract for each Core Version license (incl. Modules) at any time during the term of the Core Version license. During the term of such Upgrade Contract the End User is entitled to use all available Upgrades.

6.4 The term and fees for the Upgrade Contract are as agreed separately between Distributor and End User.

An Upgrade Contract automatically expires upon termination of the respective Core Version license.

Upon termination the End User shall not be entitled to receive any more Upgrades. Already installed/ received Upgrades are not affected.

7. BUG FIXES /MODULES

7.1 Unless otherwise agreed, Bug Fixes published by exocad during the License Term shall be provided to the End User by the Distributor free of charge for all valid Core Version licenses (to the extent the respective End User is entitled to receive Upgrades).

7.2 Modules offered by the Distributor can be purchased for each valid and active Core Version license and are subject to a separate order by the End User and their use by the End User will be subject to this EULA. Activated Modules cannot be deactivated retroactively.

7.3 If exocad publishes Bug Fixes or Upgrades which remedy critical defects or malfunctions of the Contract Software or are otherwise required for using the Contract Software securely, the Distributor

will inform the End User accordingly. Upon such information, the End User will immediately stop using the Contract Software without the required Bug Fixes or Upgrades being installed on the relevant computers of the End User by the Distributor. The continued use without Bug Fix or Upgrade is the End User's sole risk and responsibility.

- 74 For all other Bug Fixes or Upgrades published by exocad, Distributor shall make such Bug Fixes and Upgrades available without undue delay to the End User entitled to receive them.
- 75 Bug Fixes, Upgrades and new Modules may require an update of the Performance Specifications to the extent necessary to reflect the changes to the Contract Software and its use as implemented by the respective Bug Fix, Upgrade or new Module.

8. DISPUTES

- 81 In the event that any third party asserts a claim against the End User with regards to the Contract Software, the End User will (i) immediately inform the Distributor, (ii) not take any steps towards such third party without prior written approval from exocad (iii) grant exocad the right, to the extent permitted under applicable law, to enter into the dispute with the third party, and (iv) provide reasonable assistance to exocad for the solution of such dispute.
- 82 The above rights shall only be granted to exocad under the condition that exocad reimburses the End User from any costs or expenses (including reasonable attorney's fees) incurred by End User in connection with actions or instructions of exocad taken under or in connection with any of the provisions ii-iv above.

9. OTHER OBLIGATIONS OF THE END USER

- 91 The Distributor will provide the End User with all relevant data, information and training required for the operation and use of the Contract Software.
- 92 The End User is obliged and shall ensure that its employees and any other persons handling the Contract Software:
 - a Comply with the applicable provisions on the launch, operation and use of the Contract Software;
 - b Not use the Contract Software outside the Intended Purpose and the Performance Specifications;
 - c Strictly follow all installation and servicing (including necessary Upgrades and/or Modules) instructions provided by the Distributor or exocad and return required records and reports of the performed activities to the Distributor;
 - d Engage only the Distributor to conduct the servicing, maintenance and inspections of the Contract Software; and
 - e Notify the Distributor without undue delay about any material malfunctions or errors of the Contract Software.
- 93 The Contract Software may be subject to export laws and regulations of the European Union and other countries. The End User shall be responsible for complying with all applicable export, import and

regulatory laws and requirements.

- a** End User represents that is not named on any U.S. government denied-party list. End User will not: (i) provide or otherwise permit others to access or use the Contract Software in a U.S.-embargoed country or in violation of any European Union or U.S. export law or regulation; or (ii) provide the Contract Software to users located in the following countries/territories: Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan, South Sudan, Syria. This list of countries/territories may be amended from time to time based on regulatory, compliance, or other concerns. End User will be provided with an updated list in the event of such change, which may have entries specific to certain products or Modules, and shall apply immediately after being provided.
- b** End User's failure to comply with these requirements will be considered a material breach of this EULA.

10. AUDIT AND COOPERATION

The End User understands and accepts that the Distributor and exocad have a fundamental interest in detecting and preventing product piracy and other forms of unlawful use of the Contract Software in the license chain in order to ensure product safety. For this purpose, the End User shall reasonably assist and cooperate with the Distributor and/or exocad to investigate where the Distributor and/or exocad suspects that product piracy or other unlawful use of the Contract Software may exist. For this purpose, the End User shall in particular upon request provide relevant information on its use of the Contract Software to the Distributor or exocad. To the extent Distributor has any such information provided by End User, End User hereby consents and authorizes the Distributor to provide such information to exocad. Furthermore, End User accepts that during the course of such investigation exocad and/or Distributor may collect from the End User's installation(s), retain and use information relative to product piracy and/or the unlawful use and/or distribution of the Contract Software. End User hereby consents to and permits Distributor to share with exocad End User's personal data (such as End User's name and full contact details) previously provided by End User to Distributor. End User's failure, or unreasonable delay in providing any such information when requested, or intentionally providing incorrect information, shall be deemed a material breach of this EULA.

If Distributor or exocad suspects that product piracy or other unlawful use of the Contract Software may exist, then End User shall allow Distributor or exocad to use a trustworthy third party who is sworn to secrecy by contract or professional obligations ("Auditor") to conduct onsite and/or offsite inspections and audits of the End User's business and practice that relate to the End User's use of the Contract Software. The Auditor will not inform Distributor or exocad about all records, books and practices that Auditor has inspected during the audit, but only about documents supporting specific contractual breaches and compliance concerns under this EULA, including related evidence, that Auditor has identified as a result of such audit. The Distributor and exocad shall be entitled to such audit for as long as the End User retains confidential information, copies of the Contract Software or other material of the Distributor or exocad. Unless otherwise stated in this EULA, each such inspection and audit will be conducted during reasonable business hours, for a reasonable duration, and at exocad's expense, no more than once per year. The Distributor or exocad will give the End User reasonable prior notice of such audit.

11. USAGE DATA

By activating or using the Contract Software, the End User acknowledges that anonymous user statistics and USB Dongle or other licensing mechanism specific online access information (e.g. IP addresses, PC hardware identification, driver/software versions and signatures) might be collected in the Contract Software for improving the software experience, for software license protection purposes, for software upgrades and for software recall checks by exocad or Amann Girrbach. Personal data will only be collected, processed and used to the extent that the execution of the Sales Agreement or compliance with legal obligations require such processing.

As between the Parties, exocad may collect (from Distributor, Amann Girrbach AG and directly from End User), use, and share:

- a** With exocad's affiliates: (i) where applicable, data related to dental device safety issues; (ii) software licensing data required to track piracy and illegal use of the contract software; (iii) software usage data, including cloud-based software and/or library access; and (iv) anonymized case data, including 3D data files and intermediate data (in compliance with EU and U.S. applicable regulations).
- b** With exocad's affiliates, Amann Girrbach AG and Distributor(s), unless specifically prohibited by applicable local laws or regulations: (i) license serial number, installation details, online access information (e.g. IP addresses, PC hardware identification, driver and software versions and signatures), and other customized installation details of each sub-license; and (ii) End User, Registered Owner, and/ or Subscriber legal entity name and address/e-mail (obtained by exocad, for example, through mandatory online registration by the End User as a prerequisite to use the licensed software). End User's failure, or unreasonable delay in providing any such information when requested, or intentionally providing incorrect information, shall be deemed a material breach of this EULA.

12. LICENSE EXPIRATION

- 121** The License of the End User will automatically and immediately expire without further notice if (i) mandatory usage of the USB Dongle or other licensing mechanism is circumvented, (ii) existing USB Dongle or other licensing mechanism protection is impaired, circumvented or tampered with (e.g. by making copies of the USB Dongle or other licensing mechanism, or its contained license data), (iii) the Contract Software or the USB Dongle or other licensing mechanism is used on any other computer than the computer the Contract Software or the USB Dongle or other licensing mechanism has been successfully activated for, (iv) the connection between the computer where the Contract Software is running and the License Server is blocked, circumvented, impaired or tampered with or (v) any attempt, preparation or support measure for any of the above actions is undertaken. Any potential claims of exocad or the Distributor regarding compensations for fictitious license fees or any further claims, including damage claims exceeding fictitious license fees, shall remain unaffected.
- 122** The End User will, in no event later than fifteen (15) days after termination or expiration of the License, delete from any computer system and destroy all copies of the Contract Software in its possession and provide a certificate to that effect.

13. THIRD PARTY BENEFICIARY CLAUSE

- 13.1 In case of any actual or alleged breach of the terms of this EULA by the End User, exocad may enforce any of the rights of the Distributor under this EULA directly against the End User.

14. FINAL PROVISIONS

- 14.1 [*Final provisions of the Distributor to be added including choice of venue and choice of law*]