

SegmentAnyTooth Non-Commercial License – Acceptance Form

This Acceptance Form confirms that the undersigned LICENSEE has read, understood, and agrees to be bound by the terms and conditions of the **SegmentAnyTooth Non-Commercial License** provided by **Dr. Khoa D. Nguyen and Assoc. Prof. Ding-Han Wang**.

By signing below, the LICENSEE requests access to the "SegmentAnyTooth" SOFTWARE for internal research, testing, and evaluation purposes only, and agrees to comply with all restrictions and obligations outlined in the full license agreement.

LICENSEE Information:

- **Name:** _____
- **Position / Title:** _____
- **Institution / Organization:** _____
- **Email Address** (institutional email only): _____
- **Intended Use:** _____

Acknowledgment:

I acknowledge that I have read and understood the SegmentAnyTooth Non-Commercial License. I agree to be bound by its terms, including restrictions on use, redistribution, and use of outputs.

Signature: _____

Date: _____

(Print, sign, and return the scanned version to hi+segmentanytooth@khoanguyen.me)

SegmentAnyTooth

Non-Commercial License

This AGREEMENT governs the relationship between Dr. Khoa D. Nguyen and Dr. Ding-Han Wang (hereinafter referred to as "LICENSOR") and you (hereinafter referred to as "LICENSEE") pertaining to the right to use the software products "SegmentAnyTooth" (hereinafter referred to as "SOFTWARE") for internal research, testing and evaluation purposes only. By downloading or using the SOFTWARE you acknowledge that you have read the AGREEMENT, understand it and agree to be bound by its terms and conditions.

LICENSE TERMS

Introduction

- (i) The LICENSOR's team has developed the SOFTWARE under the lead of Ding-Han Wang (hereinafter referred to as the PRINCIPAL INVESTIGATOR).
- (ii) LICENSEE wishes to obtain a non-exclusive, non-transferable and royalty-free license of the SOFTWARE for internal research, testing and evaluation purposes only as specified in this AGREEMENT. SOFTWARE means the collection of computer code in all forms including, without limitation, both source code and binary code.

In consideration of the above premises LICENSEE agrees as follows:

1 Grant/Scope of License

- 2.1 LICENSOR hereby grants to LICENSEE a non-exclusive, non-transferable, royalty-free license to use the SOFTWARE for internal research, testing and evaluation purposes only. Any commercial use of the SOFTWARE is subject to a separate written agreement.
- 2.2 LICENSOR will not provide any services or support in connection with the SOFTWARE or technical support within the scope of this AGREEMENT.

3. Permitted Use and Restrictions

- 3.1 LICENSEE agrees that it will use the SOFTWARE, and any modifications, improvements, or derivatives to SOFTWARE that LICENSEE may create (collectively, "IMPROVEMENTS") solely for its own internal research, testing and evaluation purposes. The parties understand that it is not the purpose of this Agreement to practice, or to assist, any medical professional or any other person in the practice of, medicine.
- 3.2 LICENSEE shall not use the results of the use of the SOFTWARE or any IMPROVEMENTS to train an own similar algorithm. For the avoidance of doubt, "results of the use of the SOFTWARE or any IMPROVEMENTS" means any data, information, or insights generated by the SOFTWARE or any IMPROVEMENTS, including but not limited to predictions and segmentations.

- 3.3 The sale, lease or rental of any portion of the SOFTWARE or any IMPROVEMENTS and/or the use of any portion of the SOFTWARE or any IMPROVEMENTS in any service or good sold or otherwise made available to third parties is strictly prohibited. LICENSEE further agrees not to use any portion of the SOFTWARE or of any IMPROVEMENTS in any machine-readable form outside the SOFTWARE, nor to make any copies except for its internal use, without prior written consent of LICENSOR.
- 3.4 LICENSEE shall not sub-license, distribute, transfer, disclose or make available the SOFTWARE or any IMPROVEMENTS in whole or in part to another research group of the LICENSEE or to any third party without prior written permission from PRINCIPAL INVESTIGATOR (please submit inquiries by Email).
- 3.5 LICENSEE may make one back-up copy of the SOFTWARE for archival or disaster recovery purposes. This back-up copy must include all copyright information contained in the original SOFTWARE.
- 3.6 LICENSEE agrees to reference the publication <https://doi.org/10.1016/j.jds.2025.01.003> and acknowledge **Dr. Khoa D. Nguyen** and **Assoc. Prof. Ding-Han Wang**, Department of Dentistry, National Yang Ming Chiao Tung University as the creators of the SOFTWARE in any academic publications reporting use of it.

A copy of all reports and papers that are for public or general release that use the SOFTWARE must be forwarded immediately upon release or publication to the PRINCIPAL INVESTIGATOR.

- 3.7 The LICENSOR hereby represents, and the LICENSEE hereby acknowledges, that the SOFTWARE contains substantial trade secrets of the LICENSOR (including without limitation algorithms, methods, and structure and design elements); such trade secrets have been entrusted to the LICENSEE for use only as expressly authorized under this Agreement. LICENSEE agrees to hold all of LICENSOR's trade secrets in confidence, and not disclose them to third parties.

4. Regulated Uses

LICENSEE expressly acknowledges that the SOFTWARE has not been cleared, approved, registered or otherwise qualified (collectively, "Approval") by LICENSOR with any regulatory agency for use in diagnostic or therapeutic procedures, or for any other use requiring compliance with any applicable law regulating diagnostic or therapeutic products, medical devices or any similar product (hereafter collectively referred to as "Regulatory Law"). The Software may not be used for any purpose that would require any such Approval unless proper Approval is obtained. LICENSEE agrees that if it elects to use the SOFTWARE for a purpose that would subject LICENSEE or the SOFTWARE to the jurisdiction of any Regulatory Law or any other law, regulation or governmental policy, LICENSEE shall be solely responsible for obtaining any required Approvals and otherwise ensuring that LICENSEE's use of the SOFTWARE complies with all such laws, regulations and policies. The burden of proof for safe use and handling of the SOFTWARE is entirely the responsibility of LICENSEE.

5. Warranty Disclaimer

- 5.1 THE SOFTWARE IS PROVIDED "AS IS" AND LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT WITHOUT LIMITATION, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE INCLUDING BUT NOT LIMITED TO THERAPEUTIC OR DIAGNOSTICAL PURPOSES OR THAT THE FUNCTIONS

CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE USE OF THE SOFTWARE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY'S PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. FURTHERMORE, LICENSOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. LICENSOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, OR ANY OTHER RELIEF, OR FOR ANY CLAIM BY ANY THIRD PARTY, ARISING FROM THE USE OF THE SOFTWARE.

- 5.2 The LICENSEE expressly acknowledges and agrees that the use of the SOFTWARE, including the use with/or on human subjects, is at LICENSEE's sole risk and to hold harmless and indemnify LICENSOR, and its affiliates, employees or partners, from and against any third party claim arising from or in any way related to LICENSEE's use of SOFTWARE, violation of this AGREEMENT or any other actions in connection with the use of SOFTWARE.

6. Title and Ownership.

Title, ownership rights, and intellectual property rights in and to the SOFTWARE shall remain with LICENSOR.

7. Term and Termination

- 7.1 This AGREEMENT shall become effective upon LICENSOR providing the SOFTWARE to LICENSEE.
- 7.2 Upon evidence of violation of any of the terms under this AGREEMENT by LICENSEE, LICENSOR may terminate this AGREEMENT without previous notice.
- 7.3 Upon termination LICENSEE is obliged to uninstall the SOFTWARE from all its computers and to destroy any copies of the SOFTWARE kept according to this AGREEMENT.
- 7.4 Unless earlier terminated, this AGREEMENT shall automatically expire at the end of 10 years after the execution of this AGREEMENT.
- 7.5 Articles 4, 5 and 6 shall survive the termination or expiration of this AGREEMENT for any reason in addition to those articles surviving by operation of law.

8. Miscellaneous

- 8.1 This AGREEMENT and the license granted herein or any part thereof under this AGREEMENT are not assignable by LICENSEE without the prior written approval of LICENSOR.
- 8.2 Neither party shall use the names or trademarks of the other, its related entities and its employees, or any adaptations thereof, in any advertising, promotional or sales literature, or in any securities reports required by the respective authorities, without the prior written consent of the party so affected.
- 8.3 Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.
- 8.4 This AGREEMENT sets forth the entire AGREEMENT between the parties with respect to the subject matter hereof. No supplement, modification or amendment of this AGREEMENT shall be binding, unless in writing signed by a duly authorized representative of each party to the

AGREEMENT.

- 8.5 Should some or several provisions of this AGREEMENT be ineffective or invalid, or should there be an omission in this AGREEMENT, the effectiveness, respectively the validity of the remaining provisions shall not be affected thereby. An ineffective, respectively, invalid provision shall be replaced by the interpretation of the agreement which comes nearest to the economic meaning and the envisaged economic purpose of the ineffective respectively, invalid provision. The same applies in the case of a contractual gap
- 8.6 The terms stipulated in this AGREEMENT may not be modified in any way without the mutual consent of the parties in writing.
9. Governing Law and Jurisdiction

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF TAIWAN. Any dispute arising from or in connection with this AGREEMENT will be finally settled by the courts of Taipei City, Taiwan.