General Terms and Conditions for the Use of the Online Platform of r2 dei ex machina GmbH (Effective as of 03/2026)

1. Scope of Application

These General Terms and Conditions (hereinafter referred to as “GTC”) apply to the free use of the online platform www.r2deiexmachina.com (hereinafter referred to as the “Online Platform”) as well as to all contracts concluded via this platform between r2 dei ex machina GmbH, Niemandsberg 77, 75196 Remchingen, Germany (hereinafter referred to as “we” or “r2 dei ex machina”) and you as our customer (hereinafter referred to as “Customer” or “Buyer”).

Our offers are directed at business customers as defined in § 14 of the German Civil Code (BGB) (hereinafter referred to as “Customer”). This applies to all future business relationships, even if not expressly agreed upon again.

An entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) is a natural or legal person or a partnership with legal capacity that, when entering into a legal transaction, acts in the course of its commercial or independent professional activity.

2. Scope of Services

r2 dei ex machina provides all services described below exclusively on the basis of these General Terms and Conditions. Any deviating terms and conditions of the Customer shall not become part of the contract, even if r2 dei ex machina does not expressly object to their validity.

The customer has the option to purchase various products via the online platform, whereby a product may be software or other services. Delivery of the product or provision of the service takes place via our web shop.

3. Conclusion of the Contract

The listing of a product in the online store does not constitute a binding offer by r2 dei ex machina to enter into a contract with the customer. To purchase products through r2 dei ex machina, the customer may access the corresponding order form and then enter the order details into the provided order form. By clicking the “Complete Purchase” button, the customer submits a binding offer to enter into a contract. Upon submission of the order, these Terms and Conditions become an integral part of the contract. Following the ordering process, the customer will receive an email from r2 dei ex machina containing the order confirmation. This order confirmation already constitutes acceptance of the offer sent by the customer to r2 dei ex machina. Until the “Buy Now” button is clicked, the customer may change or delete the information in the order form at any time.

r2 dei ex machina stores the contract text and sends the customer an order confirmation containing all order details to the email address provided by the customer.

Along with the order confirmation, the customer receives an invoice for the purchased service. The customer agrees that this invoice will be sent exclusively electronically.

The customer can access further information on data protection at any time at https://www.r2dei-ex-machina.com/de/datenschutz.html.

If the customer selects the SEPA direct debit mandate as the payment method, the creditor ID is DE16666500850004827600.

r2 dei ex machina is entitled to reject contract offers without providing a reason.

Since the customer is a business entity, offers from r2 dei ex machina are subject to change and non-binding.

The contract language is exclusively German. Translation errors are not binding.

The customer is not authorized to resell digital content, as defined in Section 327(2), Sentence 1 of the German Civil Code (BGB), to third parties. This includes, in particular, the disclosure of access data for content that has been made available to the customer.

After placing an order, the customer may be offered additional products for purchase (upsells). This again constitutes a request by r2 dei ex machina to submit an offer to purchase the product. To submit this offer, the customer need only click on the order form that appears on the screen. The contract is concluded upon confirmation of the order by r2 dei ex machina. For the order, r2 dei ex machina uses the customer and payment information previously provided. r2 dei ex machina expressly notes that ordering an upsell does not become part of the previously concluded contract but constitutes a separate, additional contract. The customer receives a separate order confirmation for each upsell order.

4. Software

If a delivered product consists of or contains software, such software is provided in accordance with the respective license terms.

This software may only be reproduced, adapted, translated, made available, distributed, modified, disassembled, decompiled, reverse-translated, or combined with other software to the extent expressly permitted by the license terms or applicable laws, in particular Section 69d(2) and (3) and Section 69e of the German Copyright Act.

The purchaser shall indemnify r2 dei ex machina against any liability, as well as against all claims and costs arising from the purchaser’s infringement of third-party intellectual property rights.

5. Prices

The prices in effect at the time of the order apply. All prices are quoted in EUR and are exclusive of value-added tax and sales tax.

The total amount due is payable immediately.

If the subject matter of the contract is an automatically renewing license agreement with a minimum term, r2 dei ex machina is obligated to give notice of price increases at least 3 months before the expiration of the minimum term. In the event of timely notice, the customer is granted a special right of termination until the expiration of the contract term.

r2 dei ex machina is entitled to entrust a third party with notifying the customer.

6. Payment Terms / Default / Termination

r2 dei ex machina offers the customer various payment methods. These are: PayPal, Klarna, credit card payment via Mastercard or Visa, electronic direct debit, Sofortüberweisung, or bank transfer. r2 dei ex machina reserves the right, at its sole discretion, not to offer one or more of the aforementioned payment providers.

If the customer purchases a product related to a license agreement via the r2 dei ex machina order form, the customer grants us permission to use the selected payment method for the individual recurring annual license payments as well. The amount of the payments to be made depends on the product purchased. The prices and the agreed-upon payment period are always clearly listed on our order form.

In the event that the buyer rescinds the contract, we will refund the amount already paid. For this refund, we will use the same payment method that was used for the original transaction. If a SEPA mandate has been issued, a simultaneous chargeback by the customer is therefore not necessary. We are entitled to request proof of the account holder's identity—such as a copy of an official document showing the current address—for verification purposes. If, following a reversal that has nevertheless been initiated and a simultaneous refund by us, the customer fails to repay the amount received without authorization even after a reasonable deadline has been set, we are entitled to request information from the buyer's account-holding bank regarding the account holder's personal data in order to enforce our claims under civil law. Furthermore, we reserve the right to file a criminal complaint in this case.

We are entitled to request copies of official documents for identity verification and plausibility checks.

If the customer has purchased a product in connection with a license agreement and defaults on payment of the annual fee, we are entitled to terminate the underlying agreement for cause. In this case, the customer shall be liable for damages in the amount of our lost profits, less any expenses saved, taking into account the early termination. The resulting damages amount to 80% of the agreed-upon monthly fee from the date of termination until the end of the agreed-upon subscription period. The customer remains free to prove that we have incurred no damages or only minor damages.

If the customer defaults on one or more due payments, r2 dei ex machina is entitled to assign the claim to a third party or to commission a third party to collect the debt.

Claims arising from default beyond those specified in Sections 5 through 7 remain unaffected.

The customer will receive an invoice from r2 dei ex machina for the purchased product. The customer is asked to carefully review the information on the invoice. Corrections to an invoice will be considered only in justified exceptional cases. If the customer requests a correction to the invoice based on errors for which r2 dei ex machina is not responsible, a correction and the resulting amendment to the invoice will be made exclusively if

the request for an invoice correction is received by r2 dei ex machina from the customer within 60 days of the conclusion of the contract and,

the correction concerns the recipient's name, street, and house number or VAT ID, which the customer inadvertently provided incorrectly when placing the order.

r2 dei ex machina is entitled to charge the customer for any additional costs incurred as a result of a requested correction, provided that the correction to the invoice is not necessitated by an error on the part of r2 dei ex machina.

If the contractual relationship between r2 dei ex machina and the performing contracting party ends during the term of the contract, r2 dei ex machina is entitled to terminate the contract with two weeks' notice. r2 dei ex machina hereby agrees in advance to the transfer of the contractual relationship to another contracting party in such a case.

If the contract is transferred to another contracting party following a termination pursuant to Section 10, all mutual claims of the parties shall expire. This does not apply to the extent that the customer is in default of a payment from the period prior to the termination of the contractual relationship between r2 dei ex machina and the performing contracting party.

Notices, in particular notices of termination or rescission, must be submitted exclusively to r2 dei ex machina GmbH, Niemandsberg 77, 75196 Remchingen, Germany, email address:go@r2deiexmachina.com .

In the case of automatically renewing license agreements, r2 dei ex machina expressly notes that these may be terminated by the customer from the conclusion of the contract until 8 weeks before the end of the contract term. Notice of termination must be provided in writing to r2 dei ex machina. If the customer—who is a business operator within the meaning of Section 14 of the German Civil Code (BGB)—does not terminate the subscription 8 weeks before the end of the current contract term, the contract is automatically extended for the period agreed upon at the time of order, unless otherwise agreed. The terms of the automatic renewal, the notice periods, and the expected costs are listed in the order confirmation and can also be viewed on the order summary page.

7. Right of Withdrawal

The statutory 14-day right of withdrawal (§ 312g(1) BGB) applies exclusively to consumers. Businesses generally have no right of withdrawal in the B2B sector.

8. Delivery and Delivery Time, Provision, and Updates

If the purchased product is digital content,
provision begins within two business days of receipt of payment. The product is considered provided when:

The customer has received valid login credentials for a member area of r2 dei ex machina or one of its agents, where access to the digital content is provided.

The customer has been granted access to the digital content by r2 dei ex machina or a vicarious agent via a link.

The customer gains access to the digital content in any other manner and can access it without further action on the part of r2 dei ex machina.

The digital content is provided either via r2 dei ex machina's IT infrastructure or, at the agent's discretion, via the agent's own IT systems. If the digital content is provided by r2 dei ex machina, any restrictions on provision—in terms of duration and quantity—will be specified on the order form and shall constitute an integral part of the contract. If the products are provided via the technical facilities of the agent or a third party, the provision shall be valid for at least 12 months.

Paragraphs 4 and 5 do not apply to continuing obligations and installment agreements. In such cases, the provision of content ends upon expiration of the contract term.

There is no obligation to update digital content within the meaning of § 327f of the German Civil Code (BGB) or within the meaning of §§ 475a(2) in conjunction with 475b(4)(2) BGB with respect to customers who are not consumers.

9. Transfer of Risk

Since the customer is a business entity, the risk passes to the customer as soon as the shipment has been handed over by r2 dei ex machina.

10. Retention of Title

The goods remain the property of r2 dei ex machina until the purchase price has been paid in full.

Prior to the transfer of ownership, pledging, transfer by way of security, processing, or alteration is not permitted without the consent of r2 dei ex machina.

11. Warranty

The statutory warranty rights apply to all contracts between r2 dei ex machina and the customer.

The buyer must report all apparent defects upon receipt of the products, but no later than within 5 business days. Hidden defects that cannot be detected even after an immediate inspection may only be asserted against r2 dei ex machina if the notice of defect is received by us within 6 months of delivery. In the event of justified complaints, r2 dei ex machina GmbH is obligated, at its discretion, to repair the defect or provide a replacement. If the customer does not give us the opportunity to verify the defect—in particular, if, upon request, the customer does not immediately provide verifiable evidence of the functionality in question in a document or via a demonstration—all warranty claims shall lapse. Complaints regarding partial deliveries do not entitle the customer to reject the remaining delivery. These terms also apply in the event of delivery of products other than those specified in the contract.

12. Limitation of Liability

r2 dei ex machina always endeavors to ensure that the website is available without interruptions and that data transmissions are error-free. However, this cannot be guaranteed at all times. Access to the online platform may also be occasionally interrupted or restricted to allow for repairs, maintenance, or the implementation of new features. r2 dei ex machina endeavors to limit the duration and frequency of these temporary interruptions.

In cases of force majeure, our obligations to provide the service are suspended. If this results in a material change in the circumstances existing at the time the contract was concluded, we are entitled to withdraw from the contract. The same applies in the event of energy or raw material shortages, labor disputes, government orders, acts of sabotage, or cyberattacks that impair the error-free operation of the server infrastructure.

r2 dei ex machina bears unlimited liability for willful misconduct and gross negligence, as well as for damages resulting from injury to life, limb, or health.

In cases of slight negligence, r2 dei ex machina is liable only in the event of a breach of a material contractual obligation and only to the extent of the damages typical for this type of contract. A material contractual obligation within the meaning of this provision is an obligation whose fulfillment is essential for the performance of the contract and on whose fulfillment the contracting party may therefore reasonably rely.

The limitations of liability apply mutatis mutandis in favor of the employees, agents, and vicarious agents of R2 dei ex machina.

In all other respects, R2 dei ex machina’s liability is excluded.

13. Dispute Resolution

R2 dei ex machina is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.

14. Credit Bureaus (e.g., SCHUFA/Boniversum)

R2 dei ex machina is entitled to obtain information about the customer from credit bureaus as part of the credit check and to protect against bad debt. Furthermore, to the extent necessary for the performance of the contract and provided the customer has given consent, r2 dei ex machina is entitled to obtain general, standard banking information from the customer's account-holding financial institution for the purpose of a credit check. Based on the customer's consent, r2 dei ex machina transmits data regarding the placement, commencement, and termination of the contract to credit bureaus and obtains information about the customer from them. The transfer and storage of data shall take place in accordance with data protection regulations and only to the extent necessary to safeguard the legitimate interests of r2 dei ex machina, a contractual partner of the credit reporting agency, or the general public, provided that this does not infringe upon the customer's legitimate interests. Irrespective of this, r2 dei ex machina may also transmit data to the credit bureau regarding conduct that violates the terms of the contract (e.g., termination due to late payment, enforcement measures). In accordance with the Federal Data Protection Act and the GDPR, such reports are made only to the extent that this is permissible after weighing all affected interests. Within the scope of the consent granted by the customer, the credit bureau stores and transmits the data to affiliated credit institutions, credit card companies, leasing companies, retail companies—including mail-order businesses—and other companies that commercially provide cash or consumer credit to consumers or offer telecommunications services, in order to provide them with information for assessing the creditworthiness of customers. Address data may be transmitted to companies that are contractually affiliated with the credit reporting agency (e.g., SCHUFA/Boniversum) for the purpose of locating debtors. SCHUFA transmits only objective data without identifying the lender; subjective value judgments, personal income, and financial circumstances are not included in SCHUFA reports. Credit bureaus only provide data if a legitimate interest in the data transfer has been credibly demonstrated on a case-by-case basis. When providing credit reports, the credit bureau may additionally provide its contractual partners with a probability value calculated from its database for the purpose of assessing credit risk (scoring method).

15. Place of Performance, Jurisdiction, Governing Law, Set-off and Assignment, Customer Identity

The place of performance for all claims arising from the contractual relationship is Pforzheim,
if the customer is a business entity.

The exclusive venue for all disputes arising from or in connection with this contract is Pforzheim, provided that the customer is a merchant or has no general venue in Germany or in another EU member state, has moved his permanent residence abroad after these Terms of Use take effect, or his residence or habitual place of abode is unknown at the time the action is filed.

German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. With respect to consumers, this choice of law applies only to the extent that it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has his or her habitual residence.

The customer may set off counterclaims only if such counterclaims are undisputed or have been established by a final and binding judgment. A right of retention may be asserted only with respect to claims arising from the same contractual relationship.

r2 dei ex machina is entitled, at its sole discretion, to request proof of identity, proof of legal age, and proof of the customer's address. If the customer fails to comply with this request within one week, r2 dei ex machina is entitled to terminate the contract without notice, to cease the provision of digital content and the rendering of services, and, if applicable, to demand the return of any goods that have been shipped.

Software License Agreement (Annual License Model)

1. Scope

1.1

This Software License Agreement applies to all business relationships between r2 dei ex machina GmbH, Niemandsberg 77, 75196 Remchingen (hereinafter: **“r2 dei ex machina**”) and you as the customer (hereinafter: **“Licensee**,” whereby this term is to be understood as gender-neutral).

1.2

The business relationships between r2 dei ex machina and the Licensee shall be governed exclusively by the following Software License Agreement in the version valid at the time of the order. Any deviating terms and conditions of the Licensee shall not be recognized. Even if r2 dei ex machina refers to a letter that contains or refers to the Licensee’s or a third party’s terms and conditions, this does not constitute consent to the applicability of those terms and conditions. Such apply only if they have been confirmed in writing by r2 dei ex machina.

1.3

This License Agreement applies only if the Licensee is a business entity (Section 14 of the German Civil Code (BGB)).

2. Subject Matter of the Agreement

In exchange for an annual fee, r2 dei ex machina grants the Licensee the non-exclusive, non-transferable, and time-limited right to use the contractual software solutions (see Appendix 1). The Contract Software is provided digitally and is intended for installation on one or more devices in accordance with Section 3. The Contract Software possesses the characteristics listed in the specifications attached as Appendix 1. Appendix 1 is an integral part of this Agreement. Microsoft Windows is required for the contractual use of the Contract Software. This software is developed by a third-party provider and is not the subject of this Agreement.

2.1

The proper use of the Contract Software in the context of dental treatments or dental laboratory work requires appropriate dental or dental laboratory training. The proper and professional use of the Contract Software is the responsibility of the Licensee.

2.2

The Licensee bears the risk associated with the use of the licensed software.

3. Rights of Use and Conditions of Use

3.1

The right of use is granted as a single-user license, meaning that the contractual software may run on only 1 (one) computer per license. The contractual software may be installed on multiple computers at the same time. Consequently, the contractual software may be executed on only 1 (one) computer at a time per license. It is prohibited to circumvent the copy protection.

3.2

For the duration of the contract term, the Licensee is entitled to reproduce the Contract Software for use on their own computers at a single location. Permitted reproduction activities include installation on a computer’s storage medium, as well as the reproduction activities necessary for the Contract Software to run, such as loading into RAM (random access memory), the CPU (processor), and graphics memory, in order to use the program as intended.

3.3

The Licensee is granted a non-exclusive, non-sublicensable, and non-transferable right to use the Contract Software. The right of use is not geographically restricted. Compliance with country-specific regulations, standards, and laws outside the EU is the responsibility of the Licensee.

3.4

The Licensee may not transfer the Contract Software or the rights granted to it for use to third parties without the prior consent of r2 dei ex machina, and in particular may not make it publicly accessible (including, but not limited to, on the Internet), rent it out, or lease it.

3.5

The Licensee may not modify, decompile, reverse engineer, or disassemble the Contract Software. Furthermore, the Licensee may not make any changes to the Contract Software, either by themselves or through third parties. This also applies to the correction of any program errors.

3.6

A constant Internet connection is required to use the software. The current hardware requirements can be obtained from r2 dei ex machina.

4. License Fees & Payment Terms

The annual license fees are available on the website www.r2deiexmachina.com
The first payment is due immediately upon purchase of the subject matter of the contract.

Available License Models
All software (original version without branding) is available as either a standard version, a rental version, or a pay-per-export version. For the standard version, an annual license agreement is entered into, subject to annual renewal. The agreement guarantees access to new software versions (updates, if available), additional modules (separate fee), and bug fixes.
Rental versions have lower upfront costs but a higher annual license fee. For both the standard and rental versions, the software will be deactivated if the user terminates the agreement or fails to pay the annual fee.

Function	Standard Version	Rental Version	Pay-per-export version
Auto-Update	✓	✓	✓
Access to libraries	✓	✓	✓
Activate additional modules	✓	✓	✓

5. Term and Termination

The contract is concluded for a term of one year. The contract may be terminated at any time 8 weeks prior to the end of the term. Add-on modules are linked to the term of the base versions. Upon termination of the base version, any remaining term of the add-on modules expires.

6. Updates, Support, and Maintenance

During the term of the contract, the Licensee shall have access to all regular updates of the software. Bug fixes, updates, upgrades, and new modules may require an update to the performance specifications to the extent necessary to reflect the changes to the contractual software and its use implemented by the respective bug fixes, updates, upgrades, or new modules.
Unless otherwise specified, bug fixes and updates from r2 dei ex machina released during the license term will be provided to the Licensee free of charge.

7. Rights to the Software

All copyrights and other intellectual property rights in the Software remain with r2 dei ex machina. The Licensee is not authorized to decompile, modify, or analyze the Software, unless expressly permitted by law.

8. Licensee's Claims for Defects

8.1

The functionality of the Contract Software is governed by the Statement of Work (Exhibit 1) and the description provided in the Software Documentation. Technical data, specifications, and performance claims contained in public statements, particularly in advertising materials, do not constitute representations of quality.

8.2

Claims for defects do not apply to defects resulting from the use of the Contract Software in a hardware and software environment that does not meet the usage requirements (see "Performance Description" at www.r2deiexmachina.com) or for changes and modifications that the Licensee has made to the Contract Software without being entitled to do so under a statutory provision, this Agreement, or prior written consent from r2 dei ex machina.

8.3

The Licensee must inspect the Contract Software for obvious defects immediately upon receipt and, if any are found, notify r2 dei ex machina immediately. Otherwise, liability for such defects is excluded. The same applies if such a defect becomes apparent at a later date. Section 377 of the German Commercial Code (HGB) applies. In the event of a material defect in the Contract Software, r2 dei ex machina is initially entitled to subsequent performance, i.e., at its own discretion, to remedy the defect (repair, e.g., by providing a bug fix) or to provide a replacement (provision of a version free of the defect). In the event of a replacement delivery, r2 dei ex machina may provide the customer with a new version of the contractual software, unless this results in an unreasonable impairment for the Licensee. r2 dei ex machina may modify the contractual software so that no third-party rights are infringed, provided that this does not substantially alter the actual scope of services.

8.4

The Licensee's right to, at its discretion, reduce the purchase price or withdraw from the contract in the event that the rectification or replacement delivery fails twice remains unaffected. There is no right of withdrawal in the case of minor defects.

9. Other Obligations of the Licensee

9.1

The Licensee is obligated and shall ensure that its employees and all other persons who handle the Contract Software also undertake to

a
comply with the relevant provisions for the installation, operation, and use the Contract Software,

b
not to use the Contract Software in a manner that circumvents its intended purpose and the performance specifications,

c
strictly follow all installation and maintenance instructions provided by r2 dei ex machina (including necessary updates and/or modules),

d
immediately notify r2 dei ex machina of any significant malfunctions or errors in the contractual software.

9.2

The Contract Software may be subject to export laws and regulations of the European Union and other countries. The Licensee is responsible for complying with all applicable export, import, and regulatory laws and regulations.

a

The Licensee warrants that it is not listed on any of the U.S. government's lists of restricted persons. The Licensee is prohibited from (i) using the Contract Software in countries subject to a U.S. embargo or in violation of export laws or regulations of the European Union or the United States, or from permitting others to access or use the Contract Software under such circumstances, or (ii) the Contract Software may not be used in the following countries/territories: Crimea (Ukraine), Cuba, Iran, North Korea, Sudan, South Sudan, Syria. The list of countries/territories may be amended as necessary based on regulatory, compliance, or other concerns. In the event of such changes, the Licensee will receive an updated list, which may include entries relating to specific products or modules and shall become binding immediately upon receipt.

b

The Licensee's failure to comply with these provisions shall be deemed a material breach of the terms of this Software License Agreement.

10. User Data

By activating or using the Software, the Licensee acknowledges that anonymous user statistics and serial-specific online access information regarding licensing mechanisms (e.g., IP addresses, PC hardware identifiers, driver/software versions and signatures) may be collected by the software for the purposes of improving the software experience, protecting the software license, providing software upgrades, and
software recall checks. To protect patient anonymity, the Licensee is required to transmit any patient data collected in connection with service requests in a manner that does not allow for identification. In the internal relationship between the parties, r2 dei ex machina is entitled to collect the following information from the Licensee:

a

Software license data required for the detection of piracy and unlawful use
of the contractual software, (i) software usage data, including
access to cloud-based software and/or libraries, and (ii) anonymized
case data, including 3D files and cached data (in compliance with applicable regulations in the EU and the U.S.).

b

unless prohibited by applicable local laws or
regulations: (i) license serial numbers, installation details, online access information (e.g., IP addresses, PC hardware identifiers, driver and software versions and signatures), and other individual installation details
for each sublicense, as well as (ii) the names and addresses/email addresses of the legal
entities of Licensees (which r2 dei ex machina collects, for example, through the
Licensee's mandatory online registration as a prerequisite for
use of the licensed software).

11. Liability

11.1

r2 dei ex machina shall be liable in cases of intent and gross negligence, as well as for damages resulting from injury to life, limb, or health, in accordance with statutory provisions.

11.2

In cases of slight negligence, r2 dei ex machina shall be liable only for the breach of a material contractual obligation (cardinal obligation) whose fulfillment is essential for the proper performance of the contract and on whose compliance the Licensee may regularly rely. In such cases, liability is

limited in amount to the foreseeable damage that typically must be expected to occur. Otherwise, r2 dei ex machina shall not be liable in cases of slight negligence.

11.3

In all other respects, liability is limited to the annual license fee, but not to exceed EUR 5,000.00.

11.4

The foregoing provisions also apply in favor of the legal representatives and vicarious agents of the Licensee.

12. Data Protection and Data Security

r2 dei ex machina undertakes to comply with the EU General Data Protection Regulation (GDPR). The Data Protection Agreement (DPA) is an integral part of this contract (see “Data Protection Agreement” at www.r2deiexmachina.com).

13. Jurisdiction

13.1

The place of jurisdiction for all disputes arising from or in connection with these Terms and Conditions is the registered office of r2 dei ex machina.

13.2

This contract is governed by German law, excluding those provisions that refer to the law of another country. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply.

14. Final Provisions

14.1

Amendments and supplements to these provisions must be made in writing. This formality requirement may only be modified by written agreement.

14.2

In the event of a loophole, the contracting parties undertake to replace the missing provision with a contractual provision that reflects the mutual intent of the parties. The same applies if a loophole arises because a provision is invalid or void, and no statutory provision is available to fill the loophole.

Effective as of: March 31, 2026

Service Description

Minimum Hardware Requirements

Operating system: Windows 11, 64-bit
Processor: Dual-core, 2.8 GHz; Intel Core i7, 3 GHz recommended RAM: 4 GB; 8 GB recommended
Required storage space: 50 GB (primarily for the database), recommended 200 GB (primarily for the database)
Graphics Card: NVIDIA or ATI, 1 GB RAM; NVIDIA GTX 1060 with 6 GB RAM recommended

MasterCP

MasterCP (Master Control Program), the control program for IOS scan data. For digitally inspecting, editing, and correcting 3D scan data (STL, PLY, OBJ).

General:

- "Quality-checked" stamp on the data set

- Automatic transfer of patient information, defined preparation margins, occlusal plane, and median plane to ModelCreator software such as Fix-it-Erik (r2 dei ex machina), Didex (Dentona), MagicModel3D (Baumann-Dental), as well as BiteReg (r2 dei ex machina) and SilaBite (Siladent)
- Automatic generation of a control model.

Functions for occlusal position:

- Automatic fine-tuning of the occlusal contact relationship according to the MI algorithm (Master Intelligence)
- Occlusion chart for visualizing occlusal contact points
- Free upper/lower jaw position optimization based on contact relationships
- Manual, targeted upper/lower jaw alignment based on corresponding contact points
- Maxillary/mandibular repositioning to achieve a therapeutic position
- Maxillary/mandibular alignment based on the occlusal plane / median plane
- Lock or protrude the

maxillary/mandibular occlusal position

Functions for the preparation margin:

- Defining and automatically exposing the preparation margin
- Option for separate processing of individual stumps
- Relocate / adapt the preparation margin
- Option to modify the preparation margin independently of the scanned 3D data (followed by an automatic remash algorithm)
- Apply / remove / smooth the abutment
- Apply / remove / smooth gingival preparation

Fix it Erik

Fix it Erik is a model builder for creating digital dental models from IOS data (intraoral scans). Supported file formats include 3STL, PLY, and OBJ.

- “Easy-to-use” job management
- Wizard-guided workflow; no computer experience required
- Free choice of base type
- Add-on (building up) to iOS scan possible
- Smoothing, adding material, and removing material on the entire model
- Import CAD data to create a mock-up model
- Custom selection of split-cast geometry and magnet type
- Creation of “digital” sawing models
- Penetration report as a grinding aid for early contacts
- Honeycomb structure specifically developed for 3D printing
- Engraving of the patient’s name or order number
- Creation of a custom model type database
- STL, OBJ, PLY import and open STL, PLY export

Includes just Arti

Enables alignment of models in the articulator, including plaster-free articulation. Transfer can be performed in accordance with the zebris facebow.

- Plaster-free single-jaw articulation for all articulators with a height of 126 mm and Splitex synchronization
- Can be used in conjunction with the “Move” and “Lift” hardware components from Baumann-Dental
- Integration with RotoClick from DENTAG / BriegelDental
- Integration of the LMF System CADdata 3D
- Median alignment according to the occlusal plane / median plane
- Patient-specific alignment according to the zebris facebow

Implant Module

Expansion module for the Fix-it-Erik base version for implant models.

- Flexibility in processing IOS data (intraoral scan data). The standard procedure involves importing a scan abutment scan and an emergence profile scan, which are then matched to each other within the software. However, it is also possible to work with just a single scan abutment scan. In this case, the software automatically calculates the scan abutment from the data set, and the emergence profile can be designed by entering parameters.
  In addition, multiple scan abutment or emergence profile scans can be matched directly within the software to form a single data set, thereby allowing the model analogs to be fitted and the models to be created. Implant models in the upper and lower jaws in occlusion can be created together.
- Fit parameters (offset) for the analogs intended for 3D printing can be set separately in the X, Y, and Z dimensions. This allows the height discrepancy between the implant and the model analog to be avoided by making the necessary adjustments for printing inaccuracies. All settings can be adjusted independently for each implant analog. Default settings

(default values) based on the implant type can be stored in a database.
- Libraries of model analogs from Straumann, Camlog, Medentica, Dentaurum, NT-Trading, Rübeling&Klar, and others are available. The libraries are continuously expanded and updated.

Orthodontics

This add-on module for Fix it Erik enables the easy creation of planning models for orthodontics (KFO) from IO data (intraoral scans).

- Simple wizard-guided workflow
- Automatic smoothing of transition areas to the base shape
- Automatic alignment of scan data based on the occlusal plane, median plane, and tuberal plane

BiteReg

Software for designing bite templates, denture bases, setup bases, overlays, transfer keys, and bite forks; as well as support pin or arrow angle registries, snoring splints, and check bites.

- “Easy-to-use” order management
- Wizard-guided workflow; no computer experience required
- Automatic undercut detection
- Additional blocking function: “flooding”
- Fully automatic detection of the boundary line
- Cylinder deblocking function for designing open abutments (implantology)
- Customizable area for additional hollowing (spacer), e.g., at the palatal suture, freely definable
- Various edge designs (dimensions) can be freely defined at any location
- Quick design of retentions or holes by marking an entire area
- Stamping of the patient’s name or order number
- Integration of anterior tooth rows into the occlusal ridges
- Design of anti-snoring splints (silensor-sl)
- Simultaneous modeling of the maxilla and mandible
- Fully automated calculation of support pins and writing plates
- Additional geometries for IPR registries and AVOSAX registries
- Deriving the opposing arch from bite blocks/splints (control bite)
- Overlay Situ or preliminary bite scan
- Standard tray geometries stored for initial impressions
- STL, OBJ, PLY import and open STL export

Includes blockOut Implant

Extension module for automatic positioning of impression posts.

- Automatic detection of implant orientation after clicking on the healing cap
- Creation of custom impression post geometries
- Automatic exposure of the access opening
- Automatic blocking of posts in cases of divergent axis directions

cadBack Frida

The goal of the cadBack-Frida software development was to provide ceramicists with a way to make precise and customized reductions on the framework surface according to their color scheme.

- The design of the fully anatomical frameworks can still be carried out by a CAD technician.
- The ceramist then independently performs the color-specific reduction. In this way, color understanding and design come together.
- This optimizes the cross-departmental workflow, avoids manual rework on the frameworks, and eliminates discrepancies between the CAD and ceramics departments.

easyTainer

The goal of the development, in collaboration with a manufacturing center, was to create an easy-to-use software application for designing retainers in two different shapes. A positioning aid was also to be developed.

- “Easy-to-use” order management
- Wizard-guided workflow; no computer experience required
- Simultaneous design for the upper and lower jaws
- Automatic sulcus detection with a definable distance from the retainer attachment
- 2 retainer types: wire retainer or lingual retainer
- Display of occlusal interference contacts in false colors
- Automatic elimination of occlusal interference contacts
- Freely definable positioning template

Quality Check

The goal of this software development was to provide dental labs, dental practices, and milling centers with a quick and easy way to analyze digital designs or scan data and compare them with one another. A state-of-the-art best-fit algorithm enables stable and meaningful target-actual comparisons.

- Wizard-guided workflow
- One-click best-fit alignment
- Restriction of the fit range
- Meaningful color representation of deviations
- Generated test report with logo and screenshots
- Undercut and preparation analysis
- Wall thickness and connector analysis
- Input of a shrinkage factor to adjust ZrO_2 frameworks/data prior to sintering
- - 1STL import and PDF export

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General Terms and Conditions for Software Development by r2 dei ex machina GmbH (Effective as of 03/2026)

1. Scope of Application

These General Terms and Conditions (“GTC”) apply to all business relationships between r2 dei ex machina GmbH, Niemandsberg 77, 75196 Remchingen (hereinafter: **“r2 dei ex machina”**) and you as the customer (hereinafter: **“Buyer**,” whereby this term is to be understood as gender-neutral).

The business relationships between r2 dei ex machina and the Buyer are governed exclusively by the following GTC in the version valid at the time of the order. Any deviating terms and conditions of the Buyer are not recognized. Even if r2 dei ex machina refers to a letter that contains or refers to the terms and conditions of the Buyer or a third party, this does not constitute consent to the applicability of those terms and conditions. Such terms and conditions apply only if they have been confirmed in writing by r2 dei machina.

These General Terms and Conditions apply only if the buyer is a business entity (Section 14 of the German Civil Code (BGB)).

The Software License Agreement also applies to the purchase of a software license. It can be available on the r2 dei ex machina website.

2. Conclusion of the Contract

The offer is made by r2 dei ex machina and may be made in writing or in text form (e.g., via email). The offer is valid for 30 days (“Offer Period”).

The purchase contract is concluded when the buyer accepts r2 dei ex machina’s offer within the offer period by means of a clear and binding declaration in written or text form and notifies r2 dei ex machina of such acceptance before the expiration of the offer period.

r2 dei ex machina will then immediately confirm the purchase to the buyer via email to the email address provided by the buyer.

Order processing and communication generally take place via email. The buyer must ensure that the email address provided for order processing is correct and that emails sent by r2 dei ex machina to the buyer can be received at this address. If spam filters are in use, the buyer must ensure that all emails sent by r2 dei ex machina can be delivered.

All collected data will be processed in accordance with data protection laws for the purpose of fulfilling this and future orders. Further information regarding the protection of your data can be found in the Privacy Policy on the r2 dei ex machina website.

Offers from r2 dei ex machina are always subject to change without notice. Contracts and other agreements—including, in particular, verbal side agreements and representations made by employees or representatives—become binding only upon confirmation by r2 dei ex machina in written or electronic form. Illustrations in catalogs, brochures, and on the website are not binding. We reserve the right to make changes to the design.

Obvious errors, typographical, printing, or calculation errors are not binding on r2 dei ex machina. In the event of a calculation error, r2 dei ex machina is entitled to correct the prices quoted by r2 dei ex machina. In this case, the buyer is entitled to withdraw from the contract by notifying r2

dei ex machina within one week of being notified of the error. Other claims are excluded.
If financing of the purchase price by a third party is planned, r2 dei ex machina is entitled to request proof of financing prior to delivery.

3. Quantities and Dimensions

All quantities in the buyer's orders are based on information provided by the buyer. If discrepancies are subsequently discovered, any resulting additional costs shall be borne by the buyer, unless the discrepancies are due to a fault for which r2 dei ex machina is responsible.

4. Prices

The purchase price is based on the price specified by r2 dei ex machina in the offer or the respective prices listed on the website www.r2deiexmachina.com.
r2 dei ex machina is bound by the agreed-upon prices for four months from the date the contract is concluded. Thereafter, billing will be based on the respective price lists or Daily prices from r2 dei ex machina. If the list price or daily price exceeds the agreed-upon price by more than 3%, the buyer is entitled to withdraw from the contract. In the case of fixed prices agreed upon in writing or electronically, the fixed price applies only if the goods are accepted on time.
Prices are exclusive of applicable sales tax.

5. Payments and Billing

Unless otherwise agreed in writing, the software dongle will be delivered upon invoicing, and the link to the software download will be provided upon receipt of payment.
If, after the conclusion of the contract, there is a significant deterioration in the buyer's financial circumstances that jeopardizes r2 dei ex machina's claim to consideration, r2 dei ex machina may withhold performance—even if it is obligated to perform first—until the consideration is provided or security is posted to r2 dei ex machina. If, despite being given a reasonable deadline, the buyer is unwilling to either perform on a simultaneous basis or provide security, r2 dei ex machina shall be entitled to withdraw from the contract. The statutory rights to withdraw under Sections 323 and 324 of the German Civil Code (BGB) and to claim damages under Section 325 BGB remain unaffected.
Accepted payment methods are bank transfer, credit card, and PayPal.

6. Delivery Times and Dates

Delivery periods and dates are approximate only, unless r2 dei ex machina has expressly designated them as binding in writing. The delivery period begins on the day the order is confirmed, but not before all technical and commercial details have been clarified and all necessary approvals have been submitted. Any changes to the design of the delivered item requested by the buyer during the delivery period shall interrupt and extend the delivery period accordingly.
In the event of unforeseen circumstances, force majeure, or non-delivery by upstream suppliers through no fault of their own, the buyer is entitled to withdraw from the contract if the delivery period is exceeded, after setting a reasonable grace period with a threat of rejection.
Partial deliveries and partial performance are permitted and may not be rejected by the buyer.
If r2 dei ex machina is in default of the contractual performance, the buyer may set a reasonable

grace period in writing or electronically, accompanied by a statement that the buyer will refuse to accept the service after the grace period expires. Upon expiration of this grace period, the buyer is entitled to claim damages for non-performance and/or to withdraw from the contract if the service has not been provided in a timely manner. Setting a grace period is not required in the cases specified in § 323(2) of the German Civil Code (BGB). The buyer's statutory right to rescind the contract under § 324 BGB remains unaffected. The claim for performance is excluded in the event of withdrawal or a claim for damages. If the performance has not been partially fulfilled by the expiration of the period specified in the first sentence above, the buyer is entitled—only if the partial fulfillment of the contract is of no interest to him—to claim damages for non-performance of the entire obligation in accordance with §§ 280 (3), 281 of the German Civil Code (BGB) and/or to withdraw from the entire contract. Withdrawal and the right to claim damages are excluded if the buyer is solely or predominantly responsible for the non-performance or defective performance, or is in default of accepting the delivery. Withdrawal is also excluded if the defect in the performance is insignificant.

Should advance performance by the buyer (e.g., for the installation of a system) be necessary for r2 dei ex machina to fulfill its obligations, r2 dei ex machina will indicate this when submitting its offer. These requirements shall also become an integral part of the contract. Should the buyer fail to fulfill the required preparatory work upon delivery, r2 dei ex machina may invoice the customer for its expenses in accordance with the current terms of service.

7. Acceptance of the Delivered Item

Call-off orders must be fulfilled within 12 months; otherwise, r2 dei ex machina is entitled to charge an additional fee to account for any price increases that have occurred in the meantime.

8. Shipping and Transfer of Risk

Shipment of the delivered goods is at the buyer's own risk. Risk passes to the buyer as soon as r2 dei ex machina has handed over the delivered goods to the carrier. If shipment is delayed due to the buyer's conduct, risk passes to the buyer upon notification that the goods are ready for shipment.

9. Retention of Title

The goods remain the property of r2 dei ex machina (goods subject to retention of title) until all claims—regardless of their legal basis—have been satisfied, even if payments have been made toward specifically designated claims. In the case of an open account, the retention of title serves as security for the outstanding balance.

If r2 dei ex machina withdraws from the contract due to default in payment, the buyer is obligated to surrender the goods subject to retention of title. The buyer's right of possession expires if the buyer fails to fulfill or only partially fulfills its obligations under this or any other contract with r2 dei ex machina. In the event of withdrawal, r2 dei ex machina is entitled, by virtue of the retention of title, to enter the buyer's business or practice premises after prior notice, to remove the delivered goods, and to realize their value to the best of its ability through a private sale to offset the outstanding purchase price, less any costs incurred. Should the subject matter of the contract show unusual signs of wear and tear at that time, r2 dei ex machina has the right to issue an invoice for the resulting reduction in value.

The buyer is entitled to process the goods subject to retention of title in the ordinary course of business and to sell the processed goods, provided that the buyer is not in default of payment, title to the processed goods passes to r2 dei ex machina upon their creation to secure our claims, and the

receivable from any resale is assigned to r2 dei ex machina. The buyer is not authorized to make any other dispositions, pledges, or transfers of ownership by way of security with respect to the goods subject to retention of title. The use of the goods subject to retention of title by the buyer to fulfill other contracts for work and services or contracts for work and materials is equivalent to a resale.
The buyer's claims arising from the resale of the goods subject to retention of title are hereby assigned to r2 dei ex machina, together with all ancillary rights, in the amount of the invoice value of the claim. They serve to secure our claims to the same extent as the goods subject to retention of title. If the goods subject to retention of title are sold by the buyer together with other goods not belonging to r2 dei ex machina, the claim is assigned to r2 dei ex machina only in the amount of our invoice total.
The buyer is entitled to collect the receivable from the resale until such time as this right is revoked—which is permissible at any time within the scope of the security purpose—provided that the buyer is not in default with respect to r2 dei ex machina. Upon our request, which may be made at any time, the buyer is obligated to immediately notify its customers of the assignment to r2 dei ex machina and to provide r2 dei ex machina with the information necessary for collection. The buyer must immediately notify r2 dei ex machina of any attachment or other impairment of the goods subject to retention of title by third parties.
If the realizable value of the security interests held by r2 dei ex machina exceeds r2 dei ex machina's claims by a total of more than 20%—and not merely temporarily—r2 dei ex machina shall, at the buyer's request, release security interests in the corresponding amount at its own discretion.

10. Claims for Defects and Warranty

The buyer must inspect the delivered goods immediately upon receipt with the care reasonably expected under the circumstances for obvious defects and, if any are found, notify r2 dei ex machina immediately. Otherwise, liability for these defects is excluded. The same applies if such a defect becomes apparent at a later date. Section 377 of the German Commercial Code (HGB) applies.
In the event of a material defect in the delivered item, r2 dei ex machina is initially entitled to subsequent performance. Subsequent performance shall be carried out, at our discretion, either by remedying the defect or by delivering a replacement item free of defects at our expense in exchange for the return of the defective item. The buyer's right to a reduction in the purchase price and to rescind the contract remains unaffected in the event that subsequent performance fails.
No warranty is provided for used items. Damage caused by improper handling is not covered by our warranty obligation.
If the buyer or a third party—without our consent—interferes with the products delivered by r2 dei ex machina, in particular by performing improper repairs or by using, attaching, or operating third-party products in conjunction with our products, r2 dei ex machina shall not be liable under the warranty.
If r2 dei ex machina fails to fulfill its obligation to remedy the defect within the prescribed time or in accordance with the contract, the buyer is entitled to a reduction in the purchase price or, at their option, to rescind the contract upon return of the purchased item. There is no right of rescission in the case of minor defects.

Claims for subsequent performance are subject to a one-year statute of limitations. This does not apply if r2 dei ex machina is responsible for the defect due to willful misconduct.
Other or more extensive warranty claims are excluded. This does not affect the buyer's rights arising from a quality or durability guarantee assumed by r2 dei ex machina.
The warranty period is 1 year from delivery. The provisions applicable to merchants under the German Commercial Code (HGB) take precedence.
Excluded from this warranty period pursuant to Section 10.8 of the General Terms and Conditions are warranty claims based on a third party's right in rem to the delivered item. To the extent that the delivered item was supplied by the upstream supplier with a longer warranty period, that period applies—including the start date agreed upon in the relationship with the upstream supplier—and end, also between r2 dei ex machina and the buyer.

11. Cancellation Policy

Right of Withdrawal
You have the right to cancel this contract within 14 (fourteen) days without giving any reason.
The withdrawal period begins 14 (fourteen) days from the date the contract is concluded or from the date on which you or a third party designated by you—other than the carrier—took possession of the goods. In the case of partial deliveries of goods resulting from a single order, the date of the last delivery applies accordingly.
To exercise your right of withdrawal, you must inform us (r2 dei ex machina UG (limited liability), Niemandsberg 77, 75196 Remchingen,go@r2deiexmachina.com) of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by mail or an email). If you make use of this option, we will immediately (e.g., via email) send you a confirmation of receipt of such a withdrawal übermitteln.go@r2deiexmachina.comgo@r2deiexmachina.com
To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising the right of withdrawal before the withdrawal period expires.

Consequences of Withdrawal
If you cancel this contract, we must refund all payments we have received from you, including shipping costs (except for any additional costs resulting from your choice of a shipping method other than the least expensive standard shipping option we offer), without delay and no later than 14 (fourteen) days from the day on which we received notice of your cancellation of this contract. We will use the same payment method you used for the original transaction for this refund, unless expressly agreed otherwise with you; in no event will you be charged any fees in connection with this refund. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever occurs first.
You must return the goods to us (r2 dei ex machina UG (limited liability), Niemandsberg 77, 75196 Remchingen) without delay and, in any case, no later than 14 (fourteen) days from the date on which you notify us of your withdrawal from this contract. The deadline is met if you ship the goods before the 14 (fourteen) day period expires.

You are responsible for the cost of the return shipment.

12. General Limitation of Liability and Statute of Limitations

Unless otherwise provided in these terms and conditions, r2 dei ex machina shall be liable for damages arising from a breach of contractual, pre-contractual, or non-contractual obligations only in cases of willful misconduct or gross negligence. Excluded from this are injuries to the buyer's life, body, or health.

All claims against r2 dei ex machina that are based neither on tort nor on an intentional breach of duty shall be barred by the statute of limitations no later than one year after they become due. Excluded from this are injuries to the buyer's life, body, or health. For these claims, the statutory limitation periods apply.

Claims for personal injury or damage to property used for private purposes under the Product Liability Act remain unaffected by the foregoing provisions.

The above limitations of liability do not apply if the buyer has fraudulently concealed a defect or has provided a warranty regarding the quality of the goods. Liability under the Product Liability Act remains unaffected by these provisions.

13. Invoicing

Invoices are sent electronically. They generally entitle the recipient to a tax credit.

Invoices are issued in the name of the recipient specified in the order, in accordance with the required information under § 14(4) of the German Value-Added Tax Act (UStG).

Subsequent requests for changes that are not due to an incorrect address entry cannot be accommodated. A transfer to a different invoice recipient is therefore not possible.

14. Final Provisions

The place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions is the registered office of r2 dei ex machina. This is currently Remchingen.

This contract is written in German.

German law applies to this contract, excluding any provisions that refer to the law of another country. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention) does not apply.

Any amendments or additions to these provisions must be in writing. This formal requirement may only be modified by written agreement.

In the event of a gap in the provisions, the contracting parties undertake to replace the missing provision with a contractual provision that reflects the mutual intent of the parties. The same applies if a gap in the provisions arises because a provision is invalid or void, and no statutory provision is available to fill the gap.