

Order Form

SMOP – Implant Planning System

I. Commercial Model

By registering or renewing your registration to the SMOP platform you are participating in the leading implant planning community. You have the chance to load your DICOM, view the data, plan implants, share your planning online with colleagues and friends as well as export data to create templates for the actual patient's treatment.

By registering on the platform you become a "**registered user**". Each registered user signs up for a yearly membership fee, including a minimum consumption of points at the beginning of the term. The membership will be charged immediately after signing up for the "**subscription term**". Within the first 60 days after registering you can cancel your registration free of costs ("trial period"). Swissmeda will charge you back the membership fee (including all *non*-consumed points).

As a registered user you are responsible for your own personal login information and should *under no circumstances share this login information with others*. This is to protect you and your interests in terms of data privacy laws regarding your patient data and also to protect SMOP and our operator Swissmeda for illegal users. You are allowed to login from your own personal computers. All terms and conditions of the subscription agreement for registered users shall apply.

After having paid the yearly membership fee SMOP allows the registered user to download and/or utilize the downloaded software during the subscription term. All functions of the core planning process (for clarification: All major modules, e.g. Template designer, CAD/CAM or functionality, which brings major additional value to registered users, are not automatically included) can be used as part of the membership fee without additional points charged excluding step "Export of Data".

There are two different usage levels: You can register as a Normal User or as a Service Partner User:

Normal User: The yearly membership fee includes a yearly minimum consumption of **400 Points**. The minimum consumption is booked into the registered user account, ready for consumption. At the end of the 12 months subscription term the non-consumed consumption will be booked out of the registered users account. Sharing cases with other registered users (normal and ServicePartner users) is for free. Sharing a case with the user, who is only registered for using the smop App 25 points will be charged.

Export of case data: The export of data in order to create and produce a template and the export of a surgical plan is **not** included in the membership and is priced per use. Each export of data or export of a surgical plan with the goal of producing a template based on the planning will be charged with **150 Pts – 50 Pts** (the first Export is 150 Pts, the second one is 149 Pts., the hundredth is 50 Pts. and all further exports are 50 Pts). The points for the export of the data are charged to the user account the data is exported from. A data set that has been exported can be exported again, without being charged again.

Service Partner User: The yearly membership fee does not include any points e.g. any minimum consumption. This user is not enabled to export case data. He can export the data to his connected Service Partner and will be billed by them. He should ask his connected service partner to export case data.

Depending on the country of the registered user, there are reduced rates for the membership fee. Swissmeda automatically charges the valid rate for your country.

In addition to any local save, each registered user can save his planning cases on Swissmeda's server, hosted by a 3rd party, accessible by internet. The storage of 4 GB online accessible data on the server for each registered user is included in the membership fee, any additional storage can be ordered by the registered user. For each 5 GB additional disc space **75 points** will be charged each year from the registered user's account.

II. Payment Terms

The Total Fees shall be due upon the effective date of the registration. Customer does pay via a web based, integrated credit card process, through a secured https internet connection through WireCard or PayPal.

All Fees are only cancelable or refundable within the trial period. After the trial period fees are non-cancelable and non-refundable.

III. Terms

1. **Site Access and Usage.** Swissmeda has the obligation to maintain and support the SMOP Site, according to Swissmeda's standard operating policies (Subscription Agreement, Service Level Agreement, Data Policy). It is prohibited to log into the system and utilize the functionality in order to share information, such as screen shots with competitors of Swissmeda or any contractual partner of Swissmeda.
2. **Incorporation of Operating Policies.** This Order Form incorporates by reference the terms and conditions of the current version of the Swissmeda Operating Policies.
3. **Compliance with Laws.** Registered user shall not conduct any unlawful project, planning case or other undertaking.
4. **User IDs and Passwords.** Registered user's username/ID is the email address entered during the registration process. Individuals may not share user IDs and passwords, this also applies for registered users working for the same company, clinic, or organization. The login is personally linked and shall under no circumstances be disclosure, shared or misused in any way to the disadvantage of Swissmeda. Any misuse is illegal and will be legally persecuted.
5. **Data Storage and Retention.** SMOP and Swissmeda shall only be obligated and will only retain data (personal data as well as loaded data such as DICOM, plannings, etc.) during the subscription term of a registered user. After the subscription term ended or has been terminated, Swissmeda has the right to delete all data related to the registered user, who has chosen not to extend his subscription term. It is the registered user's obligations to download any relevant data before the end of the subscription term according to the Swissmeda download protocol
6. **User Terms.** This Order Form incorporates by reference the terms and conditions of the current version of the Swissmeda Operating Policies. Swissmeda's Operating Policies can be viewed under <http://www.mysmop.com/login>. All registered users using the Site participating in a planning case must accept online during the installation process, Swissmeda standard agreements (Terms and Conditions) in order to participate. Registered users as well as customers not complying with Swissmeda's standard agreement can be excluded from the system. Before excluding any registered users, Swissmeda will inform the registered user. Any purchased points of the excluded registered user will be refunded Swissmeda.
7. **Personal Data.** Depending on the location of Registered User, the data may cross geographic and/or country borders in route to the servers ("Routing"). Please also read the data privacy policy.
8. **Termination and Extension.** If Swissmeda does not receive a written termination from the registered user within 30 days prior to the end of the subscription terms, the subscription will be extended for another subscription term of 12 months.
9. **Trial period.** Each newly registered user has the opportunity to terminate the subscription within 60 days of signing up to the subscription. The registered user terminating within this trial period will get paid back the not consumed points.
10. **Expiration of this Offer.** This Order Form is valid only if placed by registered user and accepted by Swissmeda. To place the order, registered user must agree online to all terms and conditions or sign this Order Form and return by fax or mail to the attention of the Swissmeda.
11. **Place of jurisdiction** Each Party hereto expressly agrees and undertakes that any conflict, dispute and misunderstanding which may arise between them with regard to this Agreement and any implications thereof, will be under the exclusive jurisdiction of, and will be exclusively submitted to, the courts in the State of the defending Party, in the town where the head office of the defending Party is located, and the law of the forum will apply (without regard however to the "choice of laws" provisions therein). The Parties agree to provide to each other an English translation of all documents presented by them to the courts. Judgments of the foregoing courts will be enforceable in any country.

IV. Definitions

For purposes of the SMOP solution purchased under this Order Form, each capitalized term below shall have the meaning indicated below

“**Contract Year**” means each consecutive twelve (12) month period commencing on the Order Form Effective Date or any anniversary thereof during the Subscription Term.

“**Month**” or “**Monthly**” means a calendar month during the Subscription Term.

“**Points**” are the currency to pay for utilizing SMOP subscriptions or functionality. Functionality points can be used for is e.g. the export of data to create a template. Points are also used to pay for any subscriptions, such as the yearly membership fee for SMOP.

“**Subscription Term**” is the time duration the registered user is allowed to utilize the software or service signed up for in this order form. The subscription term also describes the time period the registered user has available to utilize the points described below as minimum consumption. The standard subscription term is a year (365 days). It starts with the effective date and ends with the end date.

“**Minimum Consumption**” describes the amount of points a registered user has to “consume” during the subscription term. If the registered user did not consume the minimum consumption points, the difference between the consumed and non-consumed minimum consumption will be charged against his account at the end of the subscription fee. Non-consumed minimum consumption points are not refundable, but are part of the yearly membership fee.

“**Membership Fee**” or “**subscription fee**” is the fee charged to the registered user to subscribe to a service and software functionality of SMOP.

“**Registered User**” means an individual user (dentist, technician or lab) who is provided with access to the solution by the customer. A registered user shall only be able to log into the system from one location at the same time. A registered user is not allowed to share his/her login information with anyone. A registered user loads DICOM data and/or views this data and/or plans implants and/or creates templates out of the planning.

A “**Site**” is the Swissmeda operated instance, called SMOP.

QUESTIONS

If you have questions, please send an e-mail to info@swissmeda.com.