GENERAL TERMS AND CONDITIONS OF USE OF MY DENTAL LABORATORY SERVICES
(hereinafter also referred to as the "GTC")

1. Definition of Terms

1.1. **Provider** – MyDentLab s.r.o.,
with its registered office at Veveří 456/9, Veveří, 602 00 Brno,
Company ID No.: 037 49 266,
Section C 86566 registered with the Regional Court in Brno.

1.2. **MyDentLab (MyDentLab application)** – Web Information System "My Dental Laboratory" designed to manage the activities of a dental laboratory for which the Provider has an exclusive and unlimited license. The MyDentLab application is accessible via the Internet (online) at mojelab.cz and at mydentlab.com.

1.3. **User** – A person authorized to use MyDentLab on the basis of a concluded Agreement to the extent specified by the Provider and the GTC. Each User has its own MyDentLab user account.

1.4. **Agreement** – Agreement between the Provider and the User (collectively also referred to as "**the Parties**") on the provision of a sublicense to use MyDentLab in accordance with the GTC and on stipulating the conditions for processing the personal data of the Persons Concerned.

1.5. **Access Data** – Login name and password generated by the User for Persons with Access.

1.6. **Authorized Person** – A person who is an employee of the User or otherwise directly involved in the business activity of the User and is authorized by the User to use MyDentLab within the User's User Account.

1.7. **External Authorized Person** – A person who is a contractual partner of the User and is authorized to use MyDentLab within the User's User Account to a limited extent. The scope of access of the External Authorized Person to the User's User Account is generally more limited than the scope of access of the Authorized Person.

1.8. **Persons with Access** – Common denomination for the User, Authorized Persons and External Authorized Persons.

1.9. **Persons Concerned** – Persons whose personal data will be entered into MyDentLab by the User or the Authorized Persons. The Person Concerned may also be an Authorized Person (in particular, the User's employee) or an External Authorized Person (User's contractual partner) or its clients.

2. Introductory Arrangements

2.1. These Terms and Conditions govern the relationship between the Provider and the User in connection with the use of the MyDentLab application and as such are considered an integral part of the Agreement concluded between the Provider and the User.

2.2. The Provider is the exclusive licensor of MyDentLab with the right to sublicense it to other persons. Apart for persons authorized to use MyDentLab on the basis of an agreement with the Provider, third parties are excluded from using MyDentLab.

3. Conclusion of the Agreement

3.1. Those interested in using MyDentLab will fill in the registration form on the Provider's website mojelab.cz or mydentlab.com, which will contain the essential requirements for the conclusion of the Agreement (this may be the identification of the interested party, contact details of the interested party, the number of Authorized Persons for whom application access is requested, login and password to access the application, etc.). Part of the registration form is an expression of consent to the GTC and consent to the processing of personal data.

3.2. Based on the completed registration form, the Provider will prepare access to MyDentLab for the interested party. Upon the first login of the interested party into MyDentLab using the entered login data, the Agreement between the interested party and the Provider is concluded within the meaning of Section 1744 of the Civil Code. The interested party is henceforth considered as the User. The Parties expressly exclude the application of Section 1757 of the Civil Code to their relationship established by the Agreement.

3.3. By signing the Agreement, the User expressly agrees to the use of these General Terms and Conditions and to their application to the binding relationship established under the Agreement. The concluded Agreement supersedes all prior agreements between the Provider and the User relating to the subject of the Agreement.

4. Subject of the Agreement

4.1. The subject of the agreement is to provide the User with a non-exclusive and non-transferable sublicense to MyDentLab. The sublicense to use the MyDentLab application is granted for a limited duration of the Agreement. As part of using MyDentLab, the User is authorized to provide access to individual Authorized Persons (usually employees) and External Authorized Persons (usually the dentist's office contracted by the User). Access data for these persons will be generated by the User itself in MyDentLab.

4.2. The Provider is obliged to allow Persons with Access to access MyDentLab under the terms and conditions set forth in these GTC upon the conclusion of the Agreement and throughout its duration.

4.3. All data entered by Persons with Access to MyDentLab will be stored and backed up in data repositories located in the Czech Republic. The Provider undertakes to ensure that:

4.3.1. The stored data can not be modified by anyone other than the Persons with Access, and only to the extent to which they are authorized by the User to do so.

4.3.2. All persons who may have access to the User's data (i.e. the Provider's employees and the employees of the processor selected by the Provider) are bound by a confidentiality obligation.

4.3.3. The stored data has been encrypted.

4.3.4. A security copy of the database is created at least once per day.

4.3.5. Before the expiry date of the data repository, the stored data is transferred to a new data repository.

4.4. The User is responsible for ensuring that MyDentLab is accessed only by Persons with Access using the Access Data generated by the User. The User is required to ensure that no third parties have access to the Access Data.

4.5. The User undertakes not to use the information obtained by using MyDentLab to develop similar software and not to provide such information for the same purpose to a third party. If the User is linked in person or in property with another entity that will

develop similar software (for the management of dental laboratories), the User is deemed to have violated its obligation set out in the previous sentence.

5. Fee for Using the Application

5.1. The use of MyDentLab is charged according to the number of Authorized Persons who have access to the application within the User Account. The first two months of using MyDentLab are free of charge. The use of all MyDentLab services is conditioned upon the payment of the fee according to the Price List.

5.2. The User is obliged to pay the fee to the Provider for using MyDentLab in accordance with the Provider's Price List in the form of advance payments. The fee is dependent on the number of Authorized Persons who have access to the application within the User's User Account and the length of period for which the User wishes to use MyDentLab, for which it therefore makes the advance payment. The amount of the fee is determined by the Provider's Price List available at mojelab.cz and mydentlab.com (hereinafter referred to as the "**Price List**").

5.3. The number of External Authorized Persons is not limited and depends on the User.

5.4. The fee, the amount of which is determined in accordance with Article 5.2. of the GTC, is paid by the User in advance by means of a payment card based on the instructions generated in MyDentLab. In order to make the payment, the Provider will issue a tax document – invoice to the User. The invoice must meet the requirements of an accounting document in accordance with Act No. 563/1991 Coll., on Accounting.

5.5. Upon crediting the fee to the Provider's bank account, the MyDentLab service will be made available to the User for the prepaid period.

5.6. The Parties agree that the Provider is entitled to unilaterally change the Price List, subject to the obligation to notify the User. The change in the Price List does not affect the period that has been pre-paid for by the User.

5.7. The User is not entitled, without the Provider's prior consent, to set off any claim to the Provider against the Provider's claim under the Agreement.

6. Protection of Personal Data and Conditions of Processing

6.1. Information about the User's internal structure, Authorized Persons, External Authorized Persons, and information from the medical records of patients of External Authorized Persons necessary for the User's activity on the basis of its contractual relationship with the External Authorized Persons can be entered in MyDentLab.

6.2. The User is responsible for ensuring that all of the personal data of the Persons Concerned entered in MyDentLab by Persons with Access is obtained in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of natural persons with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as the "GDPR") and other legislation regulating the activity of the User or Persons with Access.

6.3. In relation to the Persons Concerned, the administrator in the sense of the GDPR is the User, who is obliged to perform all of the duties of the administrator according to the GDPR. In particular, the User is required to ensure that the personal data of the Persons Concerned will always be processed in accordance with the GDPR, that these data will be up to date, accurate and true, and that these data will be consistent

with the intended purpose of their processing. Furthermore, the User shall take appropriate measures to provide the data subjects with all data in a clear, transparent, comprehensible and easily accessible manner, using clear and simple means of language, and to make all communications required by the GDPR.

6.4. By concluding the Agreement, the User authorizes the Provider, as the processor within the meaning of the GDPR, to process the personal data of the Persons Concerned by storing it on the servers contracted by the Provider for the duration of the Agreement. The data will be stored on servers managed by Amazon Web Services (hereinafter referred to as "AWS") or another processor at the option of the Provider. The servers are and will be located in the Czech Republic throughout the duration of the Agreement. The Provider is authorized to commission the processing of the personal data of the User or Persons Concerned to another processor, in particular AWS. This other processor must be subject to the same data protection obligations as set out in these GTC.

6.5. The Provider declares that it is aware of and undertakes to comply with all of its obligations under the GDPR and, in particular, is obliged to take all measures required by Article 32 of the GDPR. The Provider will provide the demonstrable familiarization of its employees, as well as for the employees of the other authorized processor, with the confidentiality obligation and other obligations under the GDPR.

6.6. The Provider is obliged to ensure the integrity and confidentiality of the personal data obtained under this Agreement. In particular, the Provider will ensure that the data entered into MyDentLab is not made available to third parties. Access to servers must be restricted to selected persons only and the Provider must ensure that there is a record of which persons accessed the servers, when and to what extent.

6.7. In the event of a breach of security of the protection of the processed personal data, unauthorized or accidental access to the personal data, destruction or loss, unauthorized transmission or other unauthorized processing or misuse, the Provider is obliged to inform the User without delay and is obliged to take measures to remedy this situation. The Provider is obliged to inform the administrator in writing about the measures taken.

6.8. The Provider is obliged to ensure that all persons who have or may have access to the personal data of the User and/or Persons Concerned are bound by the confidentiality obligation.

6.9. The Provider is obliged to provide the User with assistance, especially in connection with the exercise of the rights of individual Persons Concerned arising from Articles 15 to 22 of the GDPR (i.e. the right of access to personal data, the right to rectification, the right to erasure, the right to the restriction of processing, the right to data portability and the right to object). If any Person Concerned applies any of the above-mentioned rights to the Provider, the Provider is obliged to inform the User without delay.

6.10. The processor is obliged to inform the administrator of any and all obstacles preventing it from performing individual activities under this Agreement.

6.11. The Provider is not liable for non-compliance with the obligations set forth for Persons with Access in the GDPR or other legislation.

6.12. The Provider is obliged to provide the User with all of the information necessary to prove that the obligations set out in Article 28 of the GDPR and this Agreement have been fulfilled and to enable it to carry out audits, including inspections by the User or another auditor authorized by the User.

6.13. The Provider is obliged, upon the User's request, to delete all of the personal data of the Persons Concerned received from the User or the personal data of the Persons Concerned specified by the User in a request (by deleting the data of the Persons Concerned from MyDentLab or in any other demonstrable way).

6.14. The Provider as the administrator of the User's personal data will store the personal data of the User for the purpose of implementing the Agreement. The personal data stored in this way are the data entered by the User in the registration form, in particular the name, surname, name of the laboratory, e-mail and password. These personal data will only be processed to ensure the User's access to MyDentLab, for the purpose of billing the services under the Agreement and for communicating with the User. Data will never be provided to third parties and will not be used for purposes other than those specified herein.

6.15. All personal data, whether of the User or the data subjects in the above sense, will be used and protected in accordance with the Data Processing Principles issued by the Provider.

7. Application Functionality, Application Availability

7.1. The Provider advises the User that the following minimum equipment is required for the proper functioning of MyDentLab:
7.1.1. Personal computer,
7.1.2. Internet connection with a minimum speed of 10Mbit, and
7.1.3. Windows 10, Android 8, or IOS 11 operating systems

7.2. The obligation to provide equipment under Article 7.1. of the GTC falls upon the User, who also bears all of the costs associated therewith.

7.3. The Provider declares that it will do its best to ensure the unlimited functionality and availability of MyDentLab throughout the duration of the Agreement. The User shall not have any claims or rights to the Provider due to the malfunction of MyDentLab, except for the claim to a discount under Article 7.4. of the GTC.

7.4. If the User and/or the authorized Persons with Access cannot access MyDentLab for reasons on the part of the Provider (i.e. inaccessible application), the User is entitled to a discount in the amount specified in Article 7.6. of the GTC. Entitlement to the discount is only granted if the access is disabled for at least 6 hours within twenty-four consecutive hours. On Saturdays and Sundays, the Provider is entitled to restrict access without compensation, subject to the prior notification of the User. The User is obliged to notify the Provider without undue delay if the application is inaccessible.

7.5. The inaccessible application within the meaning of the previous article is considered a state where the User cannot use the MyDentLab application at all, or when it cannot use its essential parts. However, the User acknowledges and explicitly agrees that all MyDentLab features may not always be accessible. Such a state can occur especially after updating MyDentLab or in the event that the Provider will be required to perform forced service on MyDentLab.

7.6. The Provider is obliged to consider the User's notification of the non-functioning within the meaning of Article 7.4. of the GTC without undue delay, and to inform it no later than within 72 (seventy-two) hours whether the User's entitlement to a discount is acknowledged. The amount of the discount is equal to the proportion of the monthly advance payment according to the number of days when the application was inaccessible for more than 6 hours. The amount representing the discount will be added to the already made advance payment on the first day of the following month at

the latest. The amount attributed to the User will prolong the prepaid time of MyDentLab usage.

8.   Penalties and Liability for Damage

8.1.   In the event of any delay in the User's payment of any monetary debt incurred in connection with the Agreement, the User is obliged to pay the Provider a contractual penalty of 0.1% of the amount due for each day of delay.

8.2.   The Provider and the User agree that the Provider is not liable for damage:

8.2.1. Incurred by the User as a result of, or in connection with, the use of MyDentLab, except for damage caused intentionally by the Provider, its employees or the processor selected by the Provider and its staff.

8.2.2. Incurred by the User as a result of a malfunction or limitation of the functionality of MyDentLab.

8.2.3. Arising from third party actions.

8.2.4. The primary cause of which was the action of third parties.

8.2.5. Resulting from the loss or damage to data stored through MyDentLab.

8.3.   The Provider is not responsible for the User's business risk arising from the nature of its activity, or for the financial loss of the User or External Authorized Persons or any other loss incurred by the User.

8.4.   For the sake of legal certainty, the User, by concluding this Agreement, expressly waives the right to damages or compensation for non-material damage for the reasons set out in Article 8.2. and 8.3. of the GTC.

8.5.   In the event that the User violates the obligation specified in Article 4.5. of the GTC, it is obliged to pay the Provider a contractual penalty of CZK 1,000,000 (one million Czech crowns).

9.   Termination of the Agreement

9.1.   Unless otherwise agreed by the Parties, the MyDentLab Agreement is concluded for an indefinite period of time, with the possibility for any Party to terminate it any time, even without giving any reason. The User can terminate the Agreement according to the previous sentence immediately via MyDentLab (by clicking on "Delete Lab Forever"). The Provider may terminate the MyDentLab Agreement only on the basis of termination with a two-month notice period.

9.2.   The Agreement terminates upon the expiration of time under Article 9.2. of the GTC, upon the termination notice under Article 9.1 and/or Article 10. 5. of the GTC, upon the agreement of the Parties or upon the withdrawal of one of the Parties.

9.3.   The User is entitled to withdraw from the Agreement in the following cases:

9.3.1. Breach of the obligation referred to in Article 4.2. of the GTC for more than 5 (five) days.

9.3.2. Breach of the obligations referred to in Article 4.3. of the GTC.

9.3.3. Without giving any reason.

9.4.   The Provider is entitled to withdraw from the Agreement in the following cases:

9.4.1. Breach of the obligation referred to in Article 4.4. of the GTC.

9.4.2. Breach of the obligation referred to in Article 4.5. of the GTC.

9.5. The Agreement terminates upon the withdrawal of one of the Parties. If the User withdraws from the Agreement for the reasons stated in Article 9.3.1. and/or 9.3.2. of the GTC, the Provider is obliged to return the already paid fee to the extent of the unused advance payment without undue delay after the termination of the Agreement to the account from which it was paid. If the Provider withdraws from the Agreement pursuant to Article 9.4. of the GTC or the User withdraws without giving any reason within the meaning of Article 9.3.3. of the GTC, the Provider is not obliged to return the already paid fee to the User.

9.6. The withdrawal shall not affect the Provider's obligation to pay the User the amount corresponding to the discount to which the User was entitled before the termination of the Agreement and the User's obligation to pay the contractual penalty to which the Provider was entitled before the termination of the Agreement.

9.7. The withdrawal shall become effective as of the moment the notice of withdrawal is delivered to the other Party.

10. Final Arrangements

10.1. The Agreement, as well as the GTC and the legal relationship established thereunder between the Provider and the User, are governed by the Czech legal order, in particular by Act No. 89/2012 Coll., the Civil Code.

10.2. The Parties are entitled to provide each other with any notification under the GTC, including withdrawal from the Agreement, via electronic communication to the User's e-mail address stated in the registration form and the Provider's e-mail address: info@mydentlab.com. In this case, the notification is deemed to have been delivered by sending it to the specified e-mail address. In addition, the Provider is entitled to notify the User by means of notification in MyDentLab, when such notification is deemed to have been delivered to the User at the time the User confirms in MyDentLab that it has read the notification. The User can also withdraw from the Agreement directly in the MyDentLab application by clicking on "Delete Lab Forever".

10.3. The payment of any contractual penalty under the Agreement or the GTC shall not affect the right of the injured party to claim damages under the terms of the GTC.

10.4. If, during the term of the legal relationship between the User and the Provider based on the Agreement, the User modifies the data that the User has stated in the request form, it is obliged to notify the Provider thereof without undue delay.

10.5. The Parties agree that the Provider is entitled to modify the GTC, in particular with regard to a change in the legislation that requires a change to the GTC. The Provider is obliged to notify the User of a change to the GTC at least 30 (thirty) days before the intended effectiveness of the modification of the GTC. The User is entitled to terminate the new version of the GTC of the Agreement no later than on the day it becomes effective. The notice period in this case is one month and begins the day following the termination notice is provided to the Provider. During the notice period, the Agreement is governed by the terms of the GTC prior to the change.