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Sirona customer 60-day 3-D Dolphin Software Trial

- Dolphin will provide a 60-day trial of the Dolphin software
Dolphin 3D Software Module only will be included in the free trial
The Dolphin Software will be installed and accessible from one computer.
Customer is responsible to provide computer with minimum specifications of Dolphin 3D.(Dolphin will not troubleshoot hardware)
After 60-day's the software will be disabled
During the trial period, Dolphin Sales will be in contact to answer questions / prepare pricing proposal.

Practice: _____

Contact: _____

Street Address: _____

City, State & Zip: _____

Telephone & Fax: _____

E-mail: _____

Sirona installed YES_____ NO_____ Estimated Sirona delivery date: _____

Existing Dolphin User YES_____ NO_____

Software License Agreement Terms

SOFTWARE LICENSEE: Dolphin provides this software program and licenses its use to you, the licensee, pursuant to the following terms: You assume responsibility for the selection of the program to achieve your intended results. The Dolphin Imaging system is intended solely as an aid in the professional diagnosis of dental and facial abnormalities and should never be relied upon for diagnosis and/or treatment planning without the direct involvement and review of a licensed dentist. The Dolphin Imaging system is not intended to replace the diagnostic judgment skill or interpretation of the professional clinician using the system. No guarantee can be given that treatment results will match Dolphin Imaging system's projections.

TRANSFERS: You may not transfer the License Agreement without the written approval of Dolphin Imaging and Management Solutions. Dolphin Imaging and Management Solutions will assess and charge appropriate fees to complete a Transfer of License Agreement.

COPYRIGHT: The SOFTWARE is copyrighted by Dolphin Imaging & Management Solutions under the United States copyright laws and international treaty provisions. You may not duplicate the program or disclose the program to another party.

OTHER RESTRICTIONS: You may not reverse engineer, recompiled, or disassemble or otherwise mock the SOFTWARE.

SEVERABILITY and APPLICABLE LAW: If any portion of this agreement becomes invalid or unenforceable, the remaining portions will continue to be valid and enforceable. The laws of the State of California shall govern this agreement.

WAIVER OF CONTRACTUAL RIGHT: The failure of either party of enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

FREIGHT: All Dolphin products are shipped "F.O.B." from the Dolphin headquarters in Southern California. You are responsible for and agree to pay all shipping costs.

PAYMENT TERMS: As specified on the Proposal Form. Methods: Check, VISA, MC, Discover card (No AMEX) or leasing company.

REMOTE ACCESS: For the benefit of Dolphin technical support, you agree to provide fully functioning high-speed Internet connection with remote access made to Dolphin Support. This connection must be fully functioning prior to your Dolphin installation.

DATA BACKUP: An adequate backup system consists of properly functioning hardware (i.e., tape drives), backup software and regularly executed procedures. You agree to back up your relevant data on a regular basis. You agree that Dolphin will not be held responsible for any data loss caused by inadequate data backups.

ENTIRE AGREEMENT: This document contains the entire agreement of the parties. There are no other oral or written. promises or conditions in any other agreements. This agreement supersedes all previous written or oral agreements between the parties.

Signature

Date