

General Terms and Conditions (GTC)

I. Scope of the GTC

This document contains the General Terms and Conditions (hereinafter referred to as GTC) for the use of the software on the Dicomlab Platform, owned by the Service Provider, for the surgical planning of innovative dental implants, as well as for the use of related products and services.

These General Terms and Conditions are effective from December 18, 2025.

A general term is any contractual term that is unilaterally predetermined by its user for the purpose of concluding multiple contracts without the involvement of the other party and which has not been individually negotiated by the parties.

By registering on the Platform, the User expressly accepts these General Terms and Conditions and undertakes to comply fully with them. If the GTC is not accepted during registration or if the User does not comply with the requirements applicable to Users, the User is not entitled to use the Dicomlab Platform. This GTC is continuously available from the User's profile page. All documents related to the use of the Platform can be found under the Profile/Documents menu.

The GTC defines the fundamental obligations of Users related to the use of the software, the operation of the software, and the general conditions for using the services. The processing of patient personal data by the Service Provider on behalf of the User is governed exclusively by the separate Data Processing Agreement (DPA). The GTC does not regulate all conditions related to the use of the Platform, particularly not the usage instructions for the "Smart Guide design software module". The GTC also does not regulate services accessible through the Platform but provided by third parties, including services offered in the Prosthetics module or by Diagnostic Partners.

II. Definitions

a) Service Provider: Dicomlab Dental Ltd.

- Headquarters: 6726 Szeged, Szent Györgyi Albert Street 2.
- Tax number: 26261274206

- Company registration number: 06 09 024162
- Company court: Company Court of Szeged Tribunal
- Managing Director: Dr. Endre Varga
- Website: www.dicomlab.com
- Email: info@dicomlab.com
- Central phone number: +36 30 160 7141

b) User: A dentist, oral surgeon, or other specialist with a dental or oral surgery diploma enabling them to perform dental procedures offered by the Platform. The User is the end-user of the Platform. The User can purchase products and services described on the Platform. According to applicable laws, the User is not considered a consumer; thus, contracts under this GTC do not adhere to legal requirements established exclusively for consumer rights and obligations.

c) Prosthetics Service Provider: A certified legal entity specializing in dental technology, manufacturing dental prostheses to execute prosthetic plans created on the Platform. Prosthetic services available on the Platform are provided by third parties, not the Service Provider. These services are governed by the Prosthetics Service Provider's terms and conditions.

d) Diagnostic Partner: A legal entity producing CBCT and oral scan diagnostic images for surgical and/or prosthetic planning on the Platform operated by Dicomlab. These services are provided by third parties, not the Service Provider, and are governed by the Diagnostic Partner's terms and conditions.

e) Mentor Doctor: A trained dentist or oral surgeon with significant expertise in the Platform's surgical planning, who creates surgical plans (treatment plans) for Users, upon request, and provides product recommendations for successful execution of a specific surgical procedure.

f) Retail Price: The end-user price at which Users purchase products and services through the Platform. The current price list is available under the Profile/Documents section. Retail prices include VAT, unless otherwise indicated.

g) Distributor: A legal entity selling products to Buyers, providing warranties and services, and issuing invoices for sold products. The Distributor of products and services found on the Platform is Dicomlab for the "Implantology" and "Webshop" sections; for "Prosthetics" section products and services, a third party (Prosthetics Service Provider) acts as the Distributor; the Distributor for services provided by the "Diagnostic Partner" is the Diagnostic Partner itself.

h) Webshop (or Marketplace): A section of the Platform allowing Users to purchase products online. The Service Provider's products and services can be ordered and purchased through the Webshop.

i) Dicomlab Platform (or Platform): The software developed and owned by the Service Provider, providing dental products and services for dentists/oral surgeons. The Platform's services are divided into three parts – (1) Implantology, (2) Prosthetics, (3) and Marketplace/Webshop – which are separate but interconnected sections. The Platform is accessible at <https://dicomlab.com>.

j) Smart Guide design software module: A specialized software within the Platform's Implantology section, serving as the dental surgical planning subsystem. It is a medical device under MDR (EU 2017/745).

k) Implant (or "Dental Implant"): A specific type and brand of dental implant used by the User during computerized surgical planning and surgery. The Service Provider's Smart Guide design module allows for the insertion of various implant brands. Some manufacturers' implants are digitally integrated into the Smart Guide design software module, automatically loading the selected implant's dimensions into the design module. For non-integrated implants, the User must manually enter relevant dimensions based on the implant's documentation.

l) Surgical Tray: A collection of tools necessary for a dental implant surgery with a specific implant, including drilling sleeves and corresponding drills. Some manufacturers' Surgical Trays are digitally integrated into the Smart Guide design software module, supporting the planning of surgeries with these trays and the placement of implants using guides created by the Service Provider. The design module does NOT support surgical planning with non-integrated surgical trays.

m) Universal Guided Kit (UGK): A Surgical Tray designed and distributed by the Service Provider, allowing the execution of implant placement surgeries with various types and brands of implants. The UGK is exclusively usable with guides containing drilling sleeves designed and supplied by the Service Provider. UGK is digitally integrated into the Smart Guide design software module. The UGK is a medical device under MDD (Council Directive 93/42/EEC of 14 June 1993) / MDR (EU 2017/745).

n) Protocol: The written methodology issued by the Surgical Tray manufacturer, which Users must follow to properly place the implant, including the use of the Surgical Tray components.

o) Guide (also "Surgical Guide", "Template", or "Surgical Template"): A patient-specific surgical template perfectly fitting the patient's jaw surface, allowing the dental surgeon to perform guided drilling for implant placement through the Guide. Guides assigned for use with the Surgical Trays integrated into the Smart Guide surgical planning module are created using drilling sleeves manufactured or approved by the Surgical Tray manufacturer, or, if supported by the Surgical Tray manufacturer, without them. The Guide is classified as a Class I. medical device under the EU 2017/745 MDR Regulation and is considered a Custom-Made Device (CMD).

p) Stackable Guide: A Surgical Guide used for full or partial denture rehabilitation. It consists of three parts: the "base frame", the "positioning guide", and the "drill guide". The positioning guide and drill guide attach to the common base frame component. The base

frame provides the reference point planned in the digital surgical plan for the drill guide and Immediate Temporary Denture. The positioning guide aims to place the base frame using existing teeth as reference points. The positioning guide must be removed after placing and securing the base frame, followed by the removal of existing teeth, bone reduction, possible bone grafting, and attaching the drill guide to the base frame. Drilling/pre-drilling of implant locations is done through the drill guide, which is then removed after drilling. Implant placement must be performed as specified by the surgical tray manufacturer. The Immediate Temporary Denture ordered with the Stackable Guide must be placed on the base frame and attached to the implant abutments, after which both can be removed from the mouth. The Immediate Temporary Denture can be reinserted after the final anatomical correction. The Stackable Guide does not support bone reduction or grafting. The Stackable Guide can be ordered with or without Immediate Temporary Denture. The Stackable Guide, in its physically printed form, is classified as a Class I Custom-made Medical Device (CMD) under Regulation (EU) 2017/745 MDR.

q) Immediate Temporary Denture: A denture prepared upon the User's custom order at the same time as the Stackable Guide, which attains its final position and shape after adaptation by the doctor in the patient's mouth. The Immediate Temporary Denture is made based on digital data (CBCT and oral scan images) sent to the Service Provider before surgical planning. The Immediate Temporary Denture shall be placed on the implants abutment immediately after their placement using the Stackable Guide base frame. The final shape of the Immediate Temporary Denture must be modified by the doctor based on professional judgment. Immediate Temporary Denture is usable for up to 3 months from patient placement, after which it must be replaced with a permanent denture. The Immediate Temporary Denture is classified as a Class IIa Custom-made Medical Device (CMD) under Regulation (EU) 2017/745 MDR.

r) .stl: A computer file format used in computer-aided design (CAD) and 3D printing. Certain products offered by the Service Provider – primarily Guides and Stackable Guides – can be downloaded in this format. Files downloaded in this format are not considered medical devices, and the Service Provider assumes no responsibility for their potential further medical use.

III. Products and Services

The Platform is a comprehensive software system specifically developed for the surgical planning of dental implants and supporting related operations. The software aims to assist dentists, oral surgeons, and other professionals in planning, preparing, and executing treatments, thus increasing the accuracy and success of surgical procedures. Services include:

- 1 Visualization: The Service Provider creates graphics containing surface-based 3D objects ("triangle mesh") from the diagnostic inputs (CBCT images and oral scan images) uploaded by the User to the Platform, facilitating surgical planning. The

graphics and original diagnostic inputs can be viewed simultaneously in the Smart Guide design module, and their visibility can be toggled separately.

- 2 **Surgical Planning:** Users can create detailed surgical plans using the Smart Guide design software module, considering the patient's unique anatomical features and optimal implant positions. The planning process includes selecting the type, size, and location of implants. The Smart Guide design software module user manual is available in the Profile/Documents menu.
 - 3 **Plan Recommendation Service:** This service provides Users with the assistance of a highly experienced Mentor Doctor in implant surgical planning. The Mentor Doctor can create a preliminary surgical plan that is feasible and medically appropriate. Users are not obliged to accept the preliminary plan; they may reject it, modify it themselves, or request modifications from the Mentor Doctor. However, modifications can be requested only once per implantation case. The Plan Recommendation Service does not exempt the User from their own medical responsibility and the diligent review of the plan. By accepting the preliminary plan created by the Mentor Doctor, the User declares it medically appropriate, and any order based on the accepted plan is considered as if the User had created the plan themselves.
 - 4 **Articulated Tooth Setup Service:** This service enables the creation of an implant plan that matches the shape, size, and precise location of the given dental restoration. The service is primarily for visualization purposes for the patient ("smile design"), and the final teeth's position, shape, and color may differ from those shown in the plan. Certain services are available only with this package.
 - 5 **Guide Ordering:** Users can order surgical guides (including Stackable Guides) from the Service Provider to execute surgical plans with high precision. Guides can be ordered in 3D-printed form ("3DP" or "physical design") or the guide's computer file can be ordered alone ("STL" or "STL download"). In the case of file purchases, Users are responsible for printing the guide and inserting the necessary sleeves for surgery. The Service Provider emphasizes that printing surgical guides may constitute manufacturing of medical devices, thus MDR (EU 2017/745) regulations may apply.
 - 6 **Prosthetic Planning:** The software supports the planning of dental prostheses, including crowns and bridges, ensuring they fit perfectly with the planned implants and the patient's oral cavity. Prosthetic services are provided by third parties, not the Service Provider, and are governed by the provider's contractual terms.
 - 7 **Training and Support:** The Service Provider offers training and technical support for using the software, helping Users fully utilize its functionality.
 - 8 **Marketplace / Webshop:** The Service Provider's products and services can be purchased through the Platform's Marketplace / Webshop section.
 - 9 **Immediate Temporary Denture:** The Immediate Temporary Denture is purchased on the Dicomlab Platform at the same time as a Stackable Guide. The Service Provider's subcontractor designs and manufactures it. The Service Provider offers this service as an intermediary to the User. The User must inform the patient using the temporary denture that it is only usable for up to 3 months from placement, after which it must be replaced with a permanent denture.
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IV. Rules for Purchasing from the Webshop

User Registration: Users must create an account on the Platform, providing accurate and up-to-date information. During registration, the User must enter the professional details of the practitioner performing the surgery, not the legal entity employing them. Users can specify the billing details of the legal entity within which they conduct their medical activities and on whose behalf they place orders. Users may only order goods and services for their own use.

Ordering Process:

- **Placing Orders:** Users select products or services on the Platform. The ordering process begins when the User confirms and completes the necessary steps for placing the order. The sales price of products and services included in the order is indicated next to the products in the webshop and can also be found in the "profile/documents/dicomLAB price list" document.
- **Order Confirmation:** After placing the order, the User receives an automated confirmation immediately. This automated confirmation only acknowledges receipt of the order and does not constitute acceptance by the Service Provider to fulfill the order.
- **Formal Confirmation:** Within 3 working days, the Service Provider sends a formal confirmation email (Contract Confirmation) to the User, committing to fulfill the order.
- **Order Rejection:** The Service Provider reserves the right to reject the order, especially if the User has overdue payments to the Service Provider.

Initiating Surgical Planning: The Service Provider undertakes to create the visualization necessary for surgical planning based solely on diagnostic inputs that fully comply with the Platform wizard's protocol. Within business hours and within 4 hours of receiving the images, the Service Provider will create a graphic for visualization purposes from the diagnostic inputs and upload it to the Platform for surgical planning (so-called "case preparation") for the User. The Service Provider's business hours (CET) are from 8 am to 4 pm. Orders placed after 1 pm on the given day are processed the next business day. Otherwise, the Service Provider reserves the right to attempt case preparation without a guaranteed deadline or reject the request and require new diagnostic images. If the diagnostic images received by the Service Provider are unsuitable for case preparation, the Service Provider will immediately notify the User and, optionally, the Diagnostic Partner.

Payment Method: Payment can be made via bank card or bank transfer on the Platform. Bank card payments are processed through the payment service provider www.stripe.com. If the User chooses bank transfer, the purchase price must be paid after receiving the invoice within the specified payment deadline.

Billing: The Service Provider issues and sends the invoice to the User upon delivery of the product/service. The invoice is automatically issued to the billing name and address provided during User registration. The invoice includes the payable VAT. If the User provides an EU VAT number during registration, the invoice for non-Hungarian but EU orders will be issued according to the EU reverse charge VAT rules. If the User does not provide an EU VAT number, the invoice will always include Hungarian VAT.

Shipping Terms: The Service Provider undertakes the delivery of ordered products under the International Commercial Terms (Incoterms 2020) DAP (Delivered At Place) within the European Union. For shipments outside the European Union, the Service Provider operates under EXW (Ex-Works) terms. The Service Provider performs delivery with a third-party shipping service selected by the User and promptly informs the User about the start of delivery and the tracking number. The User obtains shipping information from the shipping service provider based on the order number (tracking number). The User acknowledges that the Service Provider is not liable for the shipping service provider's performance and has no obligation to compensate for the shipping service provider's performance.

Digital Service Delivery: For digital products or services, the Service Provider provides direct access to products and services through the Platform. This includes downloadable materials, software access, or the use of online services. Details of access or download of digital offerings will be provided after purchase.

Transfer of Ownership: Ownership of any purchased product transfers to the User upon full payment of the purchase price.

V. User Obligations

To ensure the secure and efficient operation of the Platform, the User undertakes the following obligations:

- 10 **Professional Qualification:** Users must have the necessary professional qualifications for planning and placing dental implants. This includes, but is not limited to, a dental or oral surgery diploma and necessary further training and certifications.
- 11 **Approval of Surgical Plans:** The User designs the surgery in the Smart Guide design module or has it designed by a Mentor Doctor. The final approval of the surgical plan is always the User's responsibility. The User must approve the planned implant position based on its location in the original diagnostic inputs (CBCT scan), not the illustrative graphic.
- 12 **Compliance with Protocols:** The User must adhere to all protocols and guidelines issued by the Service Provider, particularly those related to the surgical planning process, implant selection and placement, and post-operative care. The Smart Guide software module's user manual is in the Smart Guide User Manual available in the Profile/Documents section. The specific surgical protocol for each surgery is sent to the User by the Service Provider along with the Guide.
- 13 **Compliance with Licensing Terms:** The User agrees to use the Platform services only under the conditions defined in this GTC. This includes prohibiting illegal copying, distribution, or modification of the software.
- 14 **Regular Updates:** The User commits to regularly updating the software to ensure the use of the latest version, containing the newest security fixes and features.

15 Feedback and Bug Reporting: Users can actively participate in the software and product development by providing feedback and reporting bugs to the Service Provider's support team. Users can submit feedback on defective products through the "Complaint Form" found in the Profile/Documents section. The forms should be sent to info@dicomlab.com, and defective products should be returned to the Service Provider's address for inspection.

16 Acknowledgment of User Data Processing for Sales and Marketing

The User acknowledges and agrees that the Service Provider, acting as a data controller under the GDPR, collects and processes the User's personal data for its own legitimate business purposes. This data processing is separate from the processing of patient data (which is governed by the DPA) and includes the following:

(a) Data Collected: The Service Provider collects the User's contact details (name, email address, phone number), professional information (qualifications, specialty, practice name and address), platform usage data (features used, cases created, login history), and purchase history.

(b) Purposes of Processing: The Service Provider processes this data for the following purposes:

- To provide and improve the Platform services.
- To send sales and marketing communications, including information about new products, services, promotions, and Platform updates.
- To personalize the User's experience on the Platform.
- To share the User's name and purchase information with the Service Provider's official sales and distribution partners for the purpose of providing localized support, fulfilling orders, and offering relevant products and services.
- To conduct internal market research and analytics.
- For overall service improvement, including analyzing usage patterns to enhance Platform functionality, develop new features, and optimize user experience.
- For internal business intelligence and strategic planning purposes.

(c) Legal Basis: The processing is based on the Service Provider's legitimate interests in operating and growing its business, and in providing Users with relevant information about products and services that may benefit their practice. For direct marketing communications, the legal basis is the User's consent, which may be withdrawn at any time.

(d) User Rights and Opt-Out: The User has the right to object to this processing at any time. The User can manage their communication preferences and opt-out of direct marketing communications by:

- Using the unsubscribe link provided in marketing emails.
- Adjusting preferences in the Platform's account settings.
- Contacting the Service Provider at info@dicomlab.com.

The Service Provider will honor any opt-out request within 30 days. Opting out of marketing communications will not affect the User's ability to use the Platform or receive essential service-related communications.

VI. Liability and Warranty

The Service Provider guarantees that the software meets the described and expected quality requirements but does not assume liability for direct or indirect damages resulting from using the software. The User is solely responsible for all activities resulting from using the Platform and all consequences thereof.

17 Warranty:

- The Service Provider declares that the software is its exclusive property, and no third party has any rights that would prevent the Service Provider from authorizing the User to use the software (legal warranty).
- The Service Provider is liable for the software's operability. If the software does not meet the described functions, the Service Provider must repair or replace it at its own expense.
- The warranty does not cover defects and damages resulting from improper use of the software or modifications made by the User.

18 Limited Liability:

- The User acknowledges that they must comply with applicable laws, including data protection and health regulations, while using the software. As the data controller for their patients' data, the User is solely responsible for ensuring a valid legal basis (such as patient consent or another lawful basis under the GDPR) for the processing of patient data by the Service Provider as outlined in the DPA. The Service Provider is not liable for any legal consequences arising from the User's violations of these regulations.

19 Exclusions:

- The Service Provider is not liable for any advice or information related to the software that is not part of the official service agreement.
- The Service Provider excludes all other direct or indirect liability, particularly for business losses, data loss, or any damages suffered by third parties resulting from using the software.
- The exclusion of liability does not apply if damages result from the Service Provider's intentional or grossly negligent conduct.
- The manufacturer (subcontractor) assumes the warranty for the mediated product/service. By using the Platform, the User accepts that the software and all its functions are available "as is" and "as available" without any further warranty from

the Service Provider regarding the software's performance or suitability for any specific purpose or individual User needs.

VII. Applicable Law

The Parties agree to act in good faith and mutual trust while protecting each other's legitimate interests in their cooperation. The Parties agree to attempt to resolve their disputes amicably through negotiations. In case of failure, they submit to the exclusive jurisdiction of the court at the Service Provider's registered office. For matters not regulated in this GTC, the provisions of Act V of 2013 on the Civil Code (Ptk.) and other relevant Hungarian laws shall apply.

VIII. Amendment of the GTC and Termination of the Contract

The Service Provider reserves the right to amend this GTC and its annexes under Section 6:191 (4) of the Civil Code (Ptk.) of 2013. The GTC may only be amended for a valid reason, such as, but not limited to, significant changes in the Service Provider's operations, changes in the legal background, regulatory decisions, or the introduction of new services. The Service Provider undertakes to make the amended GTC available on its website at least 15 days before its effective date. The Service Provider will notify the User by email provided during registration within 15 days before the amendment. The User must delete their user account within 15 days if they do not wish to accept the amended GTC. If the User does not notify the Service Provider in writing within 15 days, they accept the amended GTC. For the User's information, it is recommended to regularly visit the Service Provider's website at the URL provided at the beginning of the GTC.

IX. Final Provisions

The language of the contracts under the GTC is English.

Changes from Original: Modified Section I (clarified DPA governs patient data), added Section V.7 (User data processing for sales and marketing), and modified Section VI.2 (clarified User's responsibility as data controller for patient data).