

Blue Sky Bio	Issue Date 06/22/2020	Document No. BS-LS-0160-en	Rev. 0
Material Specification			
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1.0 Item Description:

Identification label for the Blue Sky Bio License Agreement

- 1.1 Material Type: Software - <http://www.blueskybio.com>
- 1.2 Label Size: N/A
- 1.3 Font Style: N/A
- 1.4 Printing: See Addendum 1
- 1.5 Logo: N/A
- 1.6 Special Requirements: N/A

2.0 Applicable Drawings See Addendum 2

3.0 Packaging N/A

4.0 Storage Conditions N/A

5.0 Sampling Requirements N/A

6.0 Inspection Criteria

- 100% proofreading of text is required as a part of DCN implementation

7.0 Change History

DCN # BS-20-087	Rev 0	Replacing Rev 0 of BS-LS-0160
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Addendum 1

--CAUTION: READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING THE SOFTWARE--

LICENSE AGREEMENT FOR USE OF BLUE SKY PLAN™ SOFTWARE

This License Agreement is provided for your reference. To complete the installation and to use the Blue Sky Plan™ software package, you will need to agree to the following terms and conditions:

1. Contracting Parties. The parties in this License Agreement are Blue Sky Bio, LLC (“Licensor”) and the user of the software (“Licensee”).
2. License Grant. The Licensor grants the Licensee a single, non-exclusive and non-transferable license to use the Software, provided Licensee complies with all terms and conditions of this Agreement.
3. Accession to the Agreement. Installing, copying or otherwise using the software signifies that you are expressly agreeing and are bound to the terms and conditions of this Agreement. If you do not agree to the terms and conditions, you may not install, license or use the software, and the software in your possession must be immediately deleted and destroyed.
4. Media Elements. The Licensee agrees that the software may include photographs, clip-art files, templates, forms, animations, sounds, music, advertisements, product promotion and video clips identified for use in the software (collectively called “Media Elements”).
5. Proprietary Rights. The Licensee expressly acknowledges that, as between Licensor and Licensee, the software and the logos, trademarks, emblems, symbols, distinguishing marks, manual(s), technical documentation, Media Elements and other associated material related to the software belong to and are owned by the Licensor and that Licensee has no proprietary interest therein.
6. Transfer. It is expressly forbidden for the Licensee to transfer, license, sublicense, rent, lease or lend the software to any third party or export it outside of the country in which it is licensed to Licensee. Licensee may not assign this Agreement.
7. Consent for Use of Data. The Licensee agrees that the Licensor and its affiliates may collect and use all information gathered and provided by the Licensee during the use of the software. The Licensor may use such information for business purposes, to improve products, provide customized services, distribute marketing material or to sell other products or software. In doing so, the Licensor will not identify the Licensee.

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8. Links to Third-Party Sites. The Licensor is not liable for: (a) the content of any third party sites or services, (b) links contained in third-party sites or services, or (c) for any changes or updates to sites or services of third parties. As applicable, the Licensor shall include links, access to sites and services of third parties only for your convenience and inclusion of any link or access does not imply the endorsement of Licensor of such sites or services.

9. Software/Services. This Agreement applies to updates, supplements, or components of services for the software (collectively called “additional services”) that the Licensor may provide or make available to the Licensee after the date of obtaining the original copy of the software, unless such services are accompanied by separate terms and conditions.

10. The license provided to the Licensee is for a limited time period only. The time period is contained in the activation code for the Licensee’s license. Once the license expires, the Licensee will have to submit a request for a new license. The Licensor can refuse a license request from any Licensee according to the Licensor’s sole discretion.

11. System Requirements. The hardware on which the software is installed conforms to the following minimum system requirements:

- Operating System: Windows 10 Home/Professional 64 bit or OS X 10.10 (Yosemite) or newer
- Processor: Quad Core Intel i7 or comparable
- RAM: At least 16 GB
- Video Card: dedicated NVidia or AMD card, at least 3 GB video RAM (e.g. NVidia GeForce GTX 650, AMD Radeon HD 7750, ...)
- Monitor: 21 inch, resolution at least 1920x1080
- Hard Disk: 5 GB of free space

The Licensor does not guarantee to the Licensee any form of training, support or instruction upon the use of the software.

12. Supervision. The software may be used only by or under the supervision of a licensed practitioner or to fabricate scan appliances or stents for a licensed practitioner.

13. Instructional Manual. The software should not be utilized without careful review of the complete instructional manual located in the ‘Help’ section of the software.

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14. Updates. Periodic updates for the software may become available and it is the Licensee's responsibility to inform Licensor of email address changes. Licensees are urged to check Licensor's website (www.blueskybio.com) for software upgrade announcements.

15. Limitation of Liability. To the full extent permitted by applicable law, The Licensee recognizes and accepts that: a) the software is furnished "as is" and Licensor does not warrant that the software is free of bugs, flaws and defects; b) the Licensor does not warrant that the software meets the specific needs of the Licensee; and c) The licensor expressly disclaims any responsibility for any damage, loss of profits, loss of business, loss of data, damage to computer or peripheral equipment, or any other direct, indirect, incidental, CONSEQUENTIAL, special or punitive damages, and all losses of any kind, arising directly or indirectly from the use of the software, caused to the Licensee, patient or any third party. The foregoing limitations apply even if the software ceases to fulfill its original and intended purpose.

16. Exculpation. The Licensor makes no representations or warranties, express or implied, to the Licensee, a patient or any third party, including, without limitation, warranties of merchantability AND fitness for a particular use.

17. Back-up. The Licensor strongly recommends that the Licensee make a back-up of files regularly. The Licensor is not in any way responsible for the loss of files, data or other information which may be associated with the software.

18. Licensor's Responsibility. The Licensor does not take any responsibility for products or services produced by the Licensee, other labs, scan sites or other companies in the dental industry, whether they are using the software or not. The Licensor is in no way responsible, financial or otherwise, for any complications, injury, discomforts which may result from implant surgery, drugs, anesthetics or otherwise. The use of any software, treatment plan, surgical template or any other related equipment and the effects it has on a patient is solely the responsibility of the clinician.

19. Severability. If any provision of this Agreement is held unenforceable, the remaining provisions will remain in effect with the unenforceable provision omitted.

20. Miscellaneous. a) The intent of Licensor is that the terms and conditions of this Agreement comply with all applicable laws and regulations; b) the Licensee is aware that there are technological measures in the software created to prevent the use of non-licensed software; c) the Licensee may have to reactivate the software if the computer hardware is modified; d) the Licensee may not use any service available on the Internet or otherwise that could damage, disable, overburden, or impair the functionality of the software; and e) Licensee may not modify the software.

21. Licensee's Use. The Licensee may not copy, reverse engineer, decompile or disassemble the software or cause business or financial damage to the Licensor.

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22. Integration. This Agreement constitutes the entire agreement between Licensee and Licensor. It will override all communications, proposals, representations and warranties, written or oral and prevails over any conflicting or additional terms.

23. Termination. This Agreement may be terminated by the Licensor at any time, without prejudice to its right to claim damages, if the licensee violates any of the provisions of this Agreement.

24. Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Illinois, U.S.A., without reference to the principles of conflicts of laws. All disputes hereunder shall be resolved exclusively in the appropriate state or federal court in the City of Chicago, State of Illinois. Licensee consent to exclusive jurisdiction in such venue.

LICENSEE HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND HEREBY DOES AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Final

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Addendum 2

