

## 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. The fee will be charged immediately after signing up for the **“subscription term”**. Within the first 60 days after registration you can cancel your registration free of costs (‘‘Trial Period’’). Swissmeda or your service partner will charge you back the membership fee.

Each Registered User is linked to a service partner and enabled to easily order services (e.g. implant pre-planning, template design and 3d printing of templates) from his service partner. Your service partner also gives support about how to use the SMOP system. The yearly membership fee depends on the User Type (SMOP configuration), which was registered and is determined by your service partner. Four user types with one feature set each are available:

Features	SMOP User Types			
	VIEWER	SMART	STANDARD	SERVICE PARTNER
Upload Data to Service Partner	X	X	X	n.a.
Create SMOP Case	-	-	X	X
Import/Align Model scan	-	-	X	X
Import/Plan Waxup	-	-	X	X
Insert/Move/Delete/Exchange Implants	-	X	X	X
Approve Implant Planning	X	X	X	n.a.
Order Template from Service Partner	-	-	X	n.a.
Design Template	-	-	-	X
Export Planning Data	-	-	-	X

  

Applications				
Web Upload Portal	X	X	X	X
Desktop App (Win and Mac)	X	X	X	X
iPhone / iPad Viewer	X	X	X	X
Web-Viewer	X	X	X	X
Messenger	X	X	X	X
Cloud Storage	5 GB	5 GB	5 GB	unlimited
Software Updates included	X	X	X	X

*SMOP User Types – Features and Applications (the configuration can be slightly adjusted by Swissmeda. Please go to [mysmop.com](http://mysmop.com) to get latest information)*

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 excluding step ‘‘Export of 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 by your Service Partner.

Depending on the country of the Registered User there are reduced rates for the membership fee. Your assigned service partner or 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 5 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 EUR** will be charged each year.

## 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 Swissmeda's payment provider.

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 disclosed, 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.
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.
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/country 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.

**“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 standard subscription term is a year (365 days). It starts with the effective date and ends with the end date.

**“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](mailto:info@swissmeda.com).