

SureSmile® General Terms & Conditions

These General Terms and Conditions (“**Terms**”) are effective for all purchases, leases and orders placed by Customer with **Dentsply India Private Limited. d/b/a SureSmile®** (“**SureSmile**” or “**Company**” or “**we**”) on or after _____, 2022 (the “**Effective Date**”).

The Terms are incorporated into each purchase or order of SureSmile products or services (defined below), or lease of Software or Documentation (defined below), by a Customer (defined below) through the SureSmile Aligner online platform, the SureSmile Ortho online platform (both platforms together “**the Platforms**”), or via a SureSmile Advanced Agreement (each online purchase or Advanced Agreement (“**Agreement**”)), entered into between the Customer and SureSmile.

INTRODUCTION

The terms and conditions set forth herein, together with any terms set forth on the Platforms (collectively, the “**Program Terms**”) govern the use of the Website and the Services (defined below). Unless otherwise agreed in writing by SureSmile, on and after the Effective Date, these Terms and Conditions will supersede all prior terms and conditions regarding the purchase by Customer and sale or lease by SureSmile on a non-exclusive basis to Customer of any and all products, software, documentation or devices manufactured or sold by SureSmile (the “**SureSmile Products**” or “**SureSmile Services**”). SureSmile reserves the right at its sole discretion to further modify these Terms from time to time (the “**Modified Terms**”) without prior written notice. If these Terms are updated, the Modified Terms will be posted on the Dentsply Sirona website or SureSmile websites (www.suresmile.com or <https://www.dentsplysirona.com/en-us/categories/orthodontics/suresmile-aligner.html>) (referred to collectively as the “**Website**”), along with the date that they were last updated.

THE MODIFIED TERMS AND CONDITIONS SHALL BE EFFECTIVE FOR ALL ORDERS PLACED BY CUSTOMER AND ALL PURCHASES WITH SURESMILE ON OR AFTER THE EFFECTIVE DATE SET FORTH THEREIN. CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS AND ANY MODIFIED TERMS AND CONDITIONS UPON THE EARLIER TO OCCUR OF (1) CUSTOMER SIGNING A SURESMILE ADVANCED AGREEMENT OR AGREEING ONLINE TO THE TERMS IN THE ALIGNER OR ORTHO PLATFORMS’ REGISTRATION PROCESS OR (2) CUSTOMER CONTINUING TO USE THE WEBSITE AND/OR PLACING AN ORDER WITH SURESMILE OR MAKING A PURCHASE FROM SURESMILE BY ANY METHOD AFTER THE APPLICABLE EFFECTIVE DATE.

We encourage customers to review the Terms each time they access the Website.

PLEASE NOTE THAT BY ACCESSING OR USING ANY PART OF THE WEBSITE OR PLACING ANY ORDER OR MAKING ANY PURCHASE, CUSTOMER AGREES THAT CUSTOMER HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS AND ANY MODIFIED TERMS, INCLUDING THE APPLICABLE LAW AND VENUE PROVISIONS. IF CUSTOMER DOES NOT AGREE TO BE SO BOUND, CUSTOMER SHOULD NOT ACCESS OR USE THE WEBSITE OR MAKE A PURCHASE OR LEASE FROM SURESMILE.

1 DEFINITIONS

As used in the Agreement the following terms will have the meanings described below.

1.1 AUTHORIZED USER

Authorized User means an employee or contractor of Customer who Customer permits to access and use the Software and/or Documentation pursuant to Customer's license hereunder.

1.2 CONFIDENTIAL INFORMATION

Confidential Information means any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, SureSmile Products or Services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, whether or not marked as confidential, provided by or learned about a Party in the course of the Parties' dealings with one another including, but not limited to, information about the SureSmile Services and SureSmile Products, the terms of the Agreement, and patient data. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

1.3 CUSTOMER

Customer means the health care practitioner (doctor(s)) who licenses the Software or orders the SureSmile Products sold or licensed by SureSmile, or, in case the order or license is made or received on behalf of a practice, partnership, corporate body or other legal entity for or with which the doctor works, this legal entity (the "**Practice**"), and not the patient receiving treatment. If a Practice is named on the invoice and/or that practice pays the invoice(s), then we are entitled to assume that it is the doctor who uses the SureSmile Software or SureSmile Products and places orders with the authorization of, for and on behalf of the Practice. Under these circumstances the Practice will also be SureSmile's Customer, and the doctor and the Practice shall be jointly and severally liable for obligations in these Terms which are obligations of "Customer." For the avoidance of doubt, the Customer shall be

obligated to ensure that the doctor also perform all the obligations under these Terms. The doctor and the Practice must read and understand these Terms before downloading any Documentation or Software, uploading patient information or placing any order, because in each case, a contract will be formed, and the doctor and the Practice will be bound by these Terms which will govern that contract.

1.4 DISCLOSING PARTY

Disclosing Party means a party that discloses Confidential Information under this Agreement.

1.5 DOCUMENTATION

Documentation means the manuals, handbooks, installation guides and information related to the SureSmile Products or Software provided by SureSmile to Customer, including the Clinical Reference Manual, webinars, online courses, training, materials and quick tips made available through the SureSmile U™ education services (<https://suresmileu.com>), the Website, the HealthDocBox website (<https://healthdocbox.com>) or online on the Internet, plus Software reference information in the online help section of each platform, amended by SureSmile as necessary.

1.6 INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar rights or forms of protection in any part of the world.

1.7 MAINTENANCE

Maintenance means the provision of Updates and telephone support.

1.8 RECEIVING PARTY

Receiving Party means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

1.9 SERVICES

Services mean the SureSmile Products, Software, Documentation, Training, Support, Maintenance and all other services provided to Customer as a result of an order placed by Customer through the SureSmile Software to SureSmile.

1.10 SOFTWARE

Software means (a) the SureSmile Software accessible by the Customer via the Internet at SureSmile Websites, and (b) any other application Software provided by SureSmile to Customer under the Agreement. Software does not include the source code.

1.11 SUPPORT

Support means telephone support at the SureSmile Customer Care Center (1-800-208-1011) designed to address issues or concerns with the SureSmile Products or Services. Support also includes SureSmile providing assistance and using reasonable efforts to resolve any reported issue with the SureSmile Products or Services. Support does not include training of Customer's personnel.

1.12 UPDATE

Update means a modification or enhancement to the Software that is generally provided by SureSmile to all of its customers as part of standard maintenance. Updates do not include new modules added to the existing Software or new or separately marketed Software.

2 LICENSE

2.1 SOFTWARE & DOCUMENTATION LICENSE

Subject to the terms and conditions in the Agreement, Customer's payment of all amounts and Fees due under the Agreement, and Customer's compliance with the Agreement and Terms, SureSmile grants Customer, and Customer accepts, (subject to termination as provided in the Agreement), a non-transferable, non-exclusive, and non-sublicensable right to use the Software and Documentation solely for the intended use for the duration of the Agreement. To the extent SureSmile provides Software for installation on Customer's computer systems, Customer may make a reasonable number of copies of such Software for backup purposes. Any such copy of the Software: (a) remains SureSmile's exclusive property; (b) is subject to the Agreement and Terms; and (c) must include all copyright or other proprietary rights notices contained in the original. The Customer may only copy the Software in as far as this is covered by the intended use of the Software as determined in the Agreement. Necessary copying includes loading the Software into the main memory on the Customer's server, but not the installation or storage of the Software on data carriers (in particular, but not limited to, hard drives or similar) of the hardware used by the Customer, not even temporarily. The Software may neither be decompiled (i.e., recompiled into source code) without express written permission of SureSmile.

2.2 LANGUAGE

Customer accepts that the Software, Documentation, Training and materials, Support, Maintenance and all communications with the SureSmile technicians are in the English Language. This license does not include any resale or commercial use of the Software and Documentation or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Software and Documentation or its contents; any downloading or copying of account information for the benefit of another; or any use of data mining, robots, or similar data gathering and extraction tools

3 PROOF OF IDENTITY

3.1 PROOF OF IDENTITY

We reserve the right, in our sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to us): (i) for the purposes of verifying any individual's and/or any entity's eligibility to access the Software and Documentation; (ii) for the purposes of verifying the legitimacy and/or accuracy of information of any kind; and/or (iii) for any other reason we deem necessary, in our sole and absolute discretion, for the purposes of administering the Software and Documentation in accordance with our interpretation of these Terms and the Software and Documentation. Failure to provide such proof to the complete satisfaction of SureSmile within the timeline specified by us may, in the sole and absolute discretion of the SureSmile, result in suspension of the Software and Documentation License

3.2 AUTHORIZED USERS

The Customer may allow its staff to have access to and to use the Software as Authorized Users. The Customer may not make the Software available to third parties for use, with or without payment. Other than the license expressly granted in the Agreement, SureSmile retains all right, title and interest in and to the Software including, but not limited to, the Documentation, and all intellectual property rights therein. The Customer agrees and acknowledges that the Customer shall be liable for any liabilities arising out of use of the Software and Documentation by the Authorized Users.

3.3 SOFTWARE AND DOCUMENTATION RESTRICTIONS

Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in the Agreement. Without limiting the foregoing and except as otherwise expressly set forth in the Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law

3.4 RESERVATION OF RIGHTS

SureSmile reserves all rights not expressly granted to Customer in the Agreement and Terms. Except for the limited rights and licenses expressly granted under the Agreement and Terms, nothing in the Agreement or Terms grants, by implication, waiver, estoppel, or otherwise, to Customer, Authorized Users or any third party any intellectual property rights or other right, title, or interest in or to the Software or Documentation.

3.5 WEBSITE

This website or any portion of this Website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of SureSmile and/or its affiliates, as may be applicable.

3.6 DELIVERY

SureSmile shall deliver the Software electronically, on tangible media, or by other means, in its sole discretion, to Customer within five business days following the Effective Date or Customer registration on the online platform. Risk of loss of any tangible media on which the Software is delivered will pass to Customer on delivery to carrier. (FOB Destination). Incoterms® 2020 shall apply.

3.7 CONNECTIVITY

Throughout the Term, Customer shall provide and maintain, at Customer's expense, a broadband connection (including any necessary modem, hardware and software) to the Internet to access the SureSmile Software that meets the specifications provided by SureSmile from time to time.

3.8 CUSTOMER RESPONSIBILITIES

Customer is responsible and liable for all uses of the Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall take reasonable efforts to make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions. Customer will take all reasonable precautions to prevent unauthorized third-party access to the Software. If the Company determines that a Customer or Authorized User has abused the license or fails to comply with any of the Terms, or makes any misrepresentations to us, or that the use of the Software is unauthorized, fraudulent or otherwise unlawful, the Company may, in its sole discretion, take such actions as it deems appropriate, including without limitation, suspending the license to use the Software, with or without advance notice to the Customer and without liability to the Company

Customer expressly warrants and represents that:

- The doctor is licensed or registered to practice dentistry and/or orthodontics without restriction in the country and state to which the Suresmile Products are to be shipped;
- The Practice has all licenses and authorizations to provide dental treatment in the country and state in which it operates;
- The Practice and doctor have authority to enter into the Agreement and to agree to the Terms;
- The Practice and doctor have the necessary expertise, experience and training to properly perform procedures associated or in conjunction with the

SureSmile Products; and

- The Practice and doctor are not purchasing or acquiring SureSmile Products with the intent that they will be used by any other doctor and/or for the benefit of any patient other than Customer's own patients or otherwise outside the country to which the SureSmile Products are shipped.

If a Customer or Authorized User does not meet the Company's requirements set out above, the Company reserves the rights to forfeit the license or take any action as deemed fit by the Company without prior notice.

Further, Customer undertakes that Customer shall strictly comply with the following:

- The Customer or the Authorized User shall not use the SureSmile Products if Customer's license or registration to practice has expired, or is not valid, or revoked, suspended or otherwise jeopardized or restricted at any time during the treatment of patients;
- The Customer or the Authorized User shall use the SureSmile Products only in accordance with generally accepted dental standards as per applicable law;
- The Customer or the Authorized User shall regularly review the Website to review the Modified Terms (if any) and to verify any changes to pricing or other terms; and
- The Customer may provide, upon request, feedback regarding the success of the SureSmile Products; and promptly notify SureSmile in any event within ten (10) days of any incident (in all available detail) relating to SureSmile Product use on any patient or Software use that SureSmile and/or the Customer is required to notify any governmental or regulatory authority.

4 AGREEMENT; SERVICES

4.1 AGREEMENT

Customer may purchase, and SureSmile will provide, SureSmile Products and/or SureSmile Services at the prices indicated when such Services are ordered. SureSmile and Customer agree that all purchases of SureSmile Products or licensing of Software or Documentation by Customer will be governed by the Agreement and these Terms. Customer acknowledges and agrees that acceptance by SureSmile of any order from Customer is expressly made conditional upon Customer's assent and shall be subject to these Terms.

4.2 POINT OF CONTACT

Customer will appoint one of its employees to clear all Support and Maintenance requests and serve as the primary point of contact with SureSmile. Customer will appoint a second employee as a backup. Contact details of such appointed employees shall be intimated to SureSmile within 7 days of acceptance of these Terms. Either employee will be responsible for contacting SureSmile for Support and Maintenance.

4.3 SUPPORT

During the Term, SureSmile will provide Support to Customer's points of contact. Support in excess of that specified above will be available pursuant to hourly fee-schedules set forth by SureSmile.

4.4 TRAINING

SureSmile will provide Customer with training sessions, including online at the SureSmile U™. Any additional training will be quoted at then current rates and will be billed separately.

4.5 MAINTENANCE

SureSmile will provide Customer with Maintenance until the end of the Term. Customer shall install all applicable Updates on Customer's computers. Customer's failure to install an Update at SureSmile's request will constitute a material breach of the Agreement

4.6 LIMITATIONS & EXCLUSIONS

SureSmile will not be responsible for providing Support or Maintenance relating to the following: (a) problems that result from Customer's use of the Software that is not in conformance with the Documentation; (b) problems caused by changes, alterations or revisions made by Customer or on Customer's behalf (other than by SureSmile); (c) problems caused by Customer's data, network, or operational or other environmental factors not within the direct control of SureSmile; or (d) faulty electrical systems.

5 ORDERS

5.1 ORDERING PROCEDURE

All orders will be placed with the online ordering system incorporated in the Software. During this process, SureSmile will propose, and Customer will approve the SureSmile Products design and a treatment plan, based on which the Customer will place orders with SureSmile. Fees for all items are due and payable at the time of the corresponding order. Each order shall be in a form approved by SureSmile and shall specify (a) the SureSmile Products being ordered, (b) the requested delivery location, (c) other appropriate information as may be required by SureSmile to complete the order, including a radiograph, p[atical or intraoral scan and photos, (d) the location to which the applicable invoice shall be tendered for payment, and (e) any other terms included in SureSmile's approved order, as may be amended by SureSmile from time to time. Customer agrees to use electronic invoicing.

5.2 INFORMATION

Customer is responsible for providing SureSmile with all information necessary for SureSmile to manufacture SureSmile Products. SureSmile is not responsible for the accuracy or inaccuracy of any information received from Customer or third parties in connection with the applicable order. SureSmile Products shall be manufactured using the information Customer provides to SureSmile.

5.3 ACCEPTANCE OF ORDERS

SureSmile shall have the right, at its sole and absolute discretion, to accept or reject any order (or any portion thereof) for any reason. No order shall be binding upon SureSmile unless and until shipment is tendered to the carrier.

5.4 CANCELLATION OF ORDERS

Customer may not cancel an order once SureSmile begins any phase of the design or manufacture of the SureSmile Products.

5.5 RETURNS

Returns are only permitted in the event that SureSmile Products do not meet their applicable Specifications. Customer must notify SureSmile promptly within 5 days of receipt of the SureSmile Products of any issues with the SureSmile Products or damage to the SureSmile Products. All other SureSmile Products issues shall be discussed with the Customer who approved the SureSmile Products design and treatment plan. In the event a return is permitted, Customer shall first obtain a return authorization and return instructions from the customer Care Center before returning any SureSmile Products to SureSmile. The value of SureSmile Products returned shall not exceed the original Purchase Price paid for such SureSmile Products.

5.6 ALTERATIONS

Customer may amend or refine an order only through the Software and as allowed by the Software and treatment plan. If an alteration of the treatment plan is required and approved by the Customer, then Customer must submit a Change Order through the Software, which shall include the new manufacturing specifications

5.7 DISCLAIMER

You acknowledge and undertake that you are accessing the Website and Software and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the Software.

6 SHIPMENT AND DELIVERY

6.1 SHIPPING TIME

SureSmile Products manufactured by SureSmile pursuant to the applicable order will be delivered via overnight courier to the Customer. Any estimated shipping dates provided by SureSmile to Customer are based upon conditions existing at the time the applicable order is received by SureSmile. SureSmile shall endeavor to ship the applicable SureSmile Products by SureSmile's estimated shipping date but shall not be responsible for any loss or damage resulting from delay in any shipment which is caused absent of any fault of SureSmile. Other than with respect to unusual or bulk orders, the applicable SureSmile Products are typically shipped within ten (10) business days from the date of SureSmile's acceptance of the applicable order. All dates are approximate only and the time of dispatch is not of the essence. With respect to unusual or bulk orders, SureSmile will provide Customer with an estimated shipping date for SureSmile Products applicable to such orders. SureSmile will notify Customer in the event that SureSmile experiences a delay in shipment of applicable SureSmile Products due to a backlog of orders, Software issues or manufacturing delays, and endeavor to begin shipment of the applicable SureSmile Products as soon as reasonably practicable thereafter. SureSmile shall deliver all applicable SureSmile Products FOB Destination unless otherwise agreed upon by the parties in writing. SureSmile shall have the right to ship goods from any factory

anywhere in the world, as specified by SureSmile. Any loss or damage that occurs prior to shipment shall be the sole responsibility of SureSmile and, in such event, SureSmile's responsibility shall be limited to replacement or refund of the applicable SureSmile Products, in SureSmile's sole discretion.

6.2 PACKAGING

SureSmile Products will be packaged in accordance with FDA and applicable Indian laws and regulations (including but not limited to the Medical Devices Act) and approval, and to SureSmile's Product specifications.

6.3 PASSAGE OF TITLE

Title to, ownership of, and risk of loss or damage to SureSmile Products manufactured pursuant to the applicable order shall transfer to Customer upon delivery of such SureSmile Products to the designated carrier. If a shipment is lost, SureSmile will replace (one time only) the Product at its cost.

7 PRICING

The purchase price of SureSmile Products and all applicable fees shall be in accordance with SureSmile's prices as in effect at the time of SureSmile's acceptance of the applicable order and/or specified in the Agreement. SureSmile may update the purchase price at any time and without notice in its sole and absolute discretion. Any changes to the purchase price will not affect existing orders that have been accepted by SureSmile prior to the effective date of the purchase price change. The purchase price does not include sales, use, excise, or any similar tax unless otherwise specified by SureSmile in writing.

8 PAYMENTS

8.1 FAILURE TO PAY

Payments are due upon placement of an order for pre-pay accounts. All payments are to be paid in cleared funds in INR (India Rupees). Time of payment is of the essence. Customer agrees to pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Customer is responsible for payment of the invoices. In addition, and without prejudice to the responsibility of Customer, the Practice, if named on the invoice or if the practice habitually pays the SureSmile invoices, is jointly and severally liable with Customer for the payment of all invoices. SureSmile may therefore claim payment of any sums owed under any agreement against Customer personally and/or against the Practice. Customer waives diligence, demand, presentment for payment, notice of nonpayment and protest. In addition, Customer agrees to pay all reasonable expenses incurred by SureSmile in enforcing any collection of fees or other rights under the Agreement including, but not limited to, all expenses of any legal proceeding related thereto and legal fees.

8.2 METHODS OF PAYMENT

Depending upon the type of order, Customer may pay for the SureSmile Products and License by credit card (pre-pay). Customer may provide credit card information to SureSmile, and authorize SureSmile to charge such credit card(s) (and any

replacements or substitutes) for any and all fees and charges as they become due under the Agreement. Customer shall keep all credit card information up to date and shall ensure sufficient credit lines for all charges as they become due. Failure to keep the credit card information current or failure to maintain sufficient credit will result in the delay of delivery of SureSmile Products and Services and will constitute Customer's material breach of the Agreement. Payment by credit card may be subject to a service charge from the credit card provider.

8.3 CASE RELATED DISPUTE

Case disputes may be directed by Customer to the Customer Care Centers. In the event of one or more disputes related to the number of Cases started, SureSmile, at its own discretion, may give Customer at least three (3) business days' notice that it desires to audit the Customer. On the date specified in the notice, which, unless mutually agreed otherwise, shall be a normal business day, Customer shall, to the extent permitted by the laws, make available documents required to conduct the audit to SureSmile for auditing by SureSmile's authorized personnel or third-party representatives. Such an audit by SureSmile will comply with all applicable laws covering patient Confidential Information.

8.4 TAXES AND FEES

Customer shall be responsible for any duty tax/ sales tax/use tax/VAT/GST or consumption tax, fee or charge of any nature imposed by any governmental authority upon the sale of any Product to Customer. In the event SureSmile is required to pay such tax, fee or charge, Customer agrees to reimburse SureSmile within ten (10) days of notice of same. Alternatively, at SureSmile's option, Customer shall remit payment directly to such taxing authority.

9 CONFIDENTIALITY; PROTECTED HEALTH INFORMATION

9.1 PERSONAL INFORMATION

The personal information / data provided to us by you during the course of usage of the Services will be treated as strictly confidential and in accordance with the applicable laws and regulations. If you object to your information being transferred or used, please do not use the Services.

9.2 CONTENT

All content included on the Services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of SureSmile, its affiliates or its content suppliers and is protected by India and international copyright, authors' rights and database right laws. The compilation of all content on the Services is the exclusive property of SureSmile and its affiliates and is protected by laws of India and international copyright and database right laws.

You may not systematically extract/ or re-utilize parts of the contents of the Services without SureSmile and / or its affiliate's (as may be applicable) express written consent. In particular, you may not utilize any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilization of any substantial parts of the Services, without SureSmile and / or its

affiliate's (as may be applicable) express written consent. You may also not create and/ or publish your own database that features substantial (eg: prices and product listings) parts of the Services without SureSmile and / or its affiliate's (as may be applicable) express written consent.

9.3 CONFIDENTIAL INFORMATION DISCLOSURE LIMITATIONS

The Receiving Party agrees:

- a. to keep the Confidential Information in strictest confidence and not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section;
- b. to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of SureSmile, to make use of the Services; and
- c. to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

9.4 RECEIVING PARTY

If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy. If the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose

9.5 DUTY OF CONFIDENTIALITY

The duty of confidentiality shall continue for three years after the termination of the Agreement and these Terms, or for so long as the Confidential Information or trade secrets are entitled to legal protection under applicable laws.

9.6 PERSONAL DATA/INFORMATION WE COLLECT

Any information about a natural person, who can be identified, directly or indirectly, from data that we hold about them or from data that is combined with other information ("**Personal Data**"). It may include the following:

The types of Personal Data we may hold about you include:

- a. Contact information (such as name, postal or email address, and phone number);
- b. Business contact information (such as job title, department and name of organization);
- c. Professional information (such as experience with SureSmile products or services);

- d. Payment details (including payment card number, expiration date, and billing address);
- e. Shipping information (including the shipping address, dental distributor and phone number);
- f. Username and password for the account you may establish on our Website;
- g. Content (such as photographs and comments);
- h. Information about you, your physical condition or your health (including but not limited to digital scans of the patient's mouth/teeth) which may be provided to us by you or your health providers to enable us to manufacture products for you;
- i. Information generated by us in the course of managing our relationship with you, such as a history of our interactions with you, your purchases from us and information about your use of our products;
- j. Information in connection with your interactions with pages you visit on our Website, such as your IP address, browser type, device used to access our websites, your preferences and information you clicked on our websites; and
- k. Other information (such as demographic data, and shopping behaviors and preferences).

9.7 CONSENT

By using our services, the Customer consents to and grants SureSmile the right to collect, retain, use and share any and all information (including but not limited to personal information) furnished by him/her to us through the Website or Services or otherwise.

9.8 COLLECTION AND COMBINATION OF INFORMATION FROM OTHER SOURCES

We also may collect information about you that we may receive from other sources or from our offline interactions with you to, among other things, enable us to verify or update information contained in our records and to better customize our services for you. We may combine information gathered from multiple parts of the services into a single record.

9.9 HOW WE USE YOUR PERSONAL DATA

Personal Data is only to be collected by fair and lawful means and in a transparent manner. We only process Personal Data in a way that is compatible with and relevant for the purpose for which it was collected or authorized. As a general matter, for all categories of data we collect, we may use the Personal Data, to:

- a. provide, operate, maintain, improve, and promote the Website and Services;
- b. provide the services such as process your transaction; manage and maintain your account with us;
- c. enable you to access and use the Website and Services;
- d. send transactional messages, including responses to your comments, questions, and requests;
- e. tailor your experience on our Website and Services by providing content that is relevant to your interests and geographic region;
- f. send commercial communications, in accordance with your communication preferences, such as providing you with information about products and services, features, surveys, newsletters, offers, promotions, contests, and

- events about us and our partners; and send other news or information about us and our partners;
- g. monitor and analyze trends, usage, and activities in connection with the Websites and Services;
- h. we may use information about your experience of using our products to help us improve our products.
- i. comply with legal obligations as well as to investigate and prevent fraudulent transactions, unauthorized access to the services, and other illegal activities;
- j. process for other purposes for which we obtain your consent

9.10 HOW WE SHARE THE PERSONAL DATA

We may use the Personal Data so collected if it is required by law (or in compliance with any judicial/regulatory order) to disclose the same and also when it reasonably believes that such use is necessary to protect its legal interests. Personal Data which you provide may be shared with SureSmile Group, entities in which SureSmile has majority ownership, non-controlled affiliates of SureSmile and any third-party service providers representing SureSmile to further enhance your experience on the Website and Services or to provide additional facilities/opportunities/updates. We do not permit any third-party service providers who are representing SureSmile to use any of the Personal Data we share with them for their own marketing purposes or for any other purpose than in connection with the services they provide to us.

9.11 INTERNATIONAL INFORMATION TRANSFERS

We may disclose or transfer your Personal Data to a third party in countries outside the country in which it was originally collected for further processing in accordance with the purposes set out in section 9.4.3 hereinabove, in particular your Personal Data may be transferred throughout the Dentsply Sirona group. In these circumstances we will, as required by applicable law, ensure that your privacy rights are adequately protected by organizational, technical, contractual and/or other lawful means.

9.12 DATA SECURITY

SureSmile takes appropriate physical, technical and organizational security measures designed to safeguard and secure any Personal Data you provide to us. Nevertheless, unencrypted transmission to SureSmile via the internet is not completely secure and we cannot guarantee the security of your Personal Data during any such unencrypted transmission. Therefore, we encourage you to exercise discretion regarding the Personal Data you choose to disclose.

9.13 RETENTION OF PERSONAL DATA

- a. Your Personal Data will be retained for as long as necessary to operate our Website or provide you with our Services, resolve disputes and for such time period as required under applicable local law.
- a. Retention periods shall be determined taking into account the type of information that is collected and the purpose for which it is collected for, bearing in mind the requirements applicable to the situation and the need to destroy outdated, unused information at the earliest reasonable time.

9.14 CUSTOMER'S RIGHTS

You may request to:

- a. Receive confirmation as to whether or not your Personal Data is being processed, and access your stored personal information together with supplementary information (where permitted by applicable law);
- b. Request rectification of your Personal Data that is on our control;
- c. Request erasure of your Personal Data;
- d. Object to the processing of Personal Data as provided to us;
- e. Request to restrict processing of your Personal Data by us;

PLEASE NOTE, that the aforementioned rights are not absolute and may be subject to our own legitimate interests and regulatory requirement. You have the right to lodge a complaint with the concerned supervisory authority under the applicable law.

9.15 SUBSCRIBER'S OBLIGATION TO KEEP ACCESS RIGHTS

You agree to:

- a. Provide us with your true, accurate, current and complete information about yourself;
- b. Promptly update, maintain your information to keep it true, correct, accurate and complete;
- c. SureSmile will have the sole and absolute discretion to suspend and/terminate your account and/or refuse any services (or any portion thereof) in the event, we suspect or have the reasons to believe that the information so provided by you is false, inaccurate, untrue, belated, incomplete;
- d. You are solely responsible for security and confidentiality of your username and password and shall be solely responsible for any and all activities that occur under your account. In the event, it comes within our knowledge that you have provided access to any person or passed on security information, you shall do at your own and consequences and SureSmile shall not be liable for any damages and/or loss suffered by you.

10 WARRANTY

OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, SURESMILE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, WITH RESPECT TO THE SURESMILE SOFTWARE, SURESMILE SERVICES OR SURESMILE PRODUCTS, THE DOCUMENTATION, OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER OR OTHERWISE REGARDING THE AGREEMENT. WITHOUT LIMITING THE FOREGOING, THE SURESMILE PRODUCTS ARE SOLD "AS IS", AND SURESMILE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND THE PARTIES EXPRESSLY EXCLUDE ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND PRODUCT QUALITY.

11 LIMITATION OF LIABILITY

11.1 LIMITATION OF REMEDY

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR INDEMNIFICATION OR OTHERWISE, SHALL SURESMILE BE LIABLE TO CUSTOMER OR ANY PATIENT OF CUSTOMER FOR ANY, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, SPECULATIVE, LOSS OF GOODWILL, PUNITIVE DAMAGES OR DAMAGE OF ANY KIND ARISING OUT THE SALE, FUNCTIONING OR THE USE OF OR INABILITY TO USE ANY PRODUCT OR SOFTWARE, OR ANY PRODUCT PROVIDED AS A PART OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, DATA OR USE INCURRED BY CUSTOMER OR ANY THIRD PARTY, EVEN IF SURESMILE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SURESMILE SHALL HAVE NO LIABILITY TO CUSTOMER (EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS) OR TO ANY PATIENT OF CUSTOMER HEREUNDER, AND CUSTOMER AGREES TO HOLD HARMLESS AND INDEMNIFY SURESMILE FOR ANY SUCH CLAIMS.

11.2 FOREGOING LIMITATIONS OF LIABILITY

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if SureSmile was advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Website or any event beyond the control of SureSmile).

11.3 MAXIMUM LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SURESMILE'S LIABILITY FOR ANY COSTS, EXPENSES, OR DAMAGES TO CUSTOMER OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED FOR ANY CLAIM, THE AMOUNT ACTUALLY RECEIVED BY SURESMILE UNDER THE AGREEMENT FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR SUCH CLAIM

11.4 PROFESSIONAL RESPONSIBILITY

SureSmile does not practice dentistry, orthodontia or any other practice of medicine. Customer is solely responsible for the selection and use of SureSmile Products or SureSmile Software regardless of any input from SureSmile and regardless of the qualifications of the SureSmile employee assisting with the selection. The final medical/dental/orthodontic decision remains at all times with Customer. Notwithstanding anything to the contrary contained in the Agreement, the Parties agree and understand that SureSmile is merely providing the SureSmile Software and SureSmile Products and SureSmile Services for use by Customer and that Customer is fully responsible for all professional obligations and decisions related to all patients, including, without limitation, the responsibility to obtain informed consent, diagnose the patient's orthodontic needs and condition and to

determine, prescribe and administer the appropriate treatments required for the patient using Customer's professional judgment, skills and training.

11.5 ALLOCATION OF RISK

Customer is a sophisticated purchaser and acknowledges and agrees that the allocation of risks in the Agreement are reflected in the amounts due from Customer and other charges provided under the Agreement, that SureSmile cannot control the manner in which Customer uses the Software or SureSmile Products or Services, and that the allocation of risks under the Agreement are reasonable and appropriate under the circumstances

11.6 INDEMNITY

You agree to indemnify, defend, and hold SureSmile, and our respective affiliates, licensors, suppliers, and our respective directors, officers, employees, harmless from and against any and all claims, damages, losses, costs including attorney's fees, and other expenses that may arise directly or indirectly out of or from (a) your breach of these Terms; and/or (b) your activities in connection with the Website and/or Services which are in violation of the applicable Indian laws.

11.7 INSURANCE

At all times during the Term of this Agreement, Customer shall procure and maintain, at its sole cost and expense, Commercial General Liability with limits no less than INR 1,250,000 per occurrence and INR 2,500,000 in the aggregate, which policy will include contractual liability coverage insuring the activities of Customer under this Agreement. Customer shall also procure and maintain insurance coverage for privacy and cybersecurity liability (including costs arising from data destruction, hacking or intentional breaches; response and crisis management activity related to Data Security Incidents, and legal claims for Data Security Incidents, privacy violations and notification costs) of at least INR 1,250,000 per occurrence, and professional liability and errors and omissions insurance of at least INR 1,250,000 per occurrence. Customer shall provide a Certificate of Insurance to SureSmile for such coverages.

12 COMPLIANCE WITH LAWS

Customer shall comply with all applicable laws, statutes, ordinances, rules, regulations, orders, as maybe applicable from time to time.

13 INTELLECTUAL PROPERTY

All rights in Intellectual Property, the SureSmile Software or SureSmile Products (including all patents, trademarks, service marks, registered designs, utility models, design right, database rights, copyright, trade secrets) and other Confidential Information, know-how, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world in or relating to the SureSmile Products, Software, systems and Website, or items that SureSmile prepares or produces for Customer or patient or makes available to Customer, belong to SureSmile absolutely and exclusively. SureSmile expressly reserves all the intellectual property rights to the SureSmile Software and SureSmile Products,

including all copyrights, patents, operation and business secrets, know-how, trademarks and any other intellectual property rights. Customer shall inform SureSmile promptly if Customer becomes aware of any infringement of our trademarks or other Intellectual Property rights by any person.

14 MISCELLANEOUS

14.1 BINDING EFFECT

As of the Effective Date hereof, the Agreement will be binding upon and inure to the benefit of the Parties, their legal representatives, permitted transferees, successors, and assigns as permitted by the Agreement.

14.2 ASSIGNMENT

Customer may not assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of SureSmile, which consent shall not be **unreasonably** withheld or delayed; provided, that, upon prior written notice to SureSmile, Customer may assign the Agreement to an Affiliate of Customer or to a successor of all or substantially all of the assets of Customer through merger, reorganization, consolidation, or acquisition. No assignment shall relieve Customer of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.

14.3 NO WAIVER

No delay or failure in exercising any right under the Agreement and no partial or single exercise of such right will be deemed to constitute a waiver of such right or any other rights **hereunder**. No consent to a breach of any express or implied term of the Agreement will constitute consent to any prior or subsequent breach.

14.4 FORCE MAJEURE

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, pandemics (such as the Covid-19 pandemic) or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; or (g) other similar events beyond the control of the Party affected by the Force Majeure Event. The affected Party shall give notice to the other Party, stating the period of time the occurrence is expected to continue. The affected Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

14.5 GOVERNING LAW

The Agreement will be governed by, and construed in accordance with, the laws of India without regard to conflicts of law principles.

14.6 JURISDICTION AND VENUE; WAIVER OF JURY TRIAL

The Parties will make diligent efforts through negotiation to settle any disputes arising out of or related to the Agreement. The Parties hereby consent Indian laws and regulations and the jurisdiction shall of Delhi courts, and each Party agrees that any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder will be brought exclusively in the state of Delhi, India., and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties hereby waive any objections that jurisdiction or venue in such court is not proper and each irrevocably submits to the jurisdiction of those courts for matters that may be litigated under the Agreement.

14.7 REMEDIES

Each party acknowledges that a breach by a party of provisions related to Intellectual Property, Confidentiality and Data Privacy and Protection, may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. In addition, the Parties may apply to any court of competent jurisdiction to seek a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary.

14.8 RELATIONSHIP OF PARTIES

The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever

14.9 rAMENDMENTS; SEVERABILITY

These Terms may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.10 NOTICE

Any notice required or permitted to be given hereunder shall, except where specifically provided otherwise, be given in one of the following ways: (i) for notices to Customer, by e-mail to the e-mail address specified by the Customer towards SureSmile with regard to business communication, or (ii) for notices to either Party in writing by personal delivery, certified mail, or overnight delivery to the address set forth herein for such Party. The date upon which any given notice is received shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

A Party's e-mail or physical address for receipt of notice hereunder may be changed at any time upon notice to the other Party

14.11 VERIFICATION

SureSmile reserves the right to audit Customer's use of the Software and SureSmile Services no more than once per year, after reasonable notice and during normal business hours, to verify compliance with the terms of the Agreement

14.12 PARTIAL INVALIDITY

Should any provision of the Agreement be held to be void, invalid or inoperative, the remaining provisions of the Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

14.13 ENTIRE AGREEMENT

The Agreement, Terms and Conditions and any exhibits attached hereto constitute the entire Agreement between the Parties and supersede all prior or contemporaneous Agreements, representations and proposals, written or oral. In the event of any conflict among the Agreement, these Terms and Conditions, and the applicable order, or in the event no written or formal order is issued, these Terms and Conditions shall control unless otherwise expressly agreed to in writing by SureSmile and Customer. Customer's acceptance of SureSmile Products or SureSmile Software license shall be deemed Customer's assent to all Terms and Conditions even if no written or formal order is issued by Customer. For the avoidance of doubt, SureSmile shall not be bound by the provisions of other documents, including any terms and conditions set forth in the order or other purchase order, order confirmations, acceptance, or other instruments from Customer, unless signed by an officer of SureSmile.

14.14 CONTACT US

If you have any questions or concerns or grievances regarding these Terms, you can email us at india-suresmile@dentsplysirona.com or contact our Grievance officer at [•].