



**Manchester Imaging**  
ARTIFICIAL INTELLIGENCE DENTAL SOFTWARE

**Manchester Imaging Limited**

Room E43,

Sackville Street Building Sackville Street,

Manchester, M1 3BU

United Kingdom

[www.manchester-imaging.com](http://www.manchester-imaging.com)

Dated: 17<sup>th</sup> June 2022

## **Commercial Terms**

**Free Trial Terms:** Your time-limited free trial starts immediately after sign-up. At the end of your trial, you have the option to begin your subscription. Your eligibility and access to use an AssistDent free trial offer is determined solely by Manchester Imaging Limited

**AssistDent Subscription Terms.** Annual Plan paid monthly:

Once your free trial period ends you will be prompted to sign up for an 'Annual plan, paid monthly' subscription. Your subscription begins as soon as your initial payment is processed.

Your subscription will automatically renew monthly without notice until you cancel. You authorise us to store your payment method(s) and to automatically charge your payment method(s) every month until you cancel.

We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month of your annual contract until you cancel. Monthly price is subject to annual CPI based price increases., and we will notify you of any rate change with the option to cancel.

If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date. If your primary payment method fails, you authorize us to charge any other payment method in your account. If you have not provided us a backup payment method(s) and you fail to provide payment, or if all payment methods in your account fail, we may suspend your subscription.

You can edit your payment information anytime in your Stripe billing portal page.

For European Economic Area customers, your bank may require you to authenticate your initial purchase using a password, a one-time code sent to your mobile number, or biometric recognition. When you authenticate, you also authorize us to charge your payment method for your additional purchases without providing us further payment information or other instructions (i.e., we will initiate future payments independently).

Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licenses or products.

**Cancellation Terms:** You can cancel your subscription anytime via your Stripe billing portal page or by contacting Manchester Imaging customer support [support@manchester-imaging.com](mailto:support@manchester-imaging.com). If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, you'll be charged a lump sum amount of 20% of your remaining contract obligation and your service will continue until the end of that month's billing period.

Registered in England and Wales. Registered Number: 09098192

Registered address: Manchester Imaging Limited C/O Slater Heelis Limited 86 Deansgate Manchester M3 2ER,  
United Kingdom

## **EULA (End User License Agreement)**

These Standard Terms & Conditions ("Agreement") are provided by Manchester Imaging Limited ("Manchester Imaging") to the customer ("Customer") each, a "Party"; collectively, the "Parties".

### 1. DEFINITIONS

Terms used in this Agreement which are capitalized shall have the definitions set forth below or elsewhere in this Agreement.

"AssistDent" means AssistDent software product.

"Documentation" means all on-line help files or written instruction manuals regarding the Use of AssistDent.

"Intellectual Property Rights" means all existing and future patents, utility models, designs, algorithms, and other industrial property rights, copyrights, and moral rights and trade secrets, trademarks, trade names and other proprietary or similar rights, including all applications and registrations with respect thereto.

"Invoice" means document produced by Manchester Imaging and sent to Customer listing the AssistDent service to be licensed to Customer by Manchester Imaging, including the period of licence and payment terms.

"Update" means any bug-fix, workaround and/or minor enhancement to AssistDent made available by Manchester Imaging to the Customer or generally to its end users at its absolute discretion from time to time pursuant to the support and maintenance services hereunder and the terms and conditions of this Agreement, but excluding any new release or product marketed and licensed by Manchester imaging (or its licensors) as a new release of AssistDent or a new product. Safety-critical or required regulatory change Updates shall be made available to Customer by Manchester Imaging without charge regardless of if Customer is at the time receiving support and maintenance services hereunder and shall be subject to the terms and conditions of this Agreement.

"Use" means accessing AssistDent via the internet or an installation on a personal computer in and specifically covered by Licenses specified in the Agreement solely (a) by Customer or individuals under the employment of Customer or who are students enrolled with Customer (b) to serve Customer's internal business purposes. Customer shall not give advice regarding use of AssistDent that has not been determined to be safe or may lead others to violate any law, or accepted medical or ethical standards or Manchester Imaging's Documentation. Use is further limited pursuant to Section 3 below.

### 2. LICENCE GRANTS

The terms and conditions of this Agreement and no others shall apply to AssistDent rightfully acquired by Customer for the duration of this agreement and in accordance with the following provisions notwithstanding any different or additional terms on any purchase order or other document.

Grant of License. Subject to Customer's payment of the fees provided for in the Invoice and subject to compliance by Customer with the terms hereof and therein, Manchester Imaging grants to Customer a non-exclusive, non-transferable license to AssistDent.

Reservation of Rights. All right, title and interest in and to AssistDent and all Intellectual Property Rights in and to AssistDent (including but not limited to all computer codes, animations, logos, images and text therein) are the sole and exclusive property of Manchester Imaging. AssistDent is protected by the laws of England and Wales, the European Community ("E.C.") and international treaty. All rights not expressly granted herein to Customer are reserved to Manchester Imaging.

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### 3. LICENSE RESTRICTIONS

Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

- sell, lease, license, sublicense, encumber or otherwise deal with any portion of AssistDent or Documentation;
- decompile, disassemble, alter, copy, or reverse engineer any portion of AssistDent
- write or develop any derivative software or any other software program based on AssistDent or any Intellectual Property Rights of Manchester Imaging
- provide, disclose, divulge or make available to, or permit use of AssistDent by persons other than Customer's students and staff without Manchester Imaging's written consent; or
- remove any titles, trademarks, and copyright and other proprietary or restrictive legends or notices.

In the event Customer develops any software derived from AssistDent in violation of the immediately preceding sentence ("Work Product"), Customer hereby assigns to Manchester Imaging such Work Product and any rights with respect thereto.

Additionally, Customer agrees that Customer will itself, or through any parent, subsidiary, affiliate, agent or other third party comply at all times with the Use limitations for the following specific editions of the Product:

AssistDent® shall be utilized for any lawful clinical, teaching, or learning purpose by Customer subject to the terms and conditions of this Agreement. Customer agrees to use the approved medical device version of AssistDent in accordance with the intended use, indications, contraindications, warnings and precautions as stated in the labelling.

### 4. SUPPORT AND MAINTENANCE

Customer shall be entitled to receive support and maintenance with respect to AssistDent; provided, however, provision of support and maintenance is conditioned on the payment of all fees referenced in the Invoice.

### 5. DISCLAIMER OF WARRANTIES

Manchester imaging disclaims all warranties, express, implied or statutory, including without limitation the implied warranties of non-infringement, title, merchantability or fitness for a particular purpose (even if Manchester Imaging had been informed of such purpose), or any warranties arising from course of dealing, course of performance, or usage of trade. Customer hereby acknowledges and agrees that in each jurisdiction in which any such disclaimer is unenforceable, the duration of any such implied warranties is limited to thirty (30) days from the date the license is made available to customer.

### 6. LIMITATION OF LIABILITY

Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, to the extent permitted by applicable law, Manchester Imaging will not be liable for any indirect, exemplary, special, consequential, or incidental damages of any character, including but not limited to damages for computer malfunction, loss of information or data, lost profits and business interruption, and the cost to obtain substitute software, arising in any way out of this agreement or the use of (or inability to use) AssistDent however caused and whether arising under a theory of contract, tort or any other legal theory, even if

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Manchester Imaging was advised of the possibility of such damages. In no event will Manchester Imaging's total liability to customer relating to this agreement or the use (or inability to use) AssistDent exceed the amount paid by customer to Manchester Imaging shall not be liable for any claims of third parties relating to AssistDent.

No employee, agent, representative or affiliate of Manchester Imaging has the authority to bind Manchester Imaging to any oral representations or warranty concerning AssistDent or Services. Any written representation or warranty not expressly contained in this Agreement is unenforceable.

## 7. TERM AND TERMINATION

Term. This Agreement shall remain in effect unless terminated pursuant to the termination provisions in this Section. This Agreement shall remain in effect unless terminated upon thirty (30) days prior written notice to the other Party, such termination subject to the termination provisions of this Section.

Termination for Breach. Either Party may terminate the Agreement on thirty (30) days written notice upon a material breach by the other Party of any representation, covenant, warranty or term of this Agreement that is not cured within thirty (30) days after written notice thereof by the non-breaching Party; provided that the notice and cure period provided in this Section shall be ten (10) days after written notice thereof by the non-breaching Party in the event of a breach of an obligation to make a payment as and when required by this Agreement .

Termination for Bankruptcy. Either Party may terminate this Agreement in the event that the other Party files a petition for bankruptcy or is adjudicated bankrupt, becomes insolvent or a receiver or trustee is appointed for the other Party or its business.

Effects of Termination. Within fourteen (14) days after the date of termination of this Agreement for any reason whatsoever, each Party shall return or destroy all Confidential Information of the other Party in each Party's possession. All unpaid payment obligations of Customer shall survive termination. The provisions of Sections "Definitions", "License Fees", "Disclaimer of Warranties", "Limitation of Liability", "Term and Termination", and "General Provisions" shall survive any termination of this Agreement.

## 8. GENERAL PROVISIONS

Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Manchester Imaging may assign this Agreement in the event of a merger, sale of all or substantially all of the stock, assets or business, or other reorganization involving Manchester Imaging in which Manchester Imaging is not the surviving entity, and Customer's prior written consent shall not be required in such instance. Any attempted assignment in violation of this Section shall be null and void. Without limiting the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

Waiver, Amendment, Modification. No waiver, amendment or modification, including by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the Party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any Party of any default in performance on the part of the other Party under this Agreement or of any breach or series of breaches by the other Party of any of the terms or conditions of this Agreement will constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions within. Performance of any obligation required of a Party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other Party; such waiver will be effective only with respect to the specific obligation described therein.

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Force Majeure. Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance beyond its reasonable control, including without limitation fire, natural disaster, earthquake, accident or other acts of God ("Force Majeure"), provided that the Party seeking to delay its performance gives the other written notice of any such Force Majeure within fifteen (15) days after the discovery, and further provided that such Party uses its good faith efforts to cure the Force Majeure. This Section will not be applicable to any payment obligations.

Indemnification. Customer will defend and indemnify Manchester Imaging, its affiliates, and its and their officers, directors, employees, and agents against any claim by any third party based on

(i) the negligence of the Customer or its affiliates or agents, or (ii) the breach of this Agreement.

Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive, but will be cumulative upon all other rights and remedies set forth in this Agreement allowed under applicable law.

Governing Law, Language, Disputes. This Agreement will be governed by the laws of England and Wales, without regard to principles of conflicts of law. The parties agree that this Agreement shall be interpreted and construed in English without regard to any other language. The Parties agree that any and all disputes or claims between the parties shall be decided by binding arbitration to occur in the City of Manchester in the United Kingdom in accordance with the Arbitration Act of 1996, as amended and/or revised from time to time. The arbitrator shall have exclusive authority to resolve any and all disputes or claims between the parties, including relating to the interpretation, applicability, enforceability or formation of this Agreement. English shall be the sole language of any arbitration proceeding or proceedings.

Attorney Fees. In the event that either Party is required to retain the services of any attorney to enforce or defend any matter or claim arising out of or in connection with this Agreement between the Parties, the prevailing Party will be entitled to recover from the other Party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable attorneys' fees) incurred in the proceeding as determined by the arbitrator.

Entire Agreement. The Parties acknowledge this Agreement expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either Party to the other except such as are expressly set forth in this Agreement. The Parties further acknowledge that this Agreement supersedes any and all prior agreements, written or oral, between the Parties with respect to the matters set forth herein.

Standard Terms of Customer. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the licensing of AssistDent will have any effect on the rights, duties or obligations of the Parties hereunder, or otherwise modify, this Agreement, regardless of any failure of Manchester Imaging to object to such terms, provisions or conditions.

Compliance With Law. Both Parties agree to comply with all applicable E.C., national, provincial, state, and local laws, directives and regulations in performing their duties hereunder. In particular, Manchester Imaging shall comply with 93/42 EEC and provide a declaration of conformity available at [www.manchester-imaging.com](http://www.manchester-imaging.com), including any other applicable directives, and provide all documentation required by law.

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Severability. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder will remain valid and enforceable according to its terms. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the Parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy in this Agreement is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth herein will remain in full force and effect.

Notices. All notices shall be in writing sent by trackable commercial courier with written validation of receipt and shall be deemed effected on the day delivered to the respective Parties at the addresses stated in the Invoice or at any other address the Party will specify to the other Party in writing.

Export Laws. AssistDent may be subject to export control laws and may be subject to export or import regulations in other countries and Customer agrees to strictly comply with all such laws and regulations.