

# SERVICES AND BUSINESS ASSOCIATE AGREEMENT

This Services and Business Associate Agreement (this “Agreement”) is by and between Straumann USA, LLC, a Delaware limited liability company (“Straumann”) and the undersigned party (“User”). BY CLICKING “I AGREE,” OR BY OTHERWISE SIGNING-UP OR FOR AN ACCOUNT, OR BY ACCESSING OR USING THE SERVICES (DEFINED BELOW), USER IS ENTERING INTO THIS AGREEMENT AND USER AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS AND AGREES TO CONDUCT THIS TRANSACTION ELECTRONICALLY. User should read this Agreement carefully, and should not sign-up for an account or use the Services if User is unwilling or unable to be bound by this Agreement. This Agreement is effective and binding upon both User and Straumann upon its execution by User.

1. **DEFINITIONS.** For the purposes of this Agreement, the terms set forth in this **Section 1** have the meanings assigned to them below. Terms not defined below or in the body of this Agreement (whether or not capitalized) have the definitions given to them in HIPAA and PIPEDA.

“**Access Credentials**” means the unique login credentials used to verify an individual’s identity and authorization to access and use the Services.

“**Administrative Rights**” means the rights to administer and direct the use of Provider’s account.

“**Authorized Workforce**” means each individual in User’s Workforce who is authorized to use and access the Services on User’s behalf.

“**Consent**” means authorization by a user allowing Straumann to take actions described under this Agreement, which consent may be given in an electronic communication to Straumann or by use of the features of the Services (including to “refer”, “share”, “transmit”, “authorize,” “opt in,” “agree,” or toggling or selecting an action through a settings or activation page located within the Services, and similar words and actions). Such Consent may apply to an individual situation, globally or programmatically (including through a settings or preference page, a global “opt in” or otherwise).

“**De-Identified Health Information**” means Protected Health Information that has been de-identified in accordance with the provisions of the Privacy Rule and Personal Information Protection and Electronic Documents Act (PIPEDA).

“**De-Identified Information**” means De-Identified Health Information and De-Identified Personal Information.

“**De-Identified Personal Information**” means Personal Information from which all identifiers that could, or could reasonably be anticipated to, identify an individual have been removed.

“**De-Identify**” means (a) with respect to Personal Information, to make such information into De-Identified Personal Information, and (b) with respect to Protected Health Information, means to make such information into De-Identified Health Information.

“**Disabling Device**” means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by Straumann or its agent to disable access to the Services.

“**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby, or (b) prevent User or any other user of the Services from accessing or using the Services or Straumann Systems as intended by this Agreement. Harmful Code does not include any Straumann Disabling Device.

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, including those amendments made by the Health Information Technology for Economic and Clinical Health Act of 2009, and all regulations promulgated pursuant to either of the foregoing.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Losses**” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Permitted Use**” means any use of the Services by User and its Authorized Workforce as provided herein related to the provision of health care services.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“**Personal Information**” means information such as an individual’s name, contact information, government identifiers, or other identifiers that could reasonably be anticipated to identify an individual personally.

“**PIPEDA**” Canada’s federal law, the Personal Information Protection and Electronic Documents Act.

“**Policies and Procedures**” means Straumann’s then-current rules, regulations, policies, and procedures for access to and use of the Services, as posted electronically at <https://Straumanndigitalsolutions.com/> and incorporated herein by this reference, as changed from time to time by Straumann in its sole discretion and without notice.

“**Privacy Laws**” means all local, state and federal laws and regulations, including HIPAA and PIPEDA, governing the privacy, security, and use of patients’ Protected Health Information.

“**Privacy Rule**” means the Standards for Privacy of Individually Identifiable Health Information, promulgated pursuant to HIPAA and PIPEDA.

“**Process**” means to take any action or perform any operation or set of operations that the Service Software is capable of taking or performing on any data, information or other content. “Processing” and “Processed” have correlative meanings.

“**Provider**” has the same meaning as “health care provider” given in 45 CFR Section 160.103 and refers to the particular Health Care Provider for which the Services are being used and of which User is a member of its Authorized Workforce.

“**Representatives**” means, with respect to a party, that party’s employees, officers, directors, agents, independent contractors, and legal and financial advisors. User’s Representatives includes its Authorized Workforce.

“**Security Rule**” means the Security Standards Specifications for the Protection of Electronic PHI, promulgated pursuant to HIPAA and PIPEDA.

“**Service Software**” means the software being provided to the User pursuant to this Agreement.

“**Services**” means the Service Software and other services provided by Straumann to User, including training services and support services.

“**Share**” means the feature of the Service Software through which Straumann makes User Information available to other users of the Services, which may include other Health Care Providers, and their owners/principals, employees, and independent contractors, with User’s Consent, or makes Protected Health Information and other information of other users of the Services available to Straumann with such other user’s Consent.

“**Straumann Materials**” means the Service Software, related documentation, and Straumann Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Straumann or any of its service providers in connection with the Services or otherwise comprise or relate to the Services or Straumann Systems. For the avoidance of doubt, Straumann Materials include any information, data, or other content derived from Straumann’s monitoring or review of User’s access to or use of the Services and any technical support information related to User’s access to or use of the Services, but do not include User Information that has not been De-identified.

“**Straumann Personnel**” means all individuals involved in the performance of Services as employees, agents, or independent contractors of Straumann.

“**Straumann Systems**” means the information technology infrastructure used by or on behalf of Straumann in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Straumann or through the use of third-party services.

“**Territory**” means the United States and Canada.

“**Third-Party Materials**” means any services, materials, and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Straumann or that are provided by third parties.

“**User**” means a natural person who has been authorized, pursuant to this Agreement, to access the Services. A “user” shall mean any user of the Services.

“**User Health Information**” means Protected Health Information that User or its Workforce input or upload onto the Service Software or that is otherwise created or received by Straumann through the Services from or on behalf of Provider of Record or its Workforce.

“**User Information**” means information that User or its Workforce input or upload onto the Service Software, and includes (i) any User Health Information, and (ii) any User Personal Information.

“**User Personal Information**” means Personal Information that User or its Workforce enter or upload onto the Service Software.

“**User Systems**” means User’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by User or through the use of third-party services.

“**Workforce**” means the owner/principal, employees, and independent contractors of Provider.

## 2. **SERVICES.**

- **Access and Use.** Subject to compliance by User with the terms of this Agreement, Straumann shall use commercially reasonable efforts to provide User and its Authorized Workforce access to and use of the Services in accordance with the terms and conditions hereof, 24 hours per day, seven (7) days per week every day of the year during the Term, except that the Services may be limited or suspended by Straumann without liability in the following circumstances: (a) emergency maintenance; (b) scheduled downtime; (c) service downtime or degradation due to a Force Majeure Event; (d) any other circumstances beyond Straumann’s reasonable control, including any of the foregoing related to third-party services that are part of the Services and User’s or its Authorized Workforce member’s use of Third Party Materials, misuse of the Services, or use of the Services other than in compliance with the express terms of this Agreement; and (e) any suspension or termination of User’s or any Authorized Workforce member’s access to or use of the Services as permitted by this Agreement.
- **Service and System Control.** Except as otherwise expressly provided in this Agreement, as between the parties: Straumann has and will retain sole control over the operation, provision, maintenance, and management of the Services and Straumann Materials, including the: (a) Straumann Systems; (b) selection, deployment, modification, and replacement of the Service Software; and (c) performance of Services maintenance, upgrades, corrections, repairs, and Updates; and User has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the User Systems, and sole responsibility for all access to and use of the Services and Straumann Materials by any Person by or through the User Systems or any other means controlled by User or any member of the Authorized Workforce, including any: (x) information, instructions, or materials provided by any of them to the Services or Straumann; (y) results obtained from any use of the Services or Straumann Materials; and (z) conclusions, decisions, or actions based on such use. User Systems will comply with the specifications established from time to time by Straumann. User will ensure that User Systems are compatible with the Services. If Straumann notifies User that the User Systems are incompatible with the Services, User will eliminate the incompatibility, and Straumann may suspend Services to User until User does so.
- **Changes; Updates.** Straumann reserves the right, in its sole discretion and without notice, to make any changes to the Services and Straumann Materials that it deems necessary or useful. Straumann may from time to time and in its sole discretion correct errors in the Service Software or upgrade or enhance the Service Software (“**Updates**”), and all such Updates included by Straumann in the Service Software shall be deemed Service Software.
- **Update to Terms.** User acknowledges and agrees that Straumann, in its sole discretion, may modify, amend, or update the terms of this Agreement from time to time and without notice, and that any such changes will be effective as soon as posted online at [straumann.us/loop](http://straumann.us/loop). User understands and agrees that User’s continued use of the Services after this Agreement has been updated or changed constitutes User’s acceptance of the revised Agreement.
- **Suspension or Termination of Services.** Straumann may, directly or indirectly, and by use of a Disabling Device or any other lawful means, suspend, terminate or otherwise deny User’s, any Authorized Workforce member’s or any other Person’s access to or use of all or any part of the Services or Straumann Materials, without incurring any resulting obligation or liability, if: (a) Straumann receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Straumann to do so; (b) Straumann believes, in its sole discretion, that: (i) User or any Authorized Workforce member has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any requirement of the Policies and Procedures; (ii) User or any Authorized Workforce member is, has been, or is likely to be involved in any fraudulent, misleading or

unlawful activities; (iii) access to or use of the Services by User or any Authorized Workforce member may jeopardize the Services or the confidentiality, privacy, security, integrity, or availability of information within the Services; or (iv) any Person is or may be making unauthorized use of the Services with any Access Credentials assigned to User or an Authorized Workforce member; or (c) pending User's cure of any breach of this Agreement or this Agreement expires or is terminated. This **Section 5** does not limit any of Straumann's other rights or remedies, whether at law, in equity or under this Agreement.

### 3. **AUTHORIZATION AND USER RESTRICTIONS.**

- **Authorization.** Conditioned on User's full compliance with the terms of this Agreement, Straumann hereby grants a non-exclusive, non-transferable, and non-sublicensable license to User to access and use the Services and such Straumann Materials as Straumann may supply or make available to User solely for the Permitted Use by and through Authorized Workforce members using valid Access Credentials, during the Term and in the Territory, in accordance with the terms of this Agreement. User acquires no ownership rights in any Access Credentials and such Access Credentials may be revoked, reset, or changed at any time in Straumann's discretion or by the Provider of Record.
- **Provider of Record.** Straumann offers the Services to Providers and to natural persons who are members of the Authorized Workforce of Providers. All users who sign up for an account on behalf of a Provider must furnish, among other identifying and contact information requested by Straumann, that Provider's full legal name and fictitious business name as part of the sign-up process. Straumann treats the Provider in whose name the account is established as the owner of all User accounts associated with such Provider (the "**Provider of Record**"). The Provider of Record is a party to this Agreement and shall be subject to all of the provisions that are applicable to the person addressed as User in this Agreement. Although a member of a Provider of Record's Authorized Workforce may have signed-up for an account or electronically entered into this Agreement, or may continue to administer Administrative Rights on the Provider of Record's behalf, only the Provider of Record is entitled to any of the rights, remedies, or benefits under this Agreement and control over the Administrative Rights. The Provider of Record is likewise subject to, and Straumann may enforce against it, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, waivers, and releases included in this Agreement. The Provider of Record may delegate Administrative Rights to one or more members of the Provider of Record's Authorized Workforce, but the Provider of Record remains responsible for all activity occurring thereunder. The Provider of Record is responsible for the compliance of its Authorized Workforce with the terms of this Agreement and any acts or omissions of its Authorized Workforce, including any actions taken with respect to any User Information.
- **Authorized Representative.** An authorized representative of a Provider may obtain an account on behalf of such Provider, and may have Administrative Rights on the account. The individual authorized to act on behalf of a Provider is the "**Authorized Representative(s)**" of such Provider. The Provider and Authorized Representative may be the same person. If User is establishing an account or taking any action with respect to a Provider's account, User represents and warrants that: (a) User has the authority to act on such Provider's behalf as a member of Provider's Authorized Workforce, (b) the information User submits is complete and accurate, and (c) User has the authority to enter into this Agreement on behalf of such Provider and bind such Provider to the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, grants, waivers and releases contained in this Agreement. If User is an Authorized Representative, User recognizes that User has no personal rights with respect to such Provider's account, and that such Provider may change the Authorized Representative at any time, for any or no reason, with or without notice.
- **Authorized Workforce.** If User is a member of Provider's Authorized Workforce, and such Provider has authorized User to access the Services on its behalf by authorizing an Access Credential for User, then User is authorized under this Agreement to access the Services solely on behalf and at the direction of such Provider and subject to **Section 3.1**. As such, User may sign in and use the functionality of the Services solely on behalf and at the direction of such Provider. User consents to and authorizes the disclosure to such Provider of any content related to, or otherwise generated by User's use of the Services, including secure messages. User hereby agrees and acknowledges that User is subject to, and Straumann may enforce against User, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations and warranties set forth in this Agreement that are applicable to User in this Agreement, and User hereby grants and makes all rights, waivers and releases set forth in this Agreement that are granted and made by the User in this Agreement, but User is entitled to none of, and hereby waives and agrees not to exercise or assert any of, the rights, remedies or benefits under this Agreement other than the limited, non-exclusive, non-transferable, personal right under this **Section 3.4** to sign in and use the functionality of the Services solely on behalf and direction of such Provider. Notwithstanding the applicable provisions at **Section 10**, User acknowledges that User's access to the Services may be terminated by the Provider or Straumann at any time, for any reason or no reason at all, with or without notice. By (a) accessing any of the Services under a

Provider's account(s), or (b) contacting Straumann by any means and requesting or directing Straumann to take any action with respect to any Provider's account(s) or data held by such account(s), or (c) asserting any right or authority with respect to such account(s) or data, User represents and warrants that User has the authority to act on such Provider's behalf and that User is not using the Services, or otherwise engaging in the activities described in clauses (a) through (c) above, for the benefit or at the direction, of any person or entity other than such Provider, including User.

- Limitations and Restrictions. User shall not, and shall not permit any other Person to, access or use the Services or Straumann Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, User shall not, and shall not permit any other Person to, except as this Agreement expressly permits:
  - copy, modify or create derivative works or improvements of the Services or Straumann Materials or integrate the Services with services not provided by Straumann;
  - rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Straumann Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
  - reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Straumann Materials, in whole or in part;
  - bypass or breach any security device or protection used by the Services or Straumann Materials (including those used to safeguard the confidentiality, integrity or accessibility of any information stored or to restrict access solely to the class of persons expressly authorized) or access or use the Services or Straumann Materials other than as a member of User's Authorized Workforce through the use of his or her own then valid Access Credentials;
  - input, upload, transmit or otherwise provide to or through the Services or Straumann Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code;
  - damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, Straumann Systems or Straumann's provision of services to any third party, in whole or in part, or alter or destroy any information housed in the Services;
  - remove, delete, alter or obscure any trademarks, documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Straumann Materials, including any copy thereof;
  - access or use the Services or Straumann Materials in any manner or for any purpose (including uploading, reproducing, distributing, or publishing information or content on or through the Services), including through Network Communications or Messaging, that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other user of the Services), or that violates any applicable laws and regulations, including the Privacy Laws;
  - use the Services, including through Network Communication or Messaging, to transmit illegal, obscene, threatening, libelous, defamatory, harassing, or offensive messages or otherwise unlawful material;
  - access or use the Services or Straumann Materials for purposes of competitive analysis of the Services or Straumann Materials, the development, provision or use of a competing software service or product or any other purpose that is to the Straumann's detriment or commercial disadvantage;
  - access the Services through other than a commercial browser or use the Services in any manner that violates Straumann's Policies and Procedures; or
  - otherwise access or use the Services or Straumann Materials beyond the scope of the license granted under this **Section 3**.
- Third Party Materials. The Services may include certain Third Party Materials. Such Third Party Materials may require that User enter into separate agreements with third parties. Regardless of whether User is required to enter into a separate agreement for such Third Party Materials, User will comply with and, upon request, execute, any terms and conditions, agreements, or acknowledgments that may be required for the use of such Third Party Materials, where such Third Party Materials are included in the Services or made accessible to User through the Services. Additionally, User's use of the Services or of such Third Party Materials will constitute User's agreement to be bound by the terms of all licensing, subscription, and similar agreements relating to such use of such Third Party Materials. User acknowledges and agrees that User Information and other information contained in the Service Software may be uploaded to and stored using third-party cloud service providers. Warranties for any Third Party Materials are provided solely by such third-party providers. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY

REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN USER AND THE THIRD-PARTY PROVIDER OF THE THIRD-PARTY MATERIALS.

4. **USER OBLIGATIONS.**

- **User Systems and Cooperation.** User shall at all times during the Term: (a) set up, maintain and operate in good repair all User Systems on or through which the Services are accessed or used; (b) provide Straumann Personnel with such access to User's premises and User Systems as is necessary for Straumann to perform the Services; and (c) provide all cooperation and assistance as Straumann may reasonably request to enable Straumann to exercise its rights and perform its obligations under and in connection with this Agreement.
- **Effect of User Failure or Delay.** Straumann is not responsible or liable for any delay or failure of performance caused in whole or in part by User's delay in performing, or failure to perform, any of its obligations under this Agreement.
- **Corrective Action and Notice.** If User becomes aware of any actual or threatened activity prohibited by **Section 5**, User shall, and shall cause its Authorized Workforce to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Straumann Materials); and (b) notify Straumann of any such actual or threatened activity.

5.

- **Provider Listing.** To support certain features of the Services including but not limited to the Share feature, Straumann may include User's Listing Information in Straumann's "Provider Listings," which may be included in the Service Software for users to access. User agrees that User's Listing Information may be included in the Provider Listings. Provider Listings may include a feature that allows users to contact other users directly through the Services. A User's "Listing Information" may include the User's name and the names of health care professionals associated with such User, associated specialties, User's business telephone number(s) and physical address(es), and National Provider Identifiers (or NPI), in such form as User has input such information into the Services.
- **By Straumann.** User acknowledges and agrees that Straumann may present to User, through the Services (including via emails, displays, or advertisements) or through the use of User Information, certain information and advertisements, including services and products offered by third parties. Although Straumann may receive remuneration from the providers of third-party products and services, Straumann does not recommend or endorse any such third-party products and services and, further, User is responsible for evaluating any such third-party products and services. Straumann is not responsible for the quality or efficacy of any third-party products and services and Straumann has no responsibility for the information, goods, or services offered or provided by the providers of such third-party products and services. User's use of such third-party products and services and the materials, information, goods, and services offered by them is entirely at User's own risk, and is subject to the terms of use of such third parties, if any.
- **By User.** User acknowledges and agrees that certain users of the Services may have the ability, through the Services, to share certain information targeted to such user's network of other users ("**Network Communications**") and that users of the Services may have the ability to communicate with each other through a messaging feature ("**Messaging**"). Network Communications shall be determined solely by the user providing such information and may include, but is not limited to, announcements about such user and/or its products and services or third-party products and services, branded or unbranded content about medical conditions, treatments, and products, opportunities to participate in informational surveys or studies, information about potential clinical trials or other research programs that may be of interest to a user's patients, among other information. In using the Network Communications or Messaging, User agrees to comply with all applicable laws and regulations, the Privacy Laws, the terms of this Agreement, and the Policies and Procedures. User agrees to receive such Network Communications and information through Messaging from other users. Straumann does not recommend or endorse any products or services mentioned in such Network Communications or Messaging communications and User is responsible for evaluating any such products and services. Straumann is not responsible for any such Network Communications made by a user to its network of users through the Services or any Messaging between or among users, including but not limited to the content or accuracy of any such communications. User agrees that Straumann has the right to view, remove or refuse to post or send any Network Communications or Messaging communications for any or no reason in Straumann's sole discretion or take any other action with respect to any Network

Communications or Messaging communications that Straumann deems necessary or appropriate in its sole discretion. Without limiting the foregoing, Straumann has the right to fully cooperate with any law enforcement authorities or court order requesting or directing Straumann to disclose the identity or other information of anyone posting or sending any materials on or through the Services. USER WAIVES AND HOLDS HARMLESS STRAUMANN AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. However, Straumann does not undertake to review material before it is posted or sent on or through the Services, and cannot ensure prompt removal of objectionable material after it has been posted or sent. Straumann assumes no liability for any action or inaction regarding such transmissions or communications or any other content provided by any user or third party through the Services. Straumann has no liability or responsibility to anyone for performance or nonperformance of the activities described in this **Section 5.3**. Network Communications and Messaging communications shall not give the impression that they are endorsed by Straumann or any other Person, if that is not the case and shall not impersonate any Person, or misrepresent a Person's identity or affiliation. Any reliance by User on Network Communications or Messaging communications is strictly at User's own risk. By posting a Network Communication or sending information through Messaging, User represents and warrants that User has all necessary rights to post or send such information.

## 6. SECURITY.

- User Control and Responsibility. User has and will retain sole responsibility for: (a) all User Information; (b) all information, instructions and materials provided by or on behalf of User or any Authorized Workforce member in connection with the Services; (c) User Systems; (d) the security and use of User's and its Authorized Workforce member's Access Credentials; and (e) all access to and use of the Services and Straumann Materials directly or indirectly by or through the User Systems or its or its Authorized Workforce member's Access Credentials, with or without User's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.
- Compliance with Laws. User shall comply with, and shall ensure its Authorized Workforce members comply with, all applicable laws and regulations, including the Privacy Laws with regard to User Information and access to and use of the Services and Straumann Materials. User is responsible for ensuring its User Systems are adequate to access and use the Services. User will not grant any user, including members of its Authorized Workforce, any rights to access or use the Services that they would not be allowed to have under applicable laws and regulations. Straumann offers no assurance that User's use of the Services under the terms of this Agreement will not violate any law or regulation applicable to User. User acknowledges that Straumann may share User Information with third parties if Straumann determines in good faith that disclosure of User Information is necessary to (a) comply with a court order, warrant or other legal process, (b) protect the rights, property or safety of Straumann or others, (c) investigate or enforce suspected breaches of this Agreement, or (d) allow Straumann third-party service providers to comply with their obligations under applicable laws and regulations.
- User Health Information. Subject to the terms of this Agreement, User may use User Health Information for any purpose expressly permitted by applicable laws and regulations, including the Privacy Laws, and is solely responsible for ensuring compliance with such laws and regulations. If User is granted access to another user of the Services' Protected Health Information through the Share feature or another component of the Services, User may only use such information as expressly permitted by applicable laws and regulations and any agreement User may have with such other user.
- Access and Security. User shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of User Information, including the uploading or other provision of User Information for Processing by the Services. User will implement and maintain appropriate administrative, physical and technical safeguards to protect information within the Services. Such safeguards shall comply with applicable laws and regulations, including the Privacy Laws, whether or not User is otherwise subject to HIPAA and PIPEDA. User will maintain appropriate security with regard to all personnel, systems, and administrative processes used by User or members of its Workforce to transmit, store and process electronic health information through the use of the Services. User will immediately notify Straumann of any breach or suspected breach of the security of the Services, of which User becomes aware, or any unauthorized use or disclosure of information within or obtained from the Services, including a Breach or Security Incident, and User will take such actions to mitigate the breach, suspected breach, or unauthorized use or disclosure of

information within or obtained from the Services as Straumann may direct, and will cooperate with Straumann in investigating and mitigating the same.

- Access. User will adopt and maintain reasonable and appropriate security precautions for User and Authorized Workforce member's Access Credentials to prevent their disclosure to or use by unauthorized persons. User will (a) ensure that no member of its Workforce uses Access Credentials assigned to another Workforce member; (b) require each member of its Authorized Workforce to have unique Access Credentials, and will provide the legal name(s) of each such member for which User is seeking Access Credentials; (c) ensure that only the person to whom a specific set of Access Credentials have been assigned accesses the Services with such Access Credentials; (d) train all members of its Authorized Workforce in the requirements of this Agreement and the Policies and Procedures relating to their access to and use of the Services, and ensure that they comply with such requirements; (e) take appropriate disciplinary action against any member of its Workforce who violates the terms of this Agreement or the Policies and Procedures; and (f) immediately notify Straumann of the termination of employment of any member of its Authorized Workforce, or of User's withdrawal of authorization for any such person to access the Services. User will cooperate with Straumann in the administration of the Services, including providing reasonable assistance in evaluating the Services and collecting and reporting data requested by Straumann for purposes of administering the Services.
- Reliance. User acknowledges that in granting access to the Services for the Permitted Use, Straumann will rely on the assurances of the recipients of the information as to (a) their identity and credentials, (b) the purposes for which they are accessing the system, and (c) the nature and extent of the information to which they will have access. User acknowledges that, while the Services will contain certain technical safeguards against misuse of the Services, they will rely to a substantial extent on the representations and undertakings of users of the Services. User agrees that Straumann will not be responsible for any unlawful access to or use of User Health Information by any user resulting from the user's misrepresentation to Straumann, or breach of this Agreement or the Policies and Procedures.
- Specialty Protected Information. Straumann applies the standards of the Privacy Rule and Personal Information Protection and Electronic Documents Act (PIPEDA) in permitting access to the Services. User acknowledges that other federal, state, and local laws and regulations impose additional restrictions on the use and disclosure of certain types of health information, or health information pertaining to certain classes of individuals. User agrees that it is solely responsible for ensuring that User Health Information may properly be disclosed for the Permitted Use, subject to the restrictions of the Privacy Rule and Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable laws and regulations, including those that may be more restrictive than the Privacy Rule and Personal Information Protection and Electronic Documents Act (PIPEDA). In particular, User will: not make available to other users through the Services any information in violation of any restriction on use or disclosure (whether arising from User's agreement with such users or under law); obtain all necessary consents, authorizations or releases from individuals required for making their health information available through the Services for the Permitted Use; include such statements (if any) in User notice of privacy practices as may be required in connection with User's use of the Services; and not place in the Services any information that User knows or have reason to believe is false or materially inaccurate.
- Share Feature. With User's Consent, Straumann will make the health record available in the Software Service for any patient User designates accessible to any other user of the Services or any third party whom User approves. After such Consent, an approved user may view, edit, or otherwise alter any such patient health record User has designated for his or her use in the Software Service. User may also be given access to a health record available in the Software Service of another user who Consent's to User's access. In such event, the same rules apply to User's use of another user's record who has provided Consent. User and its Workforce are fully responsible for the information in any patient record that is shared by User or its Workforce. User and its Workforce should not share patient information that violates any applicable laws or regulations, including but not limited to the Privacy Laws. In any event, but especially in cases of potential fraud, misuse, or abuse of the Services, Straumann reserves the right, in its sole judgment, to revoke, remove, cancel, or deny continued access to any health record or any record provided through the Share feature. From time to time, Straumann may receive such medical or dental information, including lab results and imaging results and other information, from other users of the Services that relates to a patient of User. With User's Consent, Straumann may incorporate such information into the appropriate patient record and in such event such information will be treated as User Health Information.

## 7. FEES; PAYMENT TERMS.

- Fees. User shall pay Straumann's standard service fees for the Services ("Fees"), in accordance with this **Section 7**. Straumann reserves the right to change the Fees or to add new fees or charges at any time; in



such event, Straumann will give User notice in advance of any such changes directly impacting User and opportunity to cancel the affected Services in the event User's Fees increase by more than 10% in a twelve (12) month period. Information on Fees may be obtained by contacting a Straumann sales representative. Contact information for Straumann can be found at [straumann.us/loop](http://straumann.us/loop).

- **Taxes.** All Fees and other amounts payable by User under this Agreement are exclusive of taxes and similar assessments. User is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by User hereunder, other than any taxes imposed on Straumann's income.
- **Payment.** Straumann shall charge the payment method on file on the first of each month. All payments hereunder shall be in US dollars. By providing payment information to Straumann, User hereby represents and warrants that User is authorized to use the payment method provided, that such information is accurate, and that Straumann is authorized to charge User for the applicable Services using the established payment method and the information User provided. User is solely responsible for notifying Straumann of any changes to User's payment information.
- **Late Payment.** If User fails to make any payment when due then, in addition to all other remedies that may be available: (a) Straumann may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable laws and regulations; (b) User shall reimburse Straumann for all costs incurred by Straumann in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and (c) if such failure continues for five (5) days following written notice thereof, Straumann may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to User or any other Person by reason of such suspension. All amounts payable to Straumann under this Agreement shall be paid by User to Straumann in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable laws and regulations).

#### 8. **INTELLECTUAL PROPERTY RIGHTS; USER INFORMATION.**

- **Services and Straumann Materials.** All right, title, and interest in and to the Services and Straumann Materials, including all Intellectual Property Rights therein, are and will remain with Straumann and its licensors and the respective rights holders in the Third-Party Materials. User has no right, license, or authorization with respect to any of the Services or Straumann Materials (including Third-Party Materials) except as expressly set forth in **Section 3** or the applicable third-party license, in each case subject to **Section 5**. All other rights in and to the Services and Straumann Materials (including Third-Party Materials) are expressly reserved by Straumann, its licensors, and the respective third-party licensors.
- **User Information; De-Identified Information.** As between User and Straumann, User is and will remain the sole and exclusive owner of all right, title, and interest in and to all User Information, subject to the rights and permissions granted in **Section 8.3** and **Section 17.3(e)**. User shall be solely responsible for ensuring that User Information entered into the Services is accurate and solely responsible for the means by which User Information is acquired and the transfer of User Information outside of the Services. User retains all rights with regard to User Health Information, and Straumann will only use such information as expressly permitted in this Agreement, including **Section 17**. Straumann may create De-Identified Information from User Information, including User Health Information pursuant to **Section 17.3(e)**. In consideration of Straumann's provision of the Services, User hereby transfers and assigns to Straumann all right, title, and interest in and to all De-Identified Information that Straumann makes from User Information. User agrees that Straumann may use, disclose, market, license, and sell such De-Identified Information for any purpose without restriction, and that User has no interest in such information, or in the proceeds of any sale, license, or other commercialization thereof.
- **User Information.** User represents, warrants, and covenants to Straumann that User owns or otherwise has and will have the necessary rights and consents in and relating to the User Information and other content and information provided to Straumann through the Services so that, as received by Straumann and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable laws and regulations, including the Privacy Laws.
- **Other Works and Information.** User hereby grants to Straumann a non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable, worldwide, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display any information, material, or work product, other than User Information that has not been De-Identified, that User inputs to the Service Software or provides to Straumann as part of the Services. One example of work product would be customer templates created by the User in the Services. User agrees that Straumann may use, disclose, market, license, and sell

such information, material, and work product, including derivative products, without restriction, and that Straumann may use, disclose, market, license, and sell such information or material, and that User has no interest in such information or material, or in the proceeds of any sale, license, or other commercialization thereof.

9. **CONFIDENTIALITY.**

- **Confidential Information.** In connection with this Agreement, Straumann may disclose or make available Confidential Information to User. “Confidential Information” means information in any form or medium (whether oral, written, electronic or other) that Straumann considers its confidential or proprietary information, including information consisting of or relating to Straumann’s Services, Straumann Materials, technology, trade secrets, know-how, business operations, pricing information, plans, strategies, users, and vendors, as well as information of third parties with respect to which Straumann has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”. Without limiting the foregoing, the pricing of the Services are the Confidential Information of Straumann. Confidential Information does not include information that User can demonstrate by written or other documentary records: (a) was rightfully known to User without restriction on use or disclosure prior to such information’s being disclosed or made available to User in connection with this Agreement; (b) was or becomes generally known by the public other than by User’s or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by User on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; (d) was or is independently developed by User without reference to or use of any Confidential Information; or (e) any Protected Health Information.
- **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, User shall:
  - not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
  - except as may be permitted by and subject to its compliance with **Section 3**, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of User’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the User’s obligations under this **Section 9.2**; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this **Section 9.2**;
  - safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and
  - ensure its Representatives’ compliance with, and be responsible and liable for any of its Representatives’ non-compliance with, the terms of this **Section 9**.
- **Compelled Disclosures.** If User or any of its Representatives is compelled by applicable laws and regulations to disclose any Confidential Information then, to the extent permitted by applicable laws and regulations, User shall: (a) promptly, and prior to such disclosure, notify Straumann in writing of such requirement so that Straumann can seek a protective order or other remedy or waive its rights under **Section 2**; and (b) provide reasonable assistance to Straumann in opposing such disclosure or seeking a protective order or other limitations on disclosure. If Straumann waives compliance or, after providing the notice and assistance required under this **Section 9.3**, User remains required by law to disclose any Confidential Information, User shall disclose only that portion of the Confidential Information that, on the advice of User’s legal counsel, User is legally required to disclose and, on Straumann’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

10. **TERM AND TERMINATION.**

- **Term.** The term of this Agreement commences as of the date User “signs up” for the Services and, unless terminated earlier pursuant to any of the Agreement’s express provisions, will continue in effect for an initial term of one (1) year (the “**Initial Term**”), and thereafter shall automatically renew for additional one (1) year terms (each a “**Renewal Term**” and together with the Initial term, the “**Term**”) unless either party gives the

- other party written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current term.
- Termination. In addition to any other express termination right set forth elsewhere in this Agreement:
    - Straumann may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to User;
    - Straumann may terminate this Agreement, effective ON written notice to User, if User: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Straumann's delivery of written notice thereof; or (ii) breaches any of its obligations under **Section 5** (Use Limitations and Restrictions) or **Section 9** (Confidentiality). Straumann may also terminate this Agreement without liability effective on written notice to User if Straumann determines, in its sole discretion, it is necessary in order to comply with applicable laws and regulations or to comply with any order issued or proposed to be issued by any governmental agency.
    - Either party may terminate this Agreement, effective ON written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach (provided that with respect to Straumann, if cure within such thirty (30) day period is not practicable, the cure period for Straumann shall be extended so long as Straumann is diligently proceeding to cure the default).
    - Straumann may terminate this Agreement immediately upon notice to User: (i) if User is named as a defendant in a criminal proceeding for a violation of federal, state or local law or regulation; (ii) if a finding or stipulation is made or entered into that User has violated any standard or requirement of federal, state or local law or regulation relating to the privacy or security of health information in any administrative or civil proceeding; (iii) User is excluded from participation in a federal or state health care program; or (iv) User ceases to be qualified to provide services as a health care professional, if applicable, or Straumann is unable to verify User's qualifications as such.
  - Effect of Expiration or Termination. Upon any termination of this Agreement, except as expressly otherwise provided in this Agreement:
    - all rights, licenses, consents, and authorizations granted by Straumann to User will immediately terminate and User will cease all use of the Services and Straumann Materials; and
    - User will promptly pay the outstanding balance of any Fees due to Straumann.
  - Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: **Sections 1, 3.5, 3.6, 7, 8, 9, 10.3, 10.4, 11, 12, 13, 16, and 17.3(c), (d), and (e)**.

11.

- CARRIER LINES. USER ACKNOWLEDGES THAT ACCESS TO THE SERVICES WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATIONS LINES, AND INFORMATION, INCLUDING USER INFORMATION, WILL BE TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES (COLLECTIVELY, "**CARRIER LINES**") OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, AND INTERNET SERVICE PROVIDERS, ALL OF WHICH ARE BEYOND STRAUMANN'S CONTROL. STRAUMANN ASSUMES NO LIABILITY FOR, OR RELATING TO, THE INTEGRITY, PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION WHILE IT IS TRANSMITTED ON THE CARRIER LINES, OR ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION ATTRIBUTABLE TO TRANSMISSION ON THE CARRIER LINES. USE OF THE CARRIER LINES IS SOLELY AT USER'S RISK AND IS SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS.
- DISCLAIMER OF WARRANTIES. ALL SERVICES AND STRAUMANN MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND STRAUMANN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, AND STRAUMANN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, STRAUMANN MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, THE STRAUMANN MATERIALS, OR THE INFORMATION CONTAINED IN THE SERVICES WILL MEET USER'S OR ANY OTHER PERSON'S

REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, TIMELY, RELIABLE, RELEVANT, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

- NO RELIANCE; OTHER USERS; CONTENT. USER IS SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE SERVICES, THE STRAUMANN MATERIALS, OR THE INFORMATION IN THE SERVICES. USER ACKNOWLEDGES THAT OTHER USERS HAVE ACCESS TO AND ARE USING THE SERVICES AND THE ACTIONS OF SUCH OTHER USERS ARE BEYOND STRAUMANN'S CONTROL. ACCORDINGLY, STRAUMANN DOES NOT ASSUME ANY LIABILITY FOR OR RELATING TO ANY IMPAIRMENT OF THE PRIVACY, SECURITY, CONFIDENTIALITY, INTEGRITY, AVAILABILITY, OR RESTRICTED USE OF ANY INFORMATION ON THE SERVICES RESULTING FROM ANY OTHER USER'S ACTIONS OR FAILURES TO ACT. STRAUMANN IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO USER INFORMATION, USER SYSTEMS, OR USER'S FACILITIES. STRAUMANN IS NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH THE PROVISION OF THE SERVICES BY USER OR OTHER USERS OF THE SERVICES. USER IS SOLELY RESPONSIBLE FOR VALIDATING THE ACCURACY OF ALL OUTPUT AND REPORTS, AND FOR PROTECTING USER INFORMATION FROM LOSS BY IMPLEMENTING APPROPRIATE SECURITY MEASURES.
- NOT DENTAL OR MEDICAL ADVICE OR SERVICES. USER ACKNOWLEDGES AND AGREES THAT THE SERVICES, STRAUMANN MATERIALS, AND THE INFORMATION CONTAINED IN THE SERVICES: (A) DO NOT CONSTITUTE DENTAL OR MEDICAL ADVICE, OPINIONS, DIAGNOSIS, OR TREATMENT, (B) ARE FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY, (C) ARE NOT INTENDED TO SUBSTITUTE FOR PROFESSIONAL MEDICAL OR DENTAL JUDGMENT PROVIDED BY APPROPRIATELY LICENSED AND QUALIFIED INDIVIDUALS. User assumes full risk and responsibility for the use of information User or its Workforce obtains from or through the Services, and neither Straumann nor any of its affiliates, licensors, or service providers, are responsible or liable for any claim, loss, or liability arising from use of the information or for the consequences to User, patients, or others. User will be solely responsible for the professional and technical services User and its Workforce provides. User will review the definitions, functionality, and limitations of the Services, and shall make an independent determination of their suitability for User's and its Authorized Workforce's use.

12. INDEMNIFICATION. User shall indemnify, defend, and hold harmless Straumann and its affiliates, licensors, and service providers, and each of its and their respective officers, directors, members, managers, employees, agents, successors and assigns and other users of the Services (each a "**Straumann Indemnitee**") from and against any and all Losses incurred by such Straumann Indemnitee arising out of or relating to any claim, suit, action or proceeding by a third party from: (a) the use of the Services by User or a member of its Workforce, including personal injury, including death, or property damage; (b) allegation of facts that, if true, would constitute User's breach of any of its representations, warranties, covenants, or obligations under this Agreement; (c) the actions of any person gaining access to the Services under Access Credentials assigned to User or a member of its Workforce; (d) the actions of anyone using Access Credentials assigned to User or any member of its Workforce that adversely affects the Services or any information accessed through the Services; (e) the negligence or more culpable act or omission (including recklessness or willful misconduct) by User, any member of its Workforce, or any third party on behalf of User or a member of its Workforce, in connection with this Agreement; (f) User Information, including any Processing of User Information by or on behalf of Straumann in accordance with this Agreement; (g) any action Straumann takes in reliance on any information, certification, assurance, or instrument, including Consent, User or a member of its Workforce provides to Straumann; (h) any action Straumann takes that complies with any request or direction User or a member of its Workforce at any time makes or made; or (i) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of User or a member of its Workforce, including Straumann's compliance with any specifications or directions provided by or on behalf of User or any Workforce member to the extent prepared without any contribution by Straumann.

13. LIMITATIONS OF LIABILITY.

- EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOT WITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL STRAUMANN OR ANY OF ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE

UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, INFORMATION OR DATA, BUSINESS, REVENUE OR PROFIT; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (D) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- CAP ON MONETARY LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOT WITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF STRAUMANN AND ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL FEES ACTUALLY PAID BY USER TO STRAUMANN IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14. User will obtain and maintain such policies of general liability, errors and omissions, and professional liability insurance with reputable insurance companies as is usually carried by Persons engaged in User's business covering the Term of this Agreement.
  
15. **FORCE MAJEURE.** In no event will Straumann be liable or responsible to User or a member of its Workforce or any Person, or 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 any circumstances beyond Straumann's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of laws and regulations or any action taken by a governmental or public authority, or shortage of adequate power or telecommunications or transportation.
  
16.
  - Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.
  - Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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.
  - Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party.
  - Notices. All notices, requests, consents, claims, demands, waivers, and other communications by User to Straumann under this Agreement have binding legal effect only if in writing and addressed to Straumann at the address set forth at [straumann.us/loop](http://straumann.us/loop). Notices sent by User in accordance with this **Section 16.4** will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. User agrees that

Straumann may provide notices, requests, consents, claims, demands, waivers, and other communications to User by email message to the email address provided by User to Straumann through the Services (which communication shall be effectively given when sent). User agrees to keep its email address current at all times.

- **Interpretation.** For purposes of this Agreement: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute or regulation means such statute or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- **Entire Agreement.** This Agreement constitutes the sole and entire agreement Of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- **Assignment.** User shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Straumann’s prior written consent. Any purported assignment, delegation, or transfer in violation of this **Section 16.8** is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. Straumann may freely assign this Agreement in connection with a merger, acquisition, or sale of assets, or by operation of law, or otherwise.
- **No Third-party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. 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 this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Nebraska. Subject to **Section 16.13**, any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nebraska in each case located in the city of Lincoln and County of Lancaster, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- **Arbitration.**
  - EXCEPT FOR CLAIMS BY EITHER PARTY UNDER ANY OF THE SECTIONS OF THIS AGREEMENT LISTED IN **SECTION 16.13(b)**, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF, FOR US RESIDENTS: THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED AS A SEALED

INSTRUMENT IN ACCORDANCE WITH THE ALWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS. FOR CANADIAN RESIDENTS: THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED AS A SEALED INSTRUMENT IN ACCORDANCE WITH THE ALWS OF THE PROVINCE OF ONTARIO, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS.

- Equitable Relief. User acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under **Section 9**, **Section 5** or **Section 4.3**, would cause Straumann irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Straumann will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- Electronic Consent. The Services may give User the ability to electronically enter into agreements, provide authorizations, make referrals, order services, and engage in other transactions. USER ACKNOWLEDGES THAT USER'S ELECTRONIC SUBMISSIONS VIA THE SERVICES IN CONNECTION WITH SUCH ACTIVITIES CONSTITUTE USER'S ACKNOWLEDGMENT THEREOF AND USER'S AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS, AND APPLIES TO ALL RECORDS RELATING TO SUCH TRANSACTIONS.
- Electronic Transaction. The parties consent to enter into this Agreement electronically and intend for it to be legally binding on and enforceable against each party in accordance with its terms.

17. **BUSINESS ASSOCIATE AGREEMENT PROVISIONS**. In maintaining, using and affording access to User Health Information in accordance with this Agreement, the parties agree as follows:

- Definitions. The parties acknowledge that Provider of Record is a "Covered Entity" and Straumann may be considered a "Business Associate" of Provider of Record under HIPAA and PIPEDA. In connection with the Services, Straumann may have access to User Health Information, which includes Protected Health Information and Electronic Protected Health Information, (collectively, "**PHI**").
- Written Assurance. As required by the Privacy Rule and Personal Information Protection and Electronic Documents Act (PIPEDA), User seeks to obtain written satisfactory assurance from Straumann that Straumann will appropriately safeguard PHI.
- Permitted Uses and Disclosures By Straumann.
  - *In General*. Except as otherwise expressly provided herein, Straumann may only use or disclose PHI to perform functions, activities, or Services for, or on behalf of, Provider and User as specified in this Agreement or as Required by Law. Unless excepted by 45 CFR Section 164.502(b), Straumann will limit its uses and disclosures of PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure; provided that Straumann will permit unrestricted access to PHI to Provider and its Authorized Workforce and Provider is responsible for ensuring that its and its Authorized Workforce's, including User's, use and disclosure of PHI is consistent with the relevant legal restrictions. Straumann will permit access to PHI by users with respect to whom User has Consented to provide access to such PHI through the Services. Straumann will obtain User's Consent before Straumann makes PHI available to other users. User acknowledges that once Straumann has granted access rights to another user pursuant to such Consent, Straumann has no control over the uses and disclosures that such user makes of PHI, and the recipient may be subject to its own legal or regulatory obligations (including HIPAA and PIPEDA) to retain such information and make such information available to patients, governmental authorities and others as required by applicable laws and regulations.
  - *Use of PHI for Management, Administration and Legal Responsibilities*. Straumann is permitted to use PHI as necessary for the proper management and administration of Straumann or to carry out legal responsibilities of Straumann.
  - *Disclosure of PHI for Management, Administration and Legal Responsibilities*. Notwithstanding anything to the contrary in this Agreement, Straumann is permitted to disclose PHI received from User and its Authorized Workforce for the proper management and administration of Straumann or to carry out legal responsibilities of Straumann, provided: (i) the disclosure is Required by Law; or (ii) Straumann obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to

prevent use or disclosure of the PHI, and the person notifies Straumann of any instance of which it is aware in which the confidentiality of the PHI has been breached.

- *Data Aggregation.* Straumann is permitted to use or disclose PHI to provide data aggregation services for the Health Care Operations of Provider of Record as permitted by 45 CFR Section 164.504(e)(2)(i)(B), including use for statistical compilations, reports, and all other purposes allowed under applicable law. Straumann may use PHI in order to prepare analyses and reports, such as activity or quality-metrics reports, or any other reports the Services make available, in order to render these reports to Provider of Record and User. Preparation of such analyses and reports may include the use of data aggregation services relating to Provider of Record treatment and health care operations, which Straumann may perform using PHI. Such reporting will be done in a manner that does not make any disclosure of PHI that Provider of Record would not be permitted to make.
- *De-Identified Data.* Straumann may de-identify User Health Information, including any PHI contained therein, in accordance with the standards set forth in 45 CFR Section 164.514 and may use or disclose such data for any purpose. The parties agree that any PHI provided to Straumann hereunder which is later de-identified and therefore no longer identifies an Individual (i.e., is no longer “protected health information” as defined by 45 CFR Section 160.103) will no longer be subject to the provisions set forth in this Agreement.
- *Limited Data Sets.* Straumann may create limited data sets from PHI, and disclose them for any purpose for which Provider of Record may disclose a limited data set; and User hereby authorizes Straumann to enter into data use agreements on Provider of Record’s behalf for the use of limited data sets, in accordance with applicable laws and regulations.
- Straumann Obligations. Straumann agrees that it shall:
  - *Legal Compliance.* Not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Except as expressly provided in this Agreement, Straumann shall not assume any obligations of Provider of Record or User under HIPAA and PIPEDA.
  - *Appropriate Safeguards.* Implement reasonable safeguards to prevent the improper use or disclosure of PHI and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Provider of Record.
  - *Access and Amendments.* Make available to Provider of Record such PHI in furtherance of Provider of Record’s obligations with respect to an Individual’s request for access to or amendment of said Individual’s PHI, in accordance with 45 CFR Section 164.524 and 45 CFR Section 164.526, respectively. Provider of Record is solely responsible for affording Individuals their rights with respect to relevant portions of PHI, such as the rights of access and amendment.
  - *Documentation of Disclosures.* Maintain and make available PHI to provide an accounting of disclosures in accordance with 45 CFR Section 164.528.
  - *PHI Restrictions.* Make PHI available to Provider of Record to allow it to abide by any restrictions on use and disclosure of PHI that Provider of Record has agreed to.
  - *Reporting of Unauthorized Disclosures.* Unless otherwise prohibited by law, Straumann shall report to Provider of Record, without unreasonable delay and within forty-five (45) days of discovery by Straumann, any Security Incident or acquisition, access, use, or disclosure of Unsecured PHI by its officers, directors, employees, contractors, or agents, or others, not provided for by this Agreement including a Breach (collectively, an “**Unauthorized Disclosure**”). The foregoing notwithstanding, if a law enforcement official notifies Straumann that a notice to Provider of Record of a Breach would impede a criminal investigation or cause damage to national security, Straumann shall delay notifying Provider of Record for the time period specified in the written notification from the law enforcement official. With respect to such Breach, if the law enforcement notification is oral, Straumann shall document the request, including the identity of the official making the request, and delay notifying Provider of Record but no longer than thirty (30) days from the date of the oral statement, unless a written statement is submitted by the law enforcement official during that time. For purposes of this **Section 17.4(f)**, an Unauthorized Disclosure shall be treated as discovered as of the first day on which such Unauthorized Disclosure is known to Straumann, its officers, employees, or agents (other than the person committing the Breach) or, by exercising reasonable diligence, would have been known by Straumann, its officers, employees, or agents (other than the person committing the Breach).
  - *Subpoenas.* Unless otherwise prohibited by law, provide Provider of Record with written notice of a subpoena served on Straumann, in connection with PHI covered by this Agreement, within a reasonable time period.



- *Mitigation in Event of Violation.* Mitigate, to the extent reasonably practicable, any known harmful effect of a use or disclosure of PHI by Straumann in violation of this Agreement and take immediate steps to prevent any further such violation of this Agreement.
  - *Agreements by Third Parties.* Enter into a written agreement with any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Straumann, whereby such agent or subcontractor agrees to the same restrictions and conditions that are applicable to Straumann under this Agreement with respect to the use and disclosure of PHI, and the security of electronic PHI, received from, or created or received by Straumann on behalf of, Provider of Record (for the avoidance of doubt, Provider of Record agrees that other users of the Services are not Straumann's subcontractors).
  - *Availability of Books and Records.* Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Straumann on behalf of Provider of Record available to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary determining Provider of Record's compliance with HIPAA and PIPEDA.
  - *Limitations.* Not use or disclose PHI in a manner that would violate the Privacy Rule and Personal Information Protection and Electronic Documents Act (PIPEDA) if done by Provider of Record. The Privacy Rule and Personal Information Protection and Electronic Documents Act (PIPEDA) regulates uses and disclosures of PHI, access to PHI, restrictions on uses and disclosures of PHI, amendment of PHI, and accounting of disclosures of PHI.
  - *Privacy Rule and Personal Information Protection and Electronic Documents Act (PIPEDA).* To the extent that Straumann is to carry out Provider of Record's obligations under the Privacy Rule and Personal Information Protection and Electronic Documents Act (PIPEDA), comply with the requirements of the Privacy Rule and Personal Information Protection and Electronic Documents Act (PIPEDA) that apply to Provider of Record in the performance of such obligations.
  - *Retention.* Retain all documentation required by this **Section 17** for the applicable time periods required by HIPAA and PIPEDA.
- Obligations of User. Provider of Record and User shall:
  - *Compliance.* Use appropriate safeguards to maintain the confidentiality, privacy, and security of (i) PHI transmitted to Straumann pursuant to this Agreement, in accordance with HIPAA and PIPEDA, until such PHI is received by Straumann and (ii) any PHI accessed by User and members of its Authorized Workforce through the Services, in accordance with HIPAA and PIPEDA.
  - *Permissible Requests.* Not request Straumann to use or disclose PHI in any manner that would not be permissible under HIPAA and PIPEDA if done by Provider of Record.
- Scope of Services. User acknowledges and agrees that the Services may not be immediately available in the event of a disaster and thus User is responsible to implement and retain its own data backups and implement its own disaster recovery procedures to safeguard the privacy, security, and integrity of PHI in its possession or provided to Straumann as part of the Services. User acknowledges and agrees that, unless otherwise expressly agreed in this Agreement, User will not rely on Straumann to maintain an original copy of any PHI provided by User or members of its Authorized Workforce to Straumann, including but not limited to any PHI entered into the Service Software. User expressly agrees to maintain an original copy of any PHI entered into the Service Software or otherwise provided to Straumann.
- Termination. As provided for under 45 CFR Sections 164.504(e)(1)(ii) and 164.504(e)(2)(iii), either party may immediately terminate this Agreement and the Services if such party determines that the other party has breached a material term of this Agreement related to PHI. Alternatively, and in the sole discretion of the non-breaching party, such party may choose to provide the breaching party with written notice of the breach and provide the breaching party with thirty (30) days to cure said breach. Failure by the breaching party to cure said breach within said thirty (30) day period shall be grounds for immediate termination of this Agreement and the Services.
- PHI Upon Termination. Upon termination of this Agreement for any reason, Straumann will:
  - Provide the Provider of Record with a copy of PHI in an electronic form that is accessible through commercially available hardware and software. User understands and agrees that such hardware and software may have to be purchased from third parties in order to access and use such PHI and further that User Systems may have to be otherwise configured in order to access and use such PHI.
  - If feasible, destroy and retain no copies of any PHI that Straumann still maintains in any form, including any PHI in the possession of subcontractors or agents of Straumann, except as provided in this **Section 8** or for purposes of **Sections 17.3(b) or 17.3(c)**; or, if such destruction is not feasible (whether for technical, legal, regulatory or operational reasons) or for PHI allowed to be retained as provided in this **Section 17.8** or for purposes of **Sections 17.3(b) or 17.3(c)**, continue to use appropriate safeguards and comply with Subpart C of 45 CFR Section 164 with respect to such electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this **Section 17.8**, and limit further uses and disclosures to those purposes allowed by this

Agreement and those that make the return or destruction of the information infeasible (and require that any subcontractor or agent of Straumann to do the same). User acknowledges and agrees that if User or a member of its Authorized Workforce has approved, in accordance with the terms of this Agreement, other users of the Services to have access to PHI, Straumann will continue to make such PHI available to such users pursuant to the terms of the agreements Straumann has with them and shall not be required to destroy such PHI.

- Amendment. User agrees that Straumann may take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the Privacy Laws.
- Ambiguity; Conflict. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA AND PIPEDA. In the event of any conflict between this **Section 17** and any other section of this Agreement, the terms of this **Section 17** shall control.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

PLEASE PRINT OUT A COPY AND KEEP FOR YOUR RECORDS.