

These are the terms and conditions on which Centaur Software DMCC, License number JLT 69717 (“we”, “us” and “our”) sells the software set out on the attached Quotation / Order and Confirmation to its customers (“you” and “your”):

1. Contract & Entire Agreement

1.1 This Agreement, together with the applicable signed quotation, order form, and confirmation of acceptance (collectively, the “Order”), constitutes the entire agreement between the Parties in relation to Dental4Windows (“Software”).

2. Orders & Acceptance

2.1 Centaur shall only be bound upon receipt of a signed Order from the Clinic and written confirmation or countersignature by Centaur.

2.2 The Order shall specify the licensed modules, number of users, delivery date, and installation date.

3. Software License

3.1 Centaur grants the Clinic a non-exclusive, non-transferable, non-sublicensable right to use the Software solely for the Clinic’s internal dental and administrative operations.

3.2 Ownership of the Software and all related intellectual property rights remain vested in Centaur and/or its licensors.

4. Price & Taxes

4.1 Prices shall be as per the valid quotation issued by Centaur and are valid for thirty (30) days from the quotation date unless stated otherwise.

4.2 All prices are exclusive of VAT. VAT shall be applied in accordance with UAE VAT laws.

5. Payment Terms

5.1 Unless otherwise agreed in writing, invoices are payable in full within **fourteen (14) days** from invoice date.

5.2 Failure to pay by invoice due date entitles Centaur to suspend software access, training, support services and disconnection to any associated regulatory integrations (e.g. Nabidh) until payment is received.

6. Delivery, Installation & Risk

6.1 Centaur shall use reasonable efforts to deliver and install the Software on the agreed dates; however, delays shall not constitute a breach.

6.2 Installation shall be deemed complete when the Software operates in accordance with standard test procedures.

6.3 The Clinic is responsible for ensuring that its IT infrastructure meets Centaur’s published system requirements.

7. Support, Updates & Training

7.1 Unless otherwise stated in the Order, the first twelve (12) months of support and software updates are included.

7.2 Ongoing support and upgrades shall automatically renew on an annual basis unless cancelled in writing at least thirty (30) days prior to renewal.

7.3 Training services, if purchased, shall be delivered in accordance with the quotation. A total of twelve (12) training hours is included. Any unused training hours shall expire twelve (12) months from the date of the first training session.

The initial training session will be conducted onsite. Any subsequent training sessions shall be delivered remotely.

In the event of purchases an additional module, training for such module shall be deducted from the remaining balance of the included twelve (12) training hours, if available.

If the original twelve (12) training hours have already been fully utilized, one (1) hour of training will be provided free of charge for the newly purchased module. Any further training required shall be subject to additional charges.

8. Confidentiality & Data Protection

8.1 Each Party shall keep confidential all non-public information received from the other Party.

8.2 Patient data remain the sole responsibility of the Clinic. Centaur will access patient data only as required for agreed support services and in compliance with UAE data protection laws and DHA regulations.

9. Limitation of Liability

To the maximum extent permitted by UAE law, Centaur’s total liability arising out of or in connection with this Agreement shall not exceed the total fees paid by the Clinic in the twelve (12) months preceding the claim. Centaur shall not be liable for indirect or consequential damages.

10. Term & Termination

10.1 This Agreement shall remain valid for a period of one year from the Effective Date.

10.2 Either Party may terminate this Agreement with thirty (30) days’ written notice in the event of material breach not remedied within such period.

11. Regulatory Compliance

This Agreement is intended to satisfy the UAE audit and licensing requirements applicable to dental clinics operating across the UAE.

12. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates. The courts of United Arab Emirates shall have exclusive jurisdiction.