



Terms and Conditions

Dental Dynamix Imaging

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1. INTERPRETATION

1.1 *Abbreviations of terms used:*

The definitions and rules of interpretation in this clause apply in this agreement.

Business Day - day other than a Saturday, Sunday, or bank holiday in England.

Charges - The fees payable by the client for the provision of the maintenance services, as set out in Section 4 (IT Support) of the Order, as these fees are varied from time to time following the terms of this agreement.

Commencement date - the date specified on the initial support invoice.

Confidential information - all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers, or subcontractors involved in the provision or receipt of the maintenance services, who need to know the confidential information in question (representatives) to the other party and that party's representatives in connection with this agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Client - the person, firm, or company whose details appear in Section 1 of the Order.

Excluded causes implies:

- a. A defect in the manufacturer's design of the equipment.
- b. Faulty materials or workmanship in the manufacture of the equipment.
- c. Use of the equipment with computer equipment or materials not supplied or approved in writing by Dental Dynamix Imaging Ltd.
- d. Any maintenance, alteration, modification, or adjustment performed by persons other than Dental Dynamix Imaging Ltd. or its employees or agents unless approved by Dental Dynamix Imaging Ltd. following clause 8.1(f).
- e. The client or a third party moving the equipment.
- f. The use of the equipment in breach of any of the provisions of the agreement under which the equipment was supplied.
- g. A failure, interruption, or surge in the electrical power or its related infrastructure connected to the equipment.
- h. A failure or malfunction in the air conditioning or other environmental controls required for the normal operation of the equipment, or an error or omission in the correct use of that air conditioning or other environmental controls by the client, or the neglect or misuse of the equipment.

Exclusions: any support services required to restore any malfunctioning or failed maintained equipment to good working order where the malfunction or failure results from or is caused by any of the excluded causes.

Good working order: the equipment operates following the operating manuals.

Location - the location of the equipment at the client's premises as specified in Section 2 of the Order, or any other location as may be agreed by the parties in writing from time to time.

Equipment - the equipment referred to in clause 4.

Support Services - means either the "Standard" or "Premium" service plan set out in Section 5 (IT Support) of the Order as selected by the client.

DDi - Dental Dynamix Imaging Ltd. (registered with company number 7623713).

Operating manuals - all operating manuals, specifications, and other manufacturer documentation relating to the equipment.

Service and Support Information - the document set out in schedule 1.

Term - the term referred to in clause 3.

1.2 Clause, schedule, and headings shall not affect the interpretation of this agreement.

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- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.5 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes e-mail.
- 1.11 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.12 Any words following the terms including, include for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 If there is an inconsistency between any of the provisions in the main body of this agreement and the schedules, the provisions in the main body of this agreement shall prevail.

2. SUPPORT SERVICES

Dental Dynamix Imaging Ltd. shall provide the support services as more particularly described in clause 6, in respect of the equipment, during the hours specified pursuant to clause 5 provided that the client pays the charges on time and meets its other obligations under this agreement and subject to the terms and conditions set out in this agreement.

3. PERIOD OF AGREEMENT

- 3.1 This agreement shall commence on the commencement date for an initial term of three (12) months (initial period).
- 3.1 For the avoidance of doubt, until notice is given the agreement will continue and the client will be liable for the charges subject to price increases.

4. EQUIPMENT COVERED

- 4.1 The equipment initially covered by this agreement is listed in Section 5 of the Order.
- 4.2 Dental Dynamix Imaging Ltd. will send to the client a copy of the schedule of equipment covered (Equipment Schedule) when the client wishes either to add or remove items of equipment from cover. The client will check the Equipment Schedule carefully to ensure that it is accurate, as Dental Dynamix Imaging Ltd. shall charge fees, in addition to the charges, at Dental Dynamix Imaging Ltd. then current standard time and materials charging rates for any item of equipment for which the client has requested service that is not included in the Equipment Schedule.
- 4.3 If the client wishes to include an additional item of equipment supported, Dental Dynamix Imaging Ltd. shall add it to the Equipment Schedule, after an inspection (inspection) of such equipment and the client shall pay

the inspection fee. If the inspection reveals any problems, these will need to be rectified on a chargeable basis before the equipment will be accepted by Dental Dynamix Imaging Ltd. and added to the equipment schedule.

- 4.4 Dental Dynamix Imaging Ltd. may, in its sole discretion, remove any item from the Equipment Schedule if, in Dental Dynamix Imaging Ltd. reasonable opinion, the item of equipment is no longer economic to support or spare parts for the item of equipment are no longer available.

5. HOURS

- 5.1 Dental Dynamix Imaging Ltd. will provide the support services during its stated hours of support and will send an engineer to the client's premises within the response time, as set out in the Service and Support Information.
- 5.2 If Dental Dynamix Imaging Ltd. agrees to provide its support services outside the hours set out in the Service and Support Information, (Schedule 1), it may charge the client for the provision of those services at its then current charging rates.

6. SERVICES PROVIDED

- 6.1 Dental Dynamix Imaging Ltd. will provide the following support services:
- (a) Dental Dynamix Imaging Ltd. shall respond to a request for Technical Support by Telephone or "Chat" Facility or Dashboard Alert.
 - (b) Dental Dynamix Imaging Ltd. will, in the first instance conduct a telephone and remote dial-in assessment of the symptoms/issues experienced within the response time set out in the Service and Support Information (Schedule 1), to diagnose the problem with the equipment, and will notify the client of the problem and whether it is covered by this agreement.
 - (c) If possible, Dental Dynamix Imaging Ltd. will resolve the issue remotely. Where this has not been possible and at Dental Dynamix Imaging Ltd. sole discretion they will deploy an engineer to the client's site to continue with diagnosis and resolution.
 - (d) Dental Dynamix Imaging Ltd. will send an engineer at additional cost to the client, to the client's premises within the response time set out on the Service and Support Information, to diagnose the problem with the equipment, and will notify the client of the problem and whether it is covered by this agreement.
 - (e) If possible, Dental Dynamix Imaging Ltd. will repair the equipment at the client's premises.
 - (f) If it is not possible to repair the equipment on the client's premises, then Dental Dynamix Imaging Ltd. at its option, may choose to remove the equipment for repair. If this is necessary, Dental Dynamix Imaging Ltd. will advise the client of its estimate of the time it will take to repair or replace the equipment and will keep the client informed as to its progress. If the client's file server requires repair or replacement, Dental Dynamix Imaging Ltd. will, within one working day of being notified of the fault either complete the repair or replacement of the equipment, or alternatively lend to the client a file server until the repair or replacement is completed.
 - (g) In the event of repairs, or replacement of the equipment is excluded for any reason under this agreement, Dental Dynamix Imaging Ltd. will notify the client immediately of that fact and if possible, provide an estimate as to how much it will cost to repair or replace the equipment. If the client wishes Dental Dynamix Imaging Ltd. to proceed, Dental Dynamix Imaging Ltd. will carry out the necessary repairs or replacement and will invoice the client accordingly.

7. EXCLUSIONS

- 7.1 Dental Dynamix Imaging Ltd. is not obliged to perform any support where exclusions apply.

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7.2 Where Dental Dynamix Imaging Ltd. is performing or has performed the support services in circumstances where it is established that the equipment was not in good working order due to any of the excluded causes, Dental Dynamix Imaging Ltd. may charge and the client shall pay Dental Dynamix Imaging Ltd. additional fees in respect of that work.

8. CLIENT OBLIGATIONS

8.1 The client shall:

- (a) Ensure that the equipment is installed and kept in suitable premises and under suitable conditions, as specified in the agreement under which the equipment was supplied or the operating manuals, permit only trained and competent personnel to use it and follow any operating instructions as Dental Dynamix Imaging Ltd. may give from time to time.
- (b) Notify Dental Dynamix Imaging Ltd. promptly if the equipment is discovered to be operating incorrectly.
- (c) At all reasonable times permit full and free access to the location and to the equipment to Dental Dynamix Imaging Ltd. It's employees, contractors, and agents, and provide them with adequate and safe working space, and any telecommunications facilities as are reasonably required to enable Dental Dynamix Imaging Ltd. to perform the maintenance services while at the location.
- (d) Provide Dental Dynamix Imaging Ltd. with any information that is reasonably requested in the performance of the maintenance services.
- (e) Take any steps reasonably necessary to ensure the safety of Dental Dynamix Imaging Ltd. Personnel, when attending the location and to notify Dental Dynamix Imaging Ltd. personnel of all health and safety and security policies.
- (f) Not allow any person other than Dental Dynamix Imaging Ltd. to maintain, alter, modify, or adjust the equipment without the prior written approval of Dental Dynamix Imaging Ltd.
- (g) Not move the equipment from the location without the prior written approval of Dental Dynamix Imaging Ltd.
- (h) Only use supplies or materials supplied or approved by Dental Dynamix Imaging Ltd. (approval not to be unreasonably withheld or delayed).

9. CHARGES

- 9.1 The charges for the support services payable in respect of each item of equipment are set out in Section 5 of the Order.
- 9.2 If Dental Dynamix Imaging Ltd. proposes to increase the charges, it shall give no less than 30 days prior notice of increase.
- 9.3 The charges shall include the travel, accommodation, and subsistence expenses in Great Britain of Dental Dynamix Imaging Ltd. employees (including the cost of time spent travelling) incurred in the provision of the support services.
- 9.4 Where client's locations are outside of Mainland UK, Northern Ireland, or Republic of Ireland, Dental Dynamix Imaging Ltd. reserves the right to charge for exceptional travel costs, including but not limited to, flight or ferry costs; also charge for additional allocated service time due to travel schedules dictated by other travel operators/services where those sites are situated outside Mainland UK, Northern Ireland, and Republic of Ireland.
- 9.5 The charges shall not include the cost of any services provide pursuant to clause 7, which shall be charged additionally.

- 9.6 All appointments are subject to a 24hour cancellation notice in writing. Failure of a written notification will result in the full charge of the original appointment.
- 9.7 Payment term of the invoice are 30 days nett.
- 9.8 All charges are exclusive of VAT or any other applicable sales tax, which shall be paid by the client at the rate and in the manner for the time being prescribed by law.
- 9.9 Dental Dynamix Imaging Ltd. reserves the right to withhold the provision of maintenance services on overdue payments until the client has paid all outstanding invoices in full.

10. WARRANTIES

- 10.1 Dental Dynamix Imaging Ltd. represents and warrants to the client that:
- (a) The maintenance services shall be performed:
 - Appropriately by suitable and qualified personnel.
 - Using all reasonable skill and care; and
 - In accordance with all applicable laws and regulations in force from time to time.
 - (b) The client shall have a free and unencumbered title to any replacement parts for the equipment supplied hereunder.
 - (c) The client shall enjoy quiet possession of any such replacement parts and that these will be of satisfactory quality and reasonably fit for purpose; and
 - (d) Dental Dynamix Imaging Ltd. has the full capacity and authority and all necessary permissions, licences and consents necessary to enter, and perform its obligations under, this agreement.
- 10.2 Dental Dynamix Imaging Ltd. does not warrant that the services provided hereunder will cause the equipment to operate without interruption or error.
- 10.3 Except as expressly stated in this agreement, all warranties, conditions, and terms, whether express or implied by statute, common law or otherwise (including fitness for purpose and suitability) are hereby excluded to the extent permitted by law.

11. LIABILITY

- 11.1 Neither party excludes or limits liability to the other party for:
- (a) Fraud or fraudulent misrepresentation.
 - (b) Death or personal injury caused by negligence; or
 - (c) A breach of any obligations implied by section 12 of the sale of goods act 1979 or section 2 of the supply of goods and services act 1982.

12. CONFIDENTIALITY

- 12.1 The term confidential information does not include any information that:
- (a) Is or becomes generally available to the public (other than because of its disclosure by the receiving party or its representatives in breach of this clause).
 - (b) Was available to the receiving party on a non-confidential basis before disclosure by the disclosing party.
 - (c) Was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.
 - (d) Was known to the receiving party before the information was disclosed to it by the disclosing party.

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- (e) The parties agree in writing is not confidential or may be disclosed; or
- (f) Is developed by or for the receiving party independently of the information disclosed by the disclosing party.

- 12.2 Each party shall keep the other party's confidential information confidential and shall not:
- (a) Use any confidential information except for the purpose of exercising or performing its rights and obligations under this agreement (permitted purpose); or
 - (b) Disclose any confidential information in whole or in part to any third party, except as expressly permitted by this clause.
- 12.3 A party may disclose the other party's confidential information to those of its representatives who need to know that confidential information for the permitted purpose, provided that:
- (a) It informs those representatives of the confidential nature of the confidential information before disclosure; and
 - (b) At all times, it is responsible for the representatives' compliance with the confidentiality obligations set out in clause 12.
- 12.4 A party may disclose confidential information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 12.5 Each party reserves all rights in its confidential information. No rights or obligations in respect of a party's confidential information, other than those expressly stated in this agreement are granted to the other party or are to be implied from this agreement.
- 12.6 The provisions of clause 12 shall continue to apply after termination of this agreement.

13. HEALTH AND SAFETY

Dental Dynamix Imaging Ltd. shall procure that its personnel shall, while on site at the location, comply with the client's reasonable health and safety and security policies provided that these policies have been brought to the attention of its personnel.

14. ASSIGNMENT

- 14.1 The client shall not, without the prior written consent of Dental Dynamix Imaging Ltd. assign, transfer, charge, sub-contract, hold on trust or deal in any other manner with all or any of its rights or obligations under this agreement.
- 14.2 Dental Dynamix Imaging Ltd. may at any time assign, transfer, charge, sub-contract, hold on trust or deal in any other manner with all or any of its rights or obligations under this agreement.

15. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. NOTICE

- 16.1 Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered.
by hand or sent by pre-paid first-class post or other next-working-day delivery service providing proof of delivery, at its registered office (if a company) or (in any other case) its principal place of business, or sent by email with an associated delivery and read receipt request.
- 16.2 Any notice or communication shall be deemed to have been received,
- If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address.
 - If sent by post or delivery service on the second business day after posting or at the time recorded by the delivery service.
 - If sent by email the date and time that the sender received a successful delivery and/or read receipt notification.
- 16.3 Clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, writing shall not include e-mail.

17. ENTIRE AGREEMENT

- 17.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

18. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. SEVERANCE

- 19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable and should be signed and agreed by all parties of this contract. If such modification is not possible, the relevant provision or part-provision shall default to the standard agreement. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 19.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. NO PARTNERSHIP OR AGENCY

- 20.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter any commitments for or on behalf of any other party.
- 20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. THIRD-PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

22. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24. JURISDICTION

Each party irrevocably and unconditionally agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including noncontractual disputes or claims). This agreement is entered into upon the date stated on contract agreement.

25. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed or the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

OFF-SITE SUPPORT TERMS AND CONDITIONS



These terms and conditions cover the delivery of off-site remote support, forming a legally binding agreement made between Dental Dynamix Imaging Ltd. and you the client.

The current terms and conditions for the Dental Dynamix Imaging Ltd. Off-Site Support (i.e. the latest revision of this document) will be located on the following web address: <http://www.dentaldynamix.co.uk/terms-and-conditions.html>.

It is the client's responsibility to check this periodically, for amendments.

These terms and conditions may be subject to further conditions or qualifications outlined in additional related agreements between Dental Dynamix Imaging Ltd. and you, the client.

Dental Dynamix Imaging Ltd. will make reasonable efforts to ensure an appropriate level of support. You, the client ensures the following:

- Your Internet Service Provider provides a fault-free connection to the practice.
- Granting remote access to computers and servers when requested from Dental Dynamix Imaging Ltd.
- Cooperation from you, the client when on-site assistance is requested from Dental Dynamix Imaging Ltd.

SOFTWARE

Dental Dynamix Imaging Ltd. helpdesk will endeavour to support all software that is supported by Dental Dynamix Imaging Ltd. Software and hardware that is third-party or unsupported by Dental Dynamix Imaging Ltd. will not be maintained or supported.

LICENSEES

Software installed by Dental Dynamix Imaging Ltd. that requires a license key will be securely stored on our databases. Should the client require to view this license, authorised personnel from the dental practice will need to request this in writing.

RESPONSE

Dental Dynamix Imaging Ltd. holds a strict response policy within the helpdesk, from the initial request of support our helpdesk will endeavour to respond and react to the issue within 4 working hours. Once the issue has been identified, a further 8 working hours is allowed to resolve that issue. Dependent on what the issue is, it could require further time needed.

PASSWORD PROTECTION

If needed, Dental Dynamix Imaging Ltd. will request to securely store a specific password, however other passwords are the responsibility of you, the client.

SERVICES NOT INCLUDED:

- Maintenance that requires an on-site visit will be charged at an additional fee.
- Support for software that is not compatible with the operating system of the computer.
- Support for software that is not supported by Dental Dynamix Imaging Ltd.

OFF-SITE SUPPORT TERMS AND CONDITIONS



PERIOD OF AGREEMENT

The duration of this agreement is twelve months. Dental Dynamix Imaging Ltd. will automatically renew this contract on the twelfth month unless instructed not to in writing from you, the client. Dental Dynamix Imaging Ltd. requires a thirty day notice period from you, the client should you wish to terminate your contract.

NON-PAYMENT BY CLIENT

If the client defaults in payment, Dental Dynamix Imaging Ltd. reserves the right, without further notification, to refuse aid with any technical issues or queries until the account is settled in full.

FORCE MAJEURE

Except in respect of payment liabilities, neither party to this agreement will be liable for failure or delay in performance of its obligations under these terms and conditions due to reasons beyond its reasonable control including acts of war, acts of God, earthquake, flood, riot, embargo, government act or failure of the Internet, provided that the delayed party gives the other party prompt notice for such cause. Where Dental Dynamix Imaging Ltd. has not provided the Internet connection, Dental Dynamix Imaging Ltd. will not be liable, under any circumstances for the connection, the security of the connection, the availability of the connection, the reliability of the connection, the impact of the internet connection on the successful completion of any backups.

LAW

This agreement is subject to English law and the parties submit to the non-exclusive jurisdiction of the English Courts.

DATA BACKUP TERMS AND CONDITIONS



These terms and conditions cover the delivery of DDi Data Backup, forming a legally binding agreement made between Dental Dynamix Imaging Ltd. and you the client.

The current terms and conditions for the Dental Dynamix Imaging Ltd. data backup (i.e. the latest revision of this document) will be located on the following web address: <http://www.dentaldynamix.co.uk/terms-and-conditions.html>.

It is the client's responsibility to check this periodically, for amendments.

These terms and conditions may be subject to further conditions or qualifications set forth in additional related agreements between Dental Dynamix Imaging Ltd. and the client.

Dental Dynamix Imaging Ltd. provide online data backup and will make all reasonable efforts to ensure success. However, complete success depends upon the client to ensure the following:

- Your Internet Service Provider providing fault-free connection to the Dental Dynamix Imaging Ltd. servers.
- The correct data being selected for upload as advised by you the client.
- Inform Dental Dynamix Imaging Ltd. of any changes regarding client server or data location.
- Granting unattended remote access of client server or data location to Dental Dynamix Imaging Ltd.

Dental Dynamix Imaging Ltd. will remotely access and configure the DDi software on your server. However, it is your responsibility to ensure that it is not tampered with either intentionally or accidentally such because of interaction with other software, by a user in your practice or by any other third-party hardware support provider. In the event you believe the configured software has been tampered with, you must notify Dental Dynamix Imaging Ltd. immediately in writing. Dental Dynamix Imaging Ltd. reserve the right to offer revisions of the software at any time.

DEPLOYMENT

A Dental Dynamix Imaging Ltd. technician will install the DDi backup software. Record of the deployment process shall be retained on the client's file. This record will show the configuration of the backup and those folders and file locations, selected by the client. If these folder and file locations change thereafter, Dental Dynamix Imaging Ltd. cannot be held responsible for data not being backed-up if no longer part of the backup policy.

DATA QUALITY

A successful backup is NOT determined by the quality of the data. DDi backup software will successfully backup all client selected data, whether that data is corrupt or otherwise. A back-up failure is defined as an instance where the DDi backup software has failed to run either completely or partially and data in part or in total has not been backed up as a result. Where data, applications and/or programmes are corrupt this data will still be backed up in this corrupt form. It is not the function of the DDi backup software to repair corrupt files or programmes.

FILE RESTORATION

All files backed up on the Dental Dynamix Imaging Ltd. servers will be available for a period of 30 days from the date of backup. Upon a request, by the client to recover a file or group of files, Dental Dynamix Imaging Ltd. will be able to recover files within 72 hours from the initial request. In this instance the file or group of files will be downloaded to Dental Dynamix Imaging Ltd., Sturdee House, 90a Sturdee Avenue, Gillingham, Kent, ME7 2HN. A download of data, direct to site, will be dependent on many factors including but not limited to Internet Service Provider, Internet Service

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Package, internet download speeds, time of day, as such will influence time scales. Dental Dynamix Imaging Ltd. will also re-configure the digital imaging database should a backup/restoration be required; however, this does not include any other third-party software, practice management software or digital imaging software unsupported by Dental Dynamix Imaging Ltd.

DISASTER RECOVERY

In the event of a major data loss by the client involving the loss of entire servers and their contents or the data stored on a server, Dental Dynamix Imaging Ltd. will make all reasonable efforts to provide expert guidance to the client to restore the data to its original state. We will provide such support as is necessary, working with the client or its authorised representative(s) to ensure that system files and data files are restored to any replacement hardware. Dental Dynamix Imaging Ltd. will, at its sole discretion assist in returning data and applications to their previous state. Dental Dynamix Imaging Ltd. WILL NOT restore hardware and network infrastructures, including third party programmes under the terms and conditions of this Dental Dynamix Imaging Ltd. agreement. Dental Dynamix Imaging Ltd. reserves the right to make reasonable charges in accordance with their current fees to reinstate hardware and software.

MAINTENANCE

Where a client has a DDIT, all troubleshooting shall be undertaken in accordance with the terms and conditions of the IT support contract. Where a DDi backup client does not have a Dental Dynamix Imaging Ltd. IT support contract in place, Dental Dynamix Imaging Ltd. shall ONLY remotely access the site's infrastructure with the site's own IT support provider present. If there is not one, then the principal dentist or practice manager or another authorised representative MUST be present. Dental Dynamix Imaging Ltd. shall be limited to the DDi backup software product ONLY. Record of the remote access shall be retained. Dental Dynamix Imaging Ltd. shall not take responsibility or accept any liability for any direct or indirect affect or impact onto the site's IT infrastructure that changes to the DDi backup software by precipitate, or for any charges resulting from third parties. It is for the client's IT support contractor to resolve such conflicts or issues in accordance with their terms and conditions. Dependent on the quantity of data and retention of which, your monthly tariff may be adjusted.

PASSWORD PROTECTION

Dental Dynamix Imaging Ltd. reserves the right to store the DDi backup software password. All other passwords are the responsibility of you, the client.

NON-PAYMENT BY CLIENT

If you default in payment, Dental Dynamix Imaging Ltd. reserves the right, without further notification, to:

- Refuse to download any stored data or complete any disaster recovery process until the account is settled in full. In accordance with our terms and conditions.

Cancellation notice to be given in writing by either party of 30 days.

Cancellation of the contract from either party will result in all cloud backed-up data to be removed from Dental Dynamix Imaging Ltd. servers, on the date set in the notification.

DATA BACKUP TERMS AND CONDITIONS



FORCE MAJEURE

Except in respect of payment liabilities, neither party to this agreement will be liable for failure or delay in performance of its obligations under these terms and conditions due to reasons beyond its reasonable control including acts of war, acts of God, earthquake, flood, riot, embargo, government act or failure of the Internet, provided that the delayed party gives the other party prompt notice for such cause. Where Dental Dynamix Imaging Ltd. have not provided the Internet connection Dental Dynamix Imaging Ltd. will not be liable, under any circumstances for the connection, the security of the connection, the availability of the connection, the reliability of the connection, the impact of the internet connection on the successful completion of any backups.

LAW

This agreement is subject to English law and the parties submit to the non-exclusive jurisdiction of the English Courts.

TOTAL AFTERCARE TERMS AND CONDITIONS



Your proposal and undertaking to pay the premium, where appropriate, is the basis of the contract and forms part of the policy. At the time of entering this agreement you warrant that the equipment is a purchase made from Dental Dynamix Imaging Ltd. that is in good working order and free from any defect.

The current terms and conditions for Dental Dynamix Imaging Ltd. (i.e. the latest revision of this document) will be located on the following web address: <http://www.dentaldynamix.co.uk/terms-and-conditions.html>.

This policy contains details of the cover you have purchased, what is excluded from the cover and the conditions of this agreement:

INCLUDED:

▪ **Warranty:**

Manufacturer warranty and Dental Dynamix Imaging Ltd. extended warranty as set out in the client estimate document.

▪ **Cloud Backup: (see Backup terms and conditions, contract and estimate)**

Dental Dynamix Imaging Ltd. will back up the digital x-ray databases daily.

On some occasions the backup needs maintenance from our helpdesk, with granted access from the client.

▪ **Off-Site Support: (see Off-Site support terms and conditions, contract and estimate)**

TeamViewer will be installed on the relevant workstation, ready with an ID and password for remote access.

The Dental Dynamix Imaging Ltd. help desk is available: 9:00 to 17:00 Mondays to Thursdays and 9:00 to 16:00 on Fridays.

▪ **Loan Unit: (As set out in client estimate document and contract)**

Should your equipment become defective, a loan unit will be available to the client within two working days.

It is the responsibility of the client to ensure their faulty unit arrives safely and securely, to the office of Dental Dynamix Imaging Ltd. It is the responsibility of the client to ensure the Loan unit arrives safely and securely, to the office of Dental Dynamix Imaging Ltd. on return.

EXCLUDED:

1. Breakdown due to:
 - a. Willful act or neglect or misuse of the equipment.
 - b. Use of the equipment by any unauthorised user for anything other than its intended purpose.
 - c. Failure to follow manufacturer's instructions.
 - d. Dismantling, transit, modification, re-installation or the fitting of upgrades or accessories.
 - e. Appliance accessories or peripherals that were not an integral part of the original installation.
 - f. An incorrect or abnormal electrical supply, defects in external wiring, cable or electrical connection not forming part of the original installation.
2. Accidental damage howsoever caused.
3. Theft, fire, lightning, explosion, flood, or other causes external to the Equipment.
4. Rust, corrosion, or water damage.
5. Failure of manufacturer defined engineering replaceable consumables.
6. Repair or replacement covered by a manufacturer recall of the equipment.
7. Any costs where no fault is found, including but not limited to call out charges.

TOTAL AFTERCARE TERMS AND CONDITIONS



The client must comply with the following instructions to have the full protection of their policy. If the client does not comply with these, Dental Dynamix Imaging Ltd. may at our option cancel the policy:

- The client must take all reasonable steps to ensure the equipment is operated and serviced in accordance with the manufacturer's published recommendations.
- Only consumables with specification equal to, or better than that specified by the manufacturer and/or supplier of the equipment or approved by Dental Dynamix Imaging Ltd may be used.
- We retain the right to suspend or cancel cover on any equipment where this is deemed no longer maintainable through poor condition, obsolescence, age, or availability of replacement parts.

In the event of a Dental Dynamix Imaging Ltd. initiated cancellation, provided the premium has been paid in full, you shall be entitled to a proportionate rebate of premium in respect of the unexpired period stated on the contract.

TERMINATION

Cancellation notices to be given by either party is thirty days.

Cancellation of the contract by either party, will result in termination of remote support and cloud backed-up data will be removed from our servers.

FORCE MAJUERE

Except in respect of payment liabilities, neither party to this agreement will be liable for failure or delay in performance of its obligations under these terms and conditions due to reasons beyond its reasonable control including acts of war, acts of God, earthquake, flood, riot, embargo, government act or failure of the Internet, provided that the delayed party gives the other party prompt notice for such cause. Where Dental Dynamix Imaging Ltd. have not provided the Internet connection Dental Dynamix Imaging Ltd. will not be liable, under any circumstances for the connection, the security of the connection, the availability of the connection, the reliability of the connection, the impact of the internet connection on the successful completion of any backups.

LAW

This agreement is subject to English law and the parties submit to the non-exclusive jurisdiction of the English Courts.

IT EQUIPMENT RENTAL TERMS AND CONDITIONS



These terms and conditions cover the delivery of Dental Dynamix Imaging Ltd. computer rental service, forming a legally binding agreement made between Dental Dynamix Imaging Ltd. and you the client.

The current terms and conditions for the Dental Dynamix Imaging Ltd. computer rental service (i.e. the latest revision of this document) will be located on the following web address: <http://www.dentaldynamix.co.uk/terms-and-conditions.html>. It is the client's responsibility to check this periodically, for amendments.

These terms and conditions may be subject to further conditions or qualifications set forth in additional related agreements between Dental Dynamix Imaging Ltd. and the client.

Dental Dynamix Imaging Ltd. will make reasonable efforts to ensure an appropriate level of support, monitoring and maintenance. You, the client ensures the following:

- Your Internet Service Provider provide a fault-free connection to the rental equipment.
- Granting unattended remote access of the file server (whether installed by Dental Dynamix Imaging Ltd. or not), and rental equipment supplied by Dental Dynamix Imaging Ltd.
- The rental equipment is restarted daily and kept powered on, on the agreed evening for patch management/updates to take place.
- You, the client must notify Dental Dynamix Imaging Ltd. immediately of possible failed rental equipment.
- You, the client is responsible for the daily backup of your data (unless agreed in writing that this is managed by Dental Dynamix Imaging Ltd.).

DEPLOYMENT

Dental Dynamix Imaging Ltd. will deliver the rental equipment to the client. Data will be duplicated and transferred to the new rental equipment. Software and hardware that is third-party or unsupported by Dental Dynamix Imaging Ltd. will not be installed. Dental Dynamix Imaging Ltd. will not take responsibility for data located on the clients existing equipment, this data backup is the responsibility of you, the client.

MAINTENANCE

The rental equipment supplied by Dental Dynamix Imaging Ltd. will be monitored remotely only. The Dental Dynamix Imaging Ltd. helpdesk is available between 09:00 to 17:00 on a Monday through to Thursday and 09:00 to 16:00 on a Friday. Dental Dynamix Imaging Ltd. will provide maintenance being the exertion of the best efforts (by such as it considers appropriate) to restore the equipment to a reasonable operating condition following the customer's request for maintenance. Dental Dynamix Imaging Ltd. reserves the right to limit the time our helpdesk spends on support cases with any customer who is deemed to be taking advantage of this service. A maximum of 10 cases per month will be subject to this policy.

SERVICES NOT INCLUDED

Work required as a result of operator error or any other improper use or accident to the equipment or any failure or change in electricity, air conditioning, humidity control or other environmental or operating conditions recommended or approved by the Supplier or equipment manufacturer.

- Electrical or other work external to the equipment.
- Work on any item of the equipment which has been moved, repaired, or tampered with by any person other than key personnel from Dental Dynamix Imaging Ltd.
- Repair or replacement of consumable accessories such as magnetic tapes, disc packs, printer ribbons, ink, paper etc.

IT EQUIPMENT RENTAL TERMS AND CONDITIONS



- Repair to any software whereby the software manufacturer offers a fix or remedy.
- Maintenance that requires an on-site visit will be charged at an additional fee.
- Work where the configuration of the equipment has been changed or additional hardware has been added to the equipment without the knowledge of Dental Dynamix Imaging Ltd.
- Diagnosis of failure of equipment not maintained by Dental Dynamix Imaging Ltd.
- Any fixing or patching of operating systems or applications software not purchased from Dental Dynamix Imaging Ltd. where the supplier considers that a peripheral hardware item of the equipment is no longer readily maintainable, it may (on giving you, the client no less than thirty days prior notice) discontinue maintenance for that peripheral reducing the maintenance charge.
- Negligent use, wilful abuse, or misuse of the equipment.
- Equipment which is airborne or waterborne.
- Replacement of rental equipment due to loss or theft.

DISASTER RECOVERY

Dental Dynamix Imaging Ltd. will endeavour to replace rental equipment, should it become defective and require replacement, within 72 working hours. Data from the faulty equipment will be restored to the new equipment. Software and hardware that is third-party or unsupported by Dental Dynamix Imaging Ltd. will not be installed. Replacement does NOT include/cover computer peripherals.

PASSWORD PROTECTION

Dental Dynamix Imaging Ltd. reserves the right to store the administrative user password and rental equipment passwords. All other passwords are the responsibility of you, the client.

PERIOD OF AGREEMENT

The duration of this agreement is 36 months. Dental Dynamix Imaging Ltd. will retrieve all rental equipment as per this agreement. Dental Dynamix Imaging Ltd. will provide a 30-day notice on rental equipment retrieval. Dental Dynamix Imaging Ltd. will provide a copy of data, located on your file server. Dental Dynamix Imaging Ltd. reserves the right to charge you, the client to restore the item to a condition fit for re-lease, should the item appear to be damaged or defective.

OWNERSHIP

All rental equipment remains the property of Dental Dynamix Imaging Ltd.

NON-PAYMENT BY CLIENT

If you default in payment, Dental Dynamix Imaging Ltd. reserves the right, without further notification, to:

- Refuse to aid with any technical issues or queries until the account is settled in full.
- Refuse to replace rental equipment at the third year of lease or should the device become defective and need replacement until the account is settled in full.

FORCE MAJEURE

Except in respect of payment liabilities, neither party to this agreement will be liable for failure or delay in performance of its obligations under these terms and conditions due to reasons beyond its reasonable control including acts of war, acts of God, earthquake, flood, riot, embargo, government act or failure of the Internet, provided that the delayed party gives the other party prompt notice for such cause.

IT EQUIPMENT RENTAL TERMS AND CONDITIONS



LAW

This agreement is subject to English law and the parties submit to the non-exclusive jurisdiction of the English Courts.