

Simplant®—Terms of service

Welcome to the Simplant Product Ordering System and its related products and service available through the Product Ordering System (collectively the "Service"). Your use of the Service is subject to these terms of service, which is a legal agreement between you and Dentsply Sirona Implants NV, a company incorporated under the laws of Belgium ("Dentsply Sirona Implants"), for the use of the Service. Please read the terms of service carefully before you start to use the Service. By checking of the "I accept the terms of service" checkbox, or by using the Service, you agree to be bound by these terms and conditions, and any other terms and conditions that are incorporated herein by reference. If you do not agree with these terms of service, do not check the terms of service checkbox and do not use the Service. In the event of any conflict between the English and other language versions of these terms of service, the English version shall prevail.

1. DESCRIPTION OF SERVICE

The Service provides you as a customer with the ability to place orders to Dentsply Sirona Implants online. Information is handled by a secure connection between your computer and the Dentsply Sirona Implants server.

Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new tools and resources, shall be subject to these terms of service. In order to use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. You also understand and agree that the Service may include certain communications from Dentsply Sirona Implants (e.g. service announcements, administrative messages) and that these communications are considered part of the Service. You agree not to access the Service by any means other than through the interfaces that are provided by Dentsply Sirona Implants for use in accessing the Service. Dentsply Sirona Implants will provide the Service in accordance with this agreement. Dentsply Sirona Implants may at its sole discretion modify the features of the Service from time to time without prior notice.

2. PROFESSIONAL USE ONLY

By using the Service you confirm that you are a professional surgeon or dentist who has medical qualifications required by applicable laws and regulations ("Authorized User") and that you take full legal and medical responsibility for your use of the Service. As an Authorized User you expressly warrant and represent that you are using the Service for authorized purposes only and in compliance with all applicable laws, including but not limited to applicable data privacy regulations, and subject to all terms and conditions contained in these terms of service.

3. INTELLECTUAL PROPERTY RIGHTS

The Service and its entire contents, features and functionality (including, but not limited to, all information, software, products, text, displays, images, video and audio, and the design, selection and arrangement thereof), is the exclusive property of Dentsply Sirona Implants, its affiliates, its licensors or other providers of such material, as applicable, and are protected by copyright, patent, trademark and other intellectual or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material in the Service. No right, title or interest in or to the Service or any content in the Service is transferred to you, and all rights not expressly granted are reserved by Dentsply Sirona Implants. Nothing contained in the Service should be construed as granting, by implication, estoppel or otherwise, any license or right to use any intellectual property displayed or contained in the Service without written permission from Dentsply Sirona Implants. Dentsply Sirona Implants does not waive any right to any Trademark or to any other intellectual property rights and nothing herein, including the absence of a Trademark in this Service shall be construed to the contrary. Any use of the Service not expressly permitted by these terms of service is a breach of these terms of service and may violate copyright, trademark and other laws.

The trademarks, logos, product and service marks, designs and slogans (collectively the "Trademarks") displayed in the Service are registered and unregistered Trademarks of Dentsply Sirona Implants and its affiliates or licensors or their respective owners. In order to improve readability, Dentsply Sirona Implants does not use "™" or "®" in the running text or on pictures and other images in this Service, either for its own Trademarks or for the Trademarks of third parties. By doing so, however, Dentsply Sirona Implants does not waive any rights to its Trademarks.

4. COMPLIANCE

4.1 PROHIBITED USES

You may use the Service only for lawful purposes and in accordance with these terms of service. You shall not use the Service in any manner that could impair, overburden, damage, or disable the Service, any server or network of Dentsply Sirona Implants or its affiliates.

4.2 EXPORT RESTRICTIONS

You are responsible to follow and obey all applicable local, state, federal and international laws in regard to the use, sale and possession of any item or service purchased through the Service and/or transmitting information through the Service. Accordingly, you agree that any products or services purchased through the Service will not be transferred, shipped or exported into any country, or to any individual, or used in any manner prohibited by all applicable export laws, restrictions or regulations.

4.3 PATIENT DATA

In order to deliver the Service, Dentsply Sirona Implants may need you to submit patient specific scans and other order specific details.

It is noted that Dentsply Sirona Implants is the controller of personal data, as defined in the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). This means, inter alia, that

- (i) Dentsply Sirona Implants shall be responsible to comply with subject access requests and to respond to any other rights requests, queries or complaints from data subjects. You agree to provide reasonable assistance as is necessary to enable Dentsply Sirona Implants to respond to subject access requests in a timely manner.

- (ii) Dentsply Sirona Implants shall ensure that personal data is retained in accordance with the GDPR and other applicable statutory retention periods and that personal data is not stored for longer than is necessary to carry out the purposes of this Agreement.
- (iii) Dentsply Sirona Implants shall implement appropriate technical and organisational security measures to protect personal data against unauthorised or unlawful processing and accidental loss, theft, use, disclosure, alteration, destruction and/or damages.

You agree to comply with all applicable privacy regulations and you hereby warrant to Dentsply Sirona Implants and agree that prior to any personal data, such as patient scans, is being shared with Dentsply Sirona Implants to notify the patient in accordance with applicable data protection law to allow Dentsply Sirona Implants or any of its affiliated companies or service providers to process this data as necessary to fulfil its obligations under the Service and as further set out in the applicable privacy policy. The notice shall include all relevant information that is required according to GDPR Article 13.

You further agree to seek valid consent from the patient in accordance with applicable legislation that you may transfer the personal data to Dentsply Sirona Implants, in order for Dentsply Sirona Implants to use the disclosed personal data for scientific research, research, product development and marketing purposes to the extent allowed by, and in accordance with, applicable data protection law and other applicable legislation. The Personal Data will be deidentified (pseudonymized) to the furthest extent possible. Such scientific research, research and product development would initially be focused on improving process, image and digital planning quality, optimize workflow and examination methods, scientifically deal with medical data, including the publication of scientific papers or to develop new device and software functions. All of the above serve to optimize the treatment of patients. It is noted that, in case valid consent from the patient has not been obtained, no scientific research, research and product development may be performed using personal data of such patient.

5. DISCLAIMER OF WARRANTIES

Your use of the Service is at your risk. Neither Dentsply Sirona Implants nor its affiliates is liable for any direct, incidental, consequential, indirect, special or punitive damages arising out of your access to, or use of, the Service or its related products. Dentsply Sirona Implants neither warrants nor represents that your use of the Service or its related products will not infringe rights of third parties not owned by or affiliated with Dentsply Sirona Implants. Without limiting the foregoing, the Service and its related products is provided to you "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

6. LIMITATION OF LIABILITY

You assume all risk and liability resulting from the use of the Service or its related products used separately or in combinations with other products. To the maximum extent permitted by applicable law, in no event will Dentsply Sirona Implants or its affiliates, suppliers or resellers be liable for any special,

incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damages) arising out of the use of or inability to use the Service, or the provision of or failure to provide technical or other support service, whether arising in tort (including negligence) contract or any other legal theory, even if Dentsply Sirona Implants, its affiliates, suppliers or resellers have been advised of the possibility of such damages. To the maximum extent permitted by applicable law, in any case, DENTSPLY Implant's, its affiliates', suppliers' and resellers' maximum cumulative liability and your exclusive remedy for any claims arising out of or related to these terms of service or the use of the Service or its related products, will be limited to the amount actually paid by you for the Service or its related products (if any) in the previous twelve (12) months.

7. INDEMNIFICATION

In addition to any other remedy available to Dentsply Sirona Implants, you shall defend, indemnify and hold harmless Dentsply Sirona Implants, its affiliates or licensors, and their respective officers, directors, partners, shareholders, employees and agents from and against any all damages, losses, deficiencies or liabilities resulting from, arising out of, or in connection with any breach of any term or condition in this Agreement by yourself, your agents or employees, wrongful or erroneous use of the Service or its related products, and/or the enforcement of Dentsply Sirona Implants rights under this Section.

8. NO MEDICAL ADVICE

The Service does not provide medical advice. A treatment plan or any other file created and delivered by Dentsply Sirona Implants, based on your input, is the result of image processing operations such as reformatting and cropping of original CT images and shall only be considered as part of the technical assistance and support to you and shall not in any way be considered as medical advice from Dentsply Sirona Implants in any form. You shall always refer to the original CT images for a full radiological assessment, such as evaluating presence of tumors or infections outside the implant placement region, and you shall carefully review and control the treatment plan or any other file or related product before using it. By using the treatment plan or any other file or related product, you automatically release Dentsply Sirona Implants from any and all liability in any way related to the use thereof. You hereby declare having adequate medical qualifications required by applicable laws and regulations, that you shall follow all applicable laws and take full legal and medical responsibility for the use of the treatment plan or any other file or related product.

9. CHANGES TO TERMS OF USE

Dentsply Sirona Implants may at any time in its sole discretion revise or update these terms of service by updating this posting. All changes are effective immediately when they are posted and apply to all access to and use of the Service thereafter. Your continued use of the Service following the posting of revised terms of service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Dentsply Sirona Implants reserves the right to revoke your access to the Service.

10. CHANGES TO THE SERVICE

Dentsply Sirona Implants reserves the right to withdraw or amend the Service, and any service or material it provides to this Service, in its sole discretion and without notice. Dentsply Sirona Implants will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, Dentsply Sirona Implants may, in its sole discretion, restrict access to some parts of the Service, or the entire Service, to users, including registered users.

11. ACCESSING THE SERVICE AND ACCOUNT SECURITY

You are responsible for: (a) making all arrangements necessary for you to have access to the Service; and (b) ensuring that all persons who access the Service through your Internet connection are aware of these terms of service and comply with them. To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide to the Service is correct, current and complete. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person or entity with access to this Service or portions of it using your user name, password or other security information. You agree to notify Dentsply Sirona Implants immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Dentsply Sirona Implants reserves the right to disable any user name, password or other identifier, whether chosen by you or provided to you, at any time, in its sole discretion.

12. EXTERNAL LINKS

Any links contained in the Service to other sites or resources provided by third parties are provided for your convenience only. Dentsply Sirona Implants has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

13. MISCELLANEOUS

All Dentsply Sirona Implants products and services in the Service are intended for purchase by a licensed physician only. Some products described or displayed in the Service may not be available or regulatory cleared, released or licensed for sale in all markets. For current availability and assortment please contact your local Dentsply Sirona Implants office. Product images in the Service may not necessarily be to scale.

14. TERMINATION

Dentsply Sirona Implants, or you, may terminate your access to the Service at any time, with or without cause or without prior notice. Upon such termination your right to access or use the Service will immediately terminate, and you will have no further access to any information, files or materials related to your account in the Service. Dentsply Sirona Implants is not liable whatsoever to you or any third party as a result of such a termination.

15. MISCELLANEOUS

15.1 CHOICE OF LAW AND FORUM

All matters relating to the Service and these terms of service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Belgium without giving effect to any choice or conflict of law provision or rule (whether of Belgium or any other jurisdiction). The parties shall attempt to settle any dispute, controversy or claim arising out of these terms of service through consultation and negotiation in good faith. In the event that a dispute, controversy or claim arising out of these terms of service cannot be resolved by such negotiations, the dispute controversy or claim shall be finally settled by arbitration in accordance with the arbitration rules of the Stockholm Chamber of Commerce.

15.2 WAIVER AND SEVERABILITY

No waiver by Dentsply Sirona Implants of any term or condition set forth in these terms of service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Dentsply Sirona Implants to assert a right or provision under these terms of service shall not constitute a waiver of such right or provision. If any provision of these terms of service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the terms of service will continue in full force and effect.

15.3 HEADINGS FOR REFERENCE ONLY

The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of these terms of service.

15.4 EQUITABLE RELIEF

You acknowledge that any use of the Service contrary to these terms of service, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to Dentsply Sirona Implants, its affiliates, suppliers and any other party authorized by Dentsply Sirona Implants to resell distribute or promote the Service, and under such circumstance Dentsply Sirona Implants, its affiliates, suppliers and resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

15.5 ENTIRE AGREEMENT

These terms of service constitute the sole and entire agreement between you and Dentsply Sirona Implants with respect to the Service and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Service.

www.dentsplysirona.com