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RealGUIDE™ Software LICENSE AGREEMENT

Revision 10.0

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PLEASE READ THESE LICENSE TERMS CAREFULLY. BY SUBSCRIBING AND/OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. CERTAIN TERMS SHALL BE APPROVED SPECIFICALLY - READ THEM CAREFULLY. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, STOP USING THE SOFTWARE AND IMMEDIATELY DELETE IT FROM YOUR DEVICE.

This is a legal agreement between You and 3DIEMME Srl, a ZimVie Group Company, ("Licensor", "us" or "we") for the use of the Software. We license the use of the Software to You on the basis of this Agreement. We do not sell the Software to You. We remain the owners of the Software at all times.

1. DEFINITIONS

The following definitions apply:

- 1.1. "Agreement" means this End-User License Agreement.
- 1.2. "Distributor" means third party business entities that are authorized by Licensor to distribute the Software.
- 1.3. "License" means the license on the Software granted to You under this Agreement.
- 1.4. "Subscription" means any purchase of one or more Licenses from us or through our Distributors for defined time periods.
- 1.5. "Subscription Period" means the term of any Subscription, during which the License is valid.
- 1.6. "Software" means the **RealGUIDE™** computer program or iOS Application that is licensed to You hereunder, which may include one or more modules of RealGUIDE™, such as RealGUIDE™ Plan Module; RealGUIDE™ Viewer Module; RealGUIDE™ CAD Module; RealGUIDE™ GUIDE Module; RealGUIDE™ Full Suite; RealGUIDE™ Start Module; RealGUIDE™ Pro Module; RealGUIDE™ Design Module; RealGUIDE™ CAD+ Module; RealGUIDE™ APP; or other RealGUIDE™ modules and plugins.
- 1.7. "You" and "Your" refers to the person or legal entity which has acquired a License, as well as its principals and duly-authorized officers, employees, and agents.

2. GRANT AND SCOPE OF LICENSE

- 2.1. We license You to use the Software on a limited, non-exclusive and non-transferable basis, throughout the relevant Subscription Period, for Your personal or internal business purposes only, subject to the terms and conditions set forth herein.
- 2.2. We grant You the following rights provided that You agree with all terms and conditions of this Agreement:
 - (i) Installation and use: You may install the Software on a hard disk or other storage device. You may install and use a free trial demo version of the Software on a single computer when provided a single license by us.
 - (ii) Backup: You may make copies of the Software for archival or backup purposes only.

2.3. Users of the Apple Application

If You download and/or use our iPhone or iPad Application: You, the end-user of the Application, acknowledge that this Agreement is entered into by and between Licensor and You and not with Apple, Inc. (**Apple**), and Apple is not responsible for the Application and/or its content. Notwithstanding the foregoing, You acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of this Agreement and that Apple has the right (and is deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary thereof. You acknowledge that Apple has no obligation whatsoever to maintain or support the Application, or to provide any maintenance or support services related thereto.

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You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS>). This Agreement incorporates by reference the Licensed Application End User License Agreement (the **LAEULA**) published by Apple (located online at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of this Agreement, the Application is considered the Licensed Application as defined in the LAEULA and Licensor is considered the Application Provider as defined in the LAEULA. If any terms of this Agreement conflict with the terms of the LAEULA, the terms of this Agreement shall control. You further acknowledge and agree that in no event will Apple be responsible for any claims by You or any third party relating to the Application (including, without limitation, a third party claim that the Application (including your possession and use thereof) infringes that third party's intellectual property rights) or Your use or possession of the Application, including but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation. You acknowledge and agree that, to the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty (if any) will be Licensor's sole responsibility.

3. **FREE TRIAL PERIOD**

- 3.1. You are granted a revocable license to use free modules of the Software made available or otherwise distributed by us or our Distributors pursuant to the terms of this Agreement for a predetermined trial period, which may be extended or revoked at the sole discretion of us or our Distributors.
- 3.2. The use of any free modules of the Software beyond the free trial period or any extensions thereof, by any person, business, corporation, government agency or any other entity is strictly prohibited.

4. **RESTRICTIONS**

- 4.1. You acknowledge and agree that no one else, including, without limitation, Your affiliates and/or Your affiliate's customers shall acquire by virtue of this Agreement, the limited license rights granted to You herein, or by the performance by the parties of their respective obligations hereunder, any express or implied license rights in or to the Software. All right, title and interest in and to the Software, other than those rights expressly granted herein, shall remain in Licensor.
- 4.2. The use of versions or modules of the Software that are distributed for a license fee beyond the licensed time period by any person, business, corporation, government agency or other entity is strictly prohibited.
- 4.3. Except as expressly set out in this Agreement or as permitted by any local law, You may not directly or indirectly:
 - (i) Rent, lease, sub-license, loan, transmit or transfer the Software;
 - (ii) Use or reproduce the Software in any manner except as authorized by Licensor and permitted by applicable law including where it is necessary for the purpose of back-up or operational security under Claus 2.2. above;
 - (iii) Alter, remove or obscure any proprietary, trademark or copyright notice on or in the Software;
 - (iv) Publish the Software for others to copy or distribute the Software via the internet;
 - (v) Attempt to circumvent any free trial period(s) offered to the Software;
 - (vi) Modify, reverse engineer, decompile, disassemble, create derivative works or otherwise discover any process or technique inherent in the Software or any portion thereof, except as expressly permitted by any applicable law.


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5. ELIGIBILITY AND IMPORTANT NOTICES

- 5.1. The Software is certified as CE "class IIa" medical device under Regulation (EU) 2017/745 and therefore could be used for diagnostic purposes with the proper hardware and resolution settings. Due to different local regulations, use of uncontrolled hardware, and uncontrolled source image quality, we do not guarantee the diagnostic quality of the images.
- 5.2. **THE SOFTWARE MUST BE USED BY TRAINED PROFESSIONALS ONLY, WHO ACCEPT THE FULL RESPONSIBILITY OF THEIR OWN DIAGNOSTIC JUDGMENT.**
- 5.3. The Software does not perform any automatic diagnosis nor the Software can substitute the interpretation of a specialized dentist, physician, or clinician.
- 5.4. Under no circumstances we or our Distributors are responsible for errors in patient treatment nor in any damage caused by inaccurate or incorrect interpretation of images.
- 5.5. **THE SOFTWARE IS NOT DESIGNED FOR MEDICAL EMERGENCIES. DO NOT USE THIS SOFTWARE FOR ADVERSE EVENT REPORTING. IF YOU ARE A DENTIST, CLINICIAN, OR PHYSICIAN, FOLLOW THE REGULATIONS REQUIRED BY YOUR COUNTRY'S REGULATIONS WITH RESPECT TO ADVERSE EVENT REPORTING.**
- 5.6. We disavow and disclaims all content that You input into and/or extract from the Software. You are solely responsible for the files You input into and extract from the Software. We do not assume any liability for any of the content that You input into or extract from the Software, including, without limitation, any restoration designs. Such content is the sole responsibility of those users who input or extract that content. Without limiting the generality of the foregoing, We assumes no liability for quality of the content available on its Software, or that it is accurate, or up to date, nor for consequential damages caused by the content.
- 5.7. You agree to indemnify, defend, and hold harmless us, our Distributors, our subsidiaries, and each of our and their respective shareholders, members, managers, directors, officers, employees, personnel, agents, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, allegations, demands, actions, causes of action, lawsuits, investigations and proceedings (including any and all liability, damages, costs, expenses (including reasonable attorneys' fees), settlements, fines, penalties and losses of any kind or nature whatsoever resulting from any of the foregoing) arising out of or in connection with: (a) Your violation of this Agreement; (b) Your use of the Software; or (c) Your violation of applicable law. This indemnification obligation will continue even if you stop using the Software and/or this Agreement terminates.
- 5.8. We reserve the right to suspend access to the Software due to (i) planned downtime of which we shall give reasonable notice; (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, pandemic, civil unrest, act of terror, strike or other major labor problem, internet service provider failure or delay, virus or cyber-attack; and (iii) any use of the Software by You that in our judgment threatens the security, integrity or availability of the Software. In such case, we will use commercially reasonable efforts under the circumstances to provide You with reasonable notice and an opportunity to remedy such violation or threat prior to any such suspension.

6. LIMITED WARRANTY

- 6.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, WE AND OUR DISTRIBUTORS FURTHER DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF

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MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH THE CUSTOMER.

7. LIMITATION OF LIABILITY

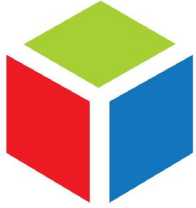
- 7.1. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, SAVE FOR GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL WE OR OUR DISTRIBUTORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF WE OR OUR DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**
- 7.2. IN NO EVENT WILL THE LIABILITY OF LICENSOR OR ANY OF ITS AFFILIATES, REGARDLESS OF THE CAUSE OR FORM OF THE ACTION, EXCEED THE PRICE PAID FOR THE PRODUCT.**

8. TERM AND TERMINATION

- 8.1. The License will be valid throughout the Subscription Period. We will notify You for the renewal of your Subscription before the expiration of the Subscription Period. In case the Subscription will not be renewed, the License will terminate. The termination of any associated purchase shall not affect the validity of this Agreement.
- 8.2. We may suspend or terminate your access to the Software for convenience with 30 days' advance notice, or immediately if we have reasonable grounds for believing that You are in violation of any material provision of this Agreement.
- 8.3. Your rights under this Agreement will terminate automatically if You attempt to circumvent any technical protection measures used in connection with the Software.

9. OTHER IMPORTANT TERMS

- 9.1. Our exercise of, or failure to exercise, any right, remedy, or privilege under this Agreement will not constitute a waiver of any our rights under this Agreement.
- 9.2. Any data that can be used to identify or relates to an identifiable person will be used, disclosed, transferred, and otherwise handled in accordance with the 3diemme privacy notice and any relevant privacy and data security agreement between the user and 3diemme. The Parties shall enter into a Data Processing Agreement ("DPA") that governs the processing of personally identifiable information—including patient or other health-related information—in the Software. Subject to the DPA, You agree to obtain any and all individual consent required by applicable law for the processing of personally identifiable information in the Software.
- 9.3. If You convey, send, communicate, provide or otherwise make available any ideas, feedback, comments, or suggestions ("**Feedback**") relating to the Software, 3DIEMME or its business, then You hereby grant us a royalty-free, fully-paid up, worldwide, transferable, sublicensable, irrevocable license to use such Feedback for any or no reason. You understand and agree that we are permitted to utilize such Feedback without compensating You.
- 9.4. We may update the Software and/or this Agreement from time to time. In such a case, we will take appropriate measures to inform You, in accordance with the significance of the changes performed. By continuing to use the Software after updates become effective, You agree to be bound by the

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updated Agreement.

9.5. If any provision, or part thereof, of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision, or the affected part thereof, shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of this Agreement as possible. Any unaffected provision of this Agreement shall remain in full force and effect.

10. CLOUD SERVICES

10.1. The Software relies on AWS services for online data storage, exchange and security. The relevant information about the AWS data and security management can be found at the following link: <https://aws.amazon.com/documentation/>.

10.2. **IT IS YOUR SOLE RESPONSIBILITY TO CREATE LOCAL BACKUP COPIES OF ANY INFORMATION OR DATA INSERTED INTO THE PLATFORM. UNDER NO CIRCUMSTANCES WE OR OUR DISTRIBUTORS WILL BE RESPONSIBLE FOR MAINTAINING COPIES OR RECORDS FOR YOU.**


11. DATA PROTECTION

11.1. You undertake to comply with the General Data Protection Regulation (“GDPR”) and, as the case may be, with applicable local data protection laws and declare that the use of the Software by yourself will in no event entail the breach by Licensor of the GDPR or other applicable data protection laws.

11.2. The use of the Software will entail Licensor having access to and processing personal data, as a processor, of which You are controller. Such personal data may refer to Your patients and Users and include the following categories of data (“**Personal Data**”) during the term hereof and in the context of the use of the Software:

- (i) For Patients: Health and medical information of patients, including the patient’s first name, last name, email address, telephone number, age or date of birth, radiology, information relevant to the surgery or treatment and other information received from the Patient’s health care provider, date of surgery, and any special, sizing information about the jaw (for precise placement); gender; height; weight; pictures, images; patient reported outcome measures; communications regarding treatment; name and contact details of the health care professional; and name and contact details of the clinic or surgery center where the surgery will be performed.
- (ii) For Users: Business contact details, including employer name, clinic name, medical practice name, business address, address of invoicing if different, telephone number, fax number, e-mail, and the names of individuals to contact at the organization, as well as their job titles, telephone numbers, emails, business addresses and fax numbers; and registration and use details, including user registration details such as name, medical specialty, registration date, user name, authentication details, subordinate user information (relating to any personnel who register to use the service or system); information relating to the use of the service or system by the registered Users (including, for example, authentication of Users upon log-on, audit trail information, confirmation of uploads of Patient Personal Data); communications with patients; and patients associated with Users or their care team and treatment provided to those Patients.


11.3. With regard to Personal Data, You undertake to (i) comply with Your obligations under the GDPR or

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applicable local data protection laws (as set out in 11.1 above) among others, that Your disclosure of Personal Data to Licensor is limited to what is necessary in relation to the purposes for which it is Processed and to appropriately inform Patients (and where necessary, obtain consent from Patients) and Users about the transfer and Processing of their Personal Data; (ii) where required, carry out the due data protection impact assessments and consultations to the competent authorities; (iii) monitor the collection, use, disclosure and/or processing of Personal Data, including carrying out inspections and audits, as deemed appropriate; and (iv) provide Licensor with the due Personal Data required for the operation of the Software.

11.4. With regard to the Personal Data, Licensor will:

- (i) Collect, use, disclose or process Personal Data only to the extent necessary in the context of its activities and duties hereunder and in accordance with Your documented instructions and terms hereof, including with regard to transfers of Personal Data to a third country, unless required by Union or Member State laws. In such a case, Licensor will inform You of that legal requirement before processing Personal Data; unless prohibited by law on important grounds of public interest.
- (ii) Ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (iii) Implement and maintain appropriate technical and organizational measures to protect Personal Data and to ensure a level of security appropriate to the risk in accordance with the GDPR or applicable local data protection laws. Including: (a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- (iv) Taking into account the nature of the collection, use, disclosure or processing, assist You by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Your obligation to respond to requests for exercising the data subject's rights (such as rights of access, rectification, objection, erasure, restriction of processing and portability (or equivalent rights as set out in applicable local data protection laws)).
- (v) Provide You with the necessary and reasonable cooperation and assistance in relation to (i) the implementation of due security measures; (ii) the notification of personal data breaches to both the competent data protection authorities and affected data subjects (where applicable); and (iii) any data protection impact assessment or regulatory consultation (where applicable) You may require to carry out.
- (vi) Upon termination hereof and at Your choice, return all Personal Data and any copies thereof, or securely destroy them, unless an applicable law prevents the Licensor from returning or destroying all or part of Personal Data.
- (vii) Make available to You all information necessary to demonstrate compliance with the obligations laid down in this Clause and allow for and contribute to audits and inspections, conducted by You or another auditor mandated by You.
- (viii) Notify to You (i) any personal data breach as soon as possible and, in all events, within 72 hours (or as required under applicable local data protection law); and (ii) any instruction which in the Licensor's opinion infringes applicable laws.

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- 11.5. You grant the Licensor a general authorization to engage subprocessors. Licensor will enter into the due written data processing agreements with these subprocessors to impose the same obligations as the ones imposed on the Licensor in this clause *mutatis mutandis*. Licensor will inform You of any intended changes concerning the addition or replacement of other subprocessors. If You do not object within 10 natural days, the Licensor will understand that You accept the new subprocessor. In particular, You expressly authorize the Licensor to engage Amazon as a subprocessor as indicated in clause 10 above.
- 11.6. Notwithstanding anything contained herein, You may ask the Licensor to modify and erase and/or destroy Personal Data of any person stored in Licensor's server in accordance with Licensor's privacy policy process (see How to exercise your rights section).
- 11.7. To the extent You are a natural person (either acting on your own behalf or on behalf of the legal person contracting the Software), Licensor will process Your personal data (mainly contact data), as a controller, in order to manage, control and execute the contractual relationship hereunder as well as to comply with applicable laws. This processing is necessary for such purposes (i) to the extent you act on your own behalf, for the performance of the agreement; or (ii) to the extent you act on behalf of a legal entity, on the basis of the Licensor's legitimate basis in duly executing this Agreement (after carrying out a balancing test and insofar they are not overridden by Your rights and interests); and, in both cases, and where appropriate, for fulfilling its legal obligations (commercial laws, tax laws, etc.). The Licensor will not share nor transfer Your personal data with third parties and will only keep such personal data for the duration of the Agreement or as long as legally required and, after that, for the duration required to protect itself against potential legal and contractual actions according to the statute of limitations set for such actions under the applicable laws. You may exercise your rights of access, rectification, erasure, objection, restriction of processing and data portability (or equivalent rights as set out in applicable local data protection laws), by contacting the Licensor at *Privacy Notice (zimvie.com)*. You may also address the pertinent supervisory authority and claim or query on data protection matters or contact the Licensor's Data Protection Officer at *privacy.emea@zimvie.com*, or for Germany, *dpo.germany@zimvie.com*.
- 12. APPLICABLE LAW AND EXCLUSIVE JURISDICTION**
- 12.1. This Agreement, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Italian law, without regard to conflict of law principles, and shall not be governed by or otherwise subject to the United Nations Convention for the International Sale of Goods.
- 12.2. Any civil suit or proceeding relating to this Agreement shall be brought only in Italy, to the exclusive jurisdiction of the Court of Milan, and each of the Parties consent to the personal jurisdiction and venue of such courts. Judgment upon any award made in such proceeding may be entered and enforced in any court of competent jurisdiction.
- 13. SPECIFIC APPROVAL OF CERTAIN TERMS OF THIS AGREEMENT**
- 13.1. PURSUANT TO ARTICLE 1341 OF THE ITALIAN CIVIL CODE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THE FOLLOWING ARTICLES OF THIS AGREEMENT: 5 (ELIGIBILITY AND IMPORTANT NOTICES), 6 (LIMITED WARRANTY), 7 (LIMITATION OF LIABILITY), 8 (TERM AND TERMINATION) 9 (OTHER IMPORTANT TERMS), AND 12 (APPLICABLE LAW AND EXCLUSIVE JURISDICTION)