



SOUTHERNIMPLANTS

P.O. Box 605
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DIGITAL DATA LICENSE AGREEMENT

DIGITAL DATA LICENSE AGREEMENT

Between

*Southern Implants (Pty) Ltd
1 Albert Road
Irene
South Africa
("SI")*

and

The Client, as defined below

SOUTHERN IMPLANTS (PTY) LTD IS WILLING TO LICENSE THE DIGITAL DATA ("DATA") TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL TERMS CONTAINED IN THIS DIGITAL DATA LICENSE AGREEMENT ("AGREEMENT"). PLEASE READ THE AGREEMENT CAREFULLY. BY DOWNLOADING, INSTALLING, OR USING THE DATA YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT UNINSTALL AND DELETE ANY DATA YOU HAVE. IF YOU ARE AGREEING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU HEREBY CERTIFY THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THESE TERMS.

1. Definitions

- 1.1. "Data" shall mean any and all data downloaded from the Southern Implants (Pty) Ltd website including STL files, user guides, software libraries, license access codes, other documents or any other forms of data provided on the Southern Implants (Pty) Ltd website or other digital storage devices and any upgrades or updates thereto including any supplementary material.
- 1.2. "Client" shall mean any legal entity including, but not limited to, private or public companies, individuals, trusts, partnerships. "Client" includes any entity that controls, is controlled by, or is under common control with "Client". For the purpose of this license control means ownership, directly or indirectly, of equity of the legal entity.
- 1.3. "SI" shall mean Southern Implant Pty(Ltd)'s legal predecessor or successor, subsidiaries or any of its licensor's, suppliers, directors, officers, agents, employees or affiliates of any of the foregoing.
- 1.4. "Custom" shall mean one-off items, designed and manufactured for a particular patient or a particular tooth..

2. Title and Ownership

The title, right and interest in the Data shall remain with SI or SI's affiliates, where applicable. Nothing in this Agreement shall be construed as conferring any license and/ or right in and to SI's or SI Affiliates Data or any intellectual property rights whatsoever, whether by implication or otherwise, other than the right to use the "Data" in the manner and to the extent contemplated and granted under this Agreement.



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3. License Grant

- 3.1. Subject to the terms and conditions of this Agreement, SI grants the Client a non-exclusive, non-transferable, restricted and chargeable license for the amount agreed upon to download, install and use the Data along with third party software to manufacture custom dental implant components for use in combination with components sold by SI.
- 3.2. For the avoidance of doubt, the Client may use the data to manufacture custom dental implant components for commercial purposes for use in combination of dental implant components manufactured and/or distributed by SI or SI's Affiliates.
- 3.3. The client is explicitly not permitted to:
 - 3.3.1. Use, reproduce or copy the Data in any way whatsoever not provided in this agreement.
 - 3.3.2. Reverse engineer, decompile, decrypt, disassemble, modify, adapt, extract or translate the Data in whole or in part.
 - 3.3.3. Export and/or market the Data in whole or in part sell, offer for sale, distribute, rent, lease, or it to any third party, without the explicit written permission of SI.
 - 3.3.4. Assign this Agreement or transfer the Data without the explicit written permission of SI or it's Affiliates.
- 3.4. The Data is provided for convenience in manufacturing dental implant components. It remains the Client's sole responsibility to verify that said dental implant components are suitable for their intended use. The Client shall indemnify and hold SI and SI's Affiliates harmless against any and all claims, costs, damages, and expenses, including legal fees, arising out of, directly or indirectly, any claim of product liability, personal injury or death associated with the use of the Data.

4. Disclaimer and Limitation of Warranty and Liability

- 4.1. The Client acknowledge that the Data is provided for convenience and is provided "as is, with all faults", without any maintenance, debugging, improvement or any other kind of support. SI or SI affiliates make no representations and extend no warranties, neither expressed or implied, including but not limited to implied warranties, conditions or other terms, of merchantability, satisfactory quality, non-infringement of third-party rights and fitness for a particular purpose.
- 4.2. SI or SI affiliates do not warrant that the use of the Data will be uninterrupted or error-free, or that defects in the software will be corrected. No oral or written information or advice given by SI or SI affiliates or any of their authorized representatives shall create a warranty.
- 4.3. In no event shall SI or SI affiliates be liable to the Client for any consequential, incidental, indirect or special damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business or scientific information or revenues arising out of the use of or inability to use the Data or accompanying materials, regardless of the basis of the claim (whether under contract, negligence or otherwise howsoever arising) and even if SI or SI affiliates have been advised or notified of the possibility of such damages.
- 4.4. SI or SI Affiliates total liability to the Client for damages for any cause whatsoever not excluded in this agreement howsoever caused will be limited to the Client's consideration paid for the Data that caused the damages.

5. Maintenance and Services

- 5.1. The Client agrees to provide reasonable feedback related to the performance and usability of the Data. Such feedback shall include the usability of the Data, bug reports, test results, problems or deficiencies encountered by the Client while using the Data, suggested solutions to such bugs, problems or deficiencies, and recommended action for modification of the Data. The Client agrees that all feedback, written or otherwise, provided by the Client to SI shall be considered the property of SI and may be used by SI for any purpose.
- 5.2. SI is under no obligation to maintain, debug, improve or provide any other kind of support for the Data, or to provide the Client with updates, bug fixes, error corrections (collectively "Software Updates"). If SI, at its sole option, provides Software Updates, the Software Updates will be considered part of the Software and



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subjected to the terms and conditions of this Agreement. The Client is entitled to any Software Updates released in the same calendar year as the original year in which the license was granted.

6. Miscellaneous

- 6.1. This Agreement constitutes the entire agreement between the parties with respect to the Data licensed under these terms, and supersedes all prior or contemporaneous agreement, arrangement and understanding regarding such subject matter. No amendment to or modification or extension of this Agreement will be binding unless in writing and signed by SI.