

iTero Certified Pre-Owned Purchase Agreement Terms and Conditions

version: 8/25/22

iTero Purchase Agreement Terms and Conditions

This iTero Purchase Agreement is entered into between Align Technology, Inc. or one of its subsidiaries ("Align"), and the Customer ("Customer") as of the date that Customer places an Order ("Effective Date"). This Agreement, the Documentation, any Schedules supplied by Align constitute the entire understanding and agreement between the Parties and supersede any and all prior or contemporaneous oral or written communications with respect to the Products and Services. Any different or additional terms set forth in a Customer's Order or similar communications are objected to and shall not be binding on Align unless set forth in a separate agreement executed by Align and the Customer.

By executing this Agreement by placing an Order, the Customer hereby authorizes Align to automatically charge to the credit card provided by Customer to Align on the Website for any and all amounts due by Customer to Align, as set forth in the Order. This includes both one-time charges, product purchases, By executing this Agreement by placing an Order, Customer hereby represents and warrants that Customer is legally authorized to enter into this Agreement with Align.

Definitions

"Agreement" means these terms and conditions, the Order and the Schedules and the document referenced herein and therein.

"Align Copyrights" means all copyrights associated with the iTero Scanner, including without limitation computer programs that are included or associated with the iTero Scanner.

"Align Marks" means all federally registered and common law trademarks owned by Align, including without limitation iTero®, iTero Element®, Invisalign®, SmartTrack®, and ClinCheck®.

"Align Proprietary Information" means the Align Copyrights, Align Marks, and all confidential and/or additional proprietary technology, processes, methods, information, or trade secrets of Align, its suppliers or licensors, including the Align Software, all inventions, know-how, or other proprietary information of any kind used or embodied in the Products, Documentation or other items furnished by Align, and all intellectual property rights arising with respect thereto, and all reproductions or derivatives thereof in any form.

"Align Software" means any Software, including firmware and any updates of such Software or firmware provided by Align which is embedded in or included with the Products or otherwise provided by Align.

"Affiliate" means in relation to any party, any entity controlled, directly or indirectly, by such party, any entity that controls, directly or indirectly, such party or any entity directly or indirectly under common control with such party. For purposes of this Agreement, "control" means the power to direct the management and policies of such party, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Certified Pre-Owned Form" means the iTero Scanner in used condition which may have cosmetic flaws and/or visible defects and which has received "Certified Pre-Owned" certification from Align.

"Charges" means applicable federal, state, local, or foreign sales, use, excise, value added, goods and services, property, customs, documentary, import/export, or similar taxes, tariffs, fees or duties. Charges also include processing fees, handling fees, shipping fees and any other amounts pertaining to provision, shipment, processing, handling, transport or delivery of the Products or Services.

"Destination" means the shipping address as set forth in the Order or any other destination as agreed by Customer and Align in writing.

"Documentation" means the assembly guide, user guide, operation manual and related documentation, marketing or training information and any other instructions or documentation provided to Customer by Align relating to the Product or located on the Website relating to the Products as may be updated by Align from time to time.

"Hardware" means iTero Scanners and other accompanying hardware manufactured by Align but excludes Align Software.

"iTero Element® Battery" means the battery provided by Align for use with the iTero Scanner Wheelstand Model.

"iTero Scanner" means the scanner identified in the Order, which is purchased by the Customer under the terms of this Agreement.

"iTero Scanner Laptop Model" means the iTero Scanner model which uses a Laptop.

"iTero Scanner Wheelstand Model" means the iTero Scanner model which uses a base unit wheelstand.

"Laptop" means the computer laptop to be purchased independently by Customer for use with the iTero Scanner Laptop Model as described in the Documentation.

"Laptop Products" means the Software, hardware and other ancillary products related to the Laptop, either embedded within or provided upon purchase of the Laptop or purchased separately by the Customer.

"Laptop Services" means the services provided by the manufacturer, supplier or service provider of the Laptop in connection with the Laptop or the Laptop Products.

"License Terms" means the iTero Scanner Software License Agreement, or any applicable software license agreement to the Align Software included in the registration process of the scanner.

"Order" means the Order that you placed through the Website..

"Party" means Align or the Customer.

"Parties" means Align and the Customer.

"Patient Data" means any and all patient information stored by Align, including, but not limited to, patient names, patient date of birth, Patient Identification Numbers ("PIDs"), photographs, prescriptions, forms, intraoral scans (including all related file types, e.g. ADF, STL, 3DS, 3DM, RTH, ITR, and UDX files), radiographs, treatment plans, and ClinCheck videos.

"Personal Data" means any information, including Patient Data, relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Product" means the iTero Scanner, including its Hardware in Certified Pre-Owned Form, the Align Software, and any Updates thereto all constituting the iTero System, but specifically excludes any Third Party Products.

"Registration" means registration of the iTero Scanner in the "make it mine" process.

"Registration Date" means the date on which the Customer registers the Product ("Make it Mine" process as described in the Documentation).

"Return Period" means the 30-day period including and immediately following the date of delivery of the Product to the Customer.

"Schedules" means: (1) the payment process schedule; and the (2) Services Plan, support and maintenance services schedule, which is located https://itero.com/rpa_na; each as amended from time to time.

"Service Plan" means the type of plan selected by Customer, as described in the Order, for extended Hardware and Software Warranties, support and maintenance services and other features as described at https://itero.com/rpa_na.

"Software" means any software, including without limitation internal system code, firmware, and/or operating system software.

"Software Configuration" means the configuration selected in the Order

"Support Services" means (i) the support and maintenance and other services for the Product offered under the Service Plan during the Term in accordance with the terms of the Service Plan schedule, or (ii) if no such Service Plan is in effect, services according to Align's then current policy and pricing, in Align's discretion but excluding Laptop Services.

"Term" means a term commencing on the Effective Date and continuing for a period of 36 months from the Warranty Effective Date, unless terminated earlier in accordance with the terms of this Agreement.

"Third Party Products" means any product not manufactured or provided by Align, including the Laptop, the Laptop Products or any other hardware, Software, services, components, accessories, attachments, interfaces, or consumables not manufactured or provided by Align.

"Update" means a new version of, updates, patches, fixes, modifications, extensions, functional improvements, error corrections, enhancements to existing functions, revisions or changes to the Align Software, Hardware updates provided by Align. Updates do not include new features, functionality or other similar upgrades unless specifically indicated in writing by Align and may require additional payments by Customer. Updates are provided by Align based on the iTero Scanner purchased and Software Configuration selected and activated by Customer.

"Warranty" has the meaning defined below.

"Warranty Effective Date" means the earlier of: (i) the Registration Date; or (ii) no later than 30 days from the date of delivery of the Product to the Customer.

"Website" means the Align website at www.myitero.com or www.iteero.com

Term. This Agreement will continue during the Term. Notwithstanding the foregoing, the Agreement will terminate, including the License Terms, on the earlier of: (i) thirty days after receipt of a written notice by a Party to the other Party that the Agreement is terminated or (ii) the date on which the Customer sells, transfers or disposes of the iTero Scanner provided that Customer has complied with Align's then current transfer policy and the terms of this Agreement; otherwise Customer shall remain obligated to Align under this Agreement until it has complied with the foregoing.

In addition, Align may, in its sole discretion, by providing written notice to Customer, terminate this Agreement, or any part hereof, any agreement between Align or the Customer, any licenses provided herein, any Services or disable any Services or Products: (i) immediately, if Customer fails to pay any monies due under the Agreement or any other agreement with Align or any of its Affiliates, (ii) immediately, upon Align becoming aware of any misuse of Align Proprietary Information, as solely determined by Align, (iii) if third party financing, if applicable, is not approved within 15 days of the Effective Date of the Agreement, or (iv) if Customer commits a material breach of this Agreement that is not cured within thirty (30) days of written notice from Align. Upon termination as a result of any of the foregoing subsection (iii), Product(s) that have not been paid in full shall be immediately returned to Align at Customers expense, subject to applicable laws, all monies paid to date shall be forfeited by Customer, and Customer will reimburse Align for its expenses incurred up to the

date of termination, including any expenses incurred in connection with such termination.

Government Reporting. Customer acknowledges its responsibility for reporting the dollar value of any discounts or price reductions in any costs claimed or charges made to Medicare, Medicaid, and any other U.S. or federal, state, or local programs or similar foreign programs providing reimbursement to Customer.

Orders & Acceptance. Orders must be presented in writing or via electronic means acceptable to Align and shall be subject to this Agreement and will be binding on Align upon written notice to Customer. Align reserves the right, at its option and without liability, to refuse any order in whole or in part or to specify an alternate delivery schedule if orders from all sources exceed its inventory or ability to deliver in its normal course of business.

Change & Cancellation. Any changes in an order requested by Customer must be submitted in writing and subject to written acceptance by Align in its sole discretion. Costs and/or delays resulting from such changes will be solely determined by Align and binding on Customer. Align may, with reasonable cause, cancel or suspend performance of any Order if Customer fails to meet any of its obligations herein.

Return Policy. Subject to the Change & Cancellation section above, following the Return Period, all sales of Products are final unless otherwise required by applicable law. During the Return Period, Customer may initiate a return of the Product by following the instructions set forth at <https://shop.iteero.com/pages/cpo-scanners-30-days-return-policy>, which may be changed from time to time at Align's discretion. Customer is responsible for all return shipping fees. Upon receipt of the Customer's return, Align will issue a refund to Customer, less the \$250 processing fee. Align will only accept returns of unopened, unused Products.

Payment Terms. The price of the Products and Service Plan for the Term and Charges are specified on the Order, and are in the currency specified in the Order. Pricing for any other products, parts, Support Services provided by Align after the Term or Charges are subject to change at any time and without notice, based on Align's then current pricing terms. In the event that Align pays any Charges which are payable by Customer, Customer shall reimburse Align within 30 days of the date of invoice or in the event that any sums are owing to Customer, Align may, in its discretion, set off such sums against such Charges paid by Align. Full payment for the Products is as set forth in the payment schedule. Late charges on any unpaid balances accrue at an interest rate of 1.5% per month, and if referred to an agent or attorney for collection, all costs and expenses of collection (including, without limitation, reasonable attorneys' fees) will be charged to Customer's account, up to the maximum allowed by law. Payment terms will not be affected by any delay in delivery, installation or acceptance. Notwithstanding credit approval, Align reserves the right to modify payment terms or require advance payment, letter of credit, or COD when, in the opinion of Align, Customer's financial condition or previous payment record so warrants. If Customer is delinquent in any payment due, Align, in its discretion may exercise any and all remedies permitted by law, including set off, and may suspend delivery, performance of Support Services, and/or institute credit hold procedures on all open orders. Future orders will not be confirmed until Customer's account is brought current.

Shipment, Delivery & Inspection of Products. Align will arrange for delivery of the Products to the Destination and will endeavor to deliver accepted orders promptly; it is understood, however, that projected delivery dates represent best current estimates only, and Align will have no liability for failure to perform within such dates. Align may charge Customer fees as set forth in the Order or any other order for shipment and/or handling and/or processing and additional Charges may apply. Title to the Products will pass upon shipment to the first carrier of instance (subject to Align's rights as an unpaid creditor). Align shall insure, at its expense, the Products in transit to Customer against fire, damage, loss, theft, destruction and such other risks as are customarily insured against in accordance with Align's then current policy, until such time as the Products have been delivered to the Destination. Products will be packaged for shipment in accordance with Align's then standard commercial practices. Customer must inspect all items upon arrival and provide written notice to Align, within 5 business days, of any claim of non-conformance. If Customer fails to give such timely notice, all Products will be deemed conforming, subject to applicable law. Registration or use of the Products in any manner after delivery will also constitute conformance and acceptance. Customer's acceptance of Products as provided herein shall be final and irrevocable; any claims by Customer thereafter must be in accordance with Align's Service Plan, including the Warranty.

Installation. Customer agrees to install in accordance to the Documentation and at Customer's expense.

Specifications. Align reserves the right to discontinue or change the design or specifications of its Products at any time, and will use commercially reasonable efforts to notify Customer of any discontinuation or any material change in specifications affecting form, fit or function.

Software License. Any Align Software is licensed by Align, not sold, to Customer and is provided upon the terms in the applicable License Terms, which are fully incorporated herein by reference. Customer will be deemed to have agreed to the applicable License Terms by opening the media envelope or installing or using the Align Software

or the Product in which it is installed. All rights in and to such Align Software not expressly granted to Customer are expressly reserved. Customer may not copy or duplicate the Align Software, in whole or in part (other than one unaltered back-up copy, bearing all original copyright notices, for archival purposes), or transfer, reverse engineer, sublicense, distribute, sell, lease, rent, or otherwise provide or disclose any Align Software, or portion thereof, to any third party. Unless terminated earlier pursuant to this Agreement, the license to use the Align Software granted in the applicable License Terms by Align to Customer will terminate upon the earlier of: (i) termination of this Agreement for any reason; or (ii) sale, transfer, loss, or disposal of the Product.

Align grants no license or right of use of any Software provided by a third party including in connection with a Third Party Product, the terms and conditions of which license or right of use shall be exclusively determined by the third party providing such Software.

With respect to the iTero Scanner Laptop Model, Customer acknowledges that such Laptop Model will export data, including Patient Data, to Align and to Customer's Laptop. Customer will be solely responsible for all data stored on Laptop, and Align assumes no liability for data stored on the Laptop. Customer agrees to comply with the security obligations set forth in the Data Privacy Obligations of this Agreement and Section 13 (Data Collection and Privacy) of the License Terms.

Proprietary Information. Customer acknowledges that the Products are based upon and embody Align Proprietary Information. Align, its suppliers or licensors (as applicable) shall exclusively own all Align Proprietary Information. Customer shall neither acquire nor claim any right, title, or interest in, and shall exercise reasonable care to maintain the confidentiality of the Align Proprietary Information and shall use the same solely as required for its authorized use of the Products supplied hereunder. Customer may not directly or indirectly (1) copy, adapt, develop, disassemble, reverse engineer, recast, compile, decompile, translate, or create derivative works from any Align Proprietary Information, or permit any other person to do so, (2) remove, alter, or obscure any copyright, trademark, patent, logo, government restricted rights, or other notices or legends from items provided by Align, or (3) disclose or use Align's Proprietary Information for commercial purposes or in a manner detrimental to Align. Disclosures of Align Proprietary Information may be made only to Customer's personnel having a specific need to know and a written obligation to protect such information no less restrictive than the restrictions herein, and Customer will be responsible for any breach by its personnel.

It is agreed that any breach of this Section is deemed a material breach, will automatically void any Warranties, and may cause Align irreparable harm for which recovery of damages would be inadequate, and that immediate injunctive or other equitable relief is appropriate and available to Align to prevent any violation, threatened or actual, in addition to other remedies and without proof of actual damage.

Align's Trademarks and Copyrights. Customer acknowledges and agrees that Align is the sole owner of the Align Proprietary Information. Customer further agrees that Customer shall do nothing inconsistent with Align's ownership of the Align Marks or Align Copyrights, and that nothing in this Agreement gives Customer any right, title or interest in Align's Marks or Align Copyrights. Customer also agrees that nothing in this Agreement gives Customer the right to use Align's Marks or Align Copyrights without Align's written permission. Customer further agrees to cease any use of an Align Mark or Align Copyright that Align deems to be unacceptable, immediately upon notice by Align. Customer acknowledges and agrees that failure to promptly comply with Align's instructions regarding correcting or ceasing an unacceptable use of one or more Align Marks or Align Copyright shall constitute material breach of this Agreement and will automatically void any Warranties, will permit Align to immediately terminate this Agreement, and may cause Align irreparable harm for which recovery of damages would be inadequate, such that immediate injunctive or other equitable relief is appropriate and available to Align to prevent any violation, threatened or actual, in addition to other remedies and without proof of actual damage.

Ownership and Right to Use Scans. The Customer shall assign and hereby irrevocably assigns to Align to the fullest extent permitted by law the entire right, title and interest in and to all scans created using the iTero Scanners. If local laws do not permit Customer assignment of all scans to Align, Customer hereby grants to Align a non-exclusive, irrevocable, worldwide, fully-paid up license to use the scans from the iTero Scanners for the purposes of complying with applicable laws and regulations, research, education and development, customer support, data analytics, management, improvement and provision of Align products and services. Notwithstanding the foregoing, Customer may use the scans from iTero Scanners for purposes of treatment, patient records, education and training. For further clarity, any individual patient records (separate from records relating to the scans) and any other information that the Customer maintains for patient care purposes will remain the property of the Customer and/or Customer's patient as the case may be. Additionally, Customer will be solely responsible for obtaining patient consent prior to transferring any patient records to Align.

Without derogating from Align's additional rights hereunder or under applicable law, the license granted to Customer to use Align Software or Align Marks may be immediately terminated by Align for misuse, non-payment, or breach of this Agreement, the applicable License Terms or this Agreement by Customer including failure of Customer to obtain patient consent, assign the copyrights to or otherwise license the scans to Align as aforesaid.

Data Privacy Obligations. The License Terms regarding Customer's and Align's obligations with respect to applicable data privacy laws which are fully incorporated herein by reference. Without derogating from the foregoing, Customer agrees that, as applicable, prior to sale, transfer, or disposal of the Laptop or iTero Scanner, Customer will reset the Laptop or iTero Scanner to "Factory Settings", uninstall Align Software installed on the Laptop or iTero Scanner, and ensure that all Personal Data relating to Customer's patients stored on the Laptop or iTero Scanner is permanently erased. Customer will, upon demand, indemnify and hold Align, its Affiliates, and their employees, directors and shareholders ("Align Indemnitee") harmless from any third party claims against an Align Indemnitee or any damages incurred by an

Align Indemnitee arising from or in connection Customer's breach of this Section. These indemnification rights shall survive the termination or expiration of this Agreement. Please refer to the License Terms for specifics regarding Customer's and Align's obligations with respect to applicable data-privacy laws. For questions related to your Data Privacy Obligations, please contact privacy@aligntech.com.

Website Information. The information provided on Align's Website is provided "As Is". Align does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Website or in any Documentation relating to the accuracy of information regarding any third party, or located on any websites linked to Align's Website.

Warranty. Customer acknowledges that the Product(s) are in used and not new condition and may have cosmetic flaws and Align does not warrant or represent that the Product(s) will be without such cosmetic flaws. Products are warranted in accordance with the applicable limited warranty set out below ("Warranty"). The Warranty for the Product(s) to be warranted, extends only to the original Customer, and may not be transferred to third parties by operation of law or otherwise. No employee, agent, dealer, reseller, or other person is authorized to modify, vary, or extend the Warranty or to assume for Align any other liability in connection with its Products.

Hardware Warranty. The Hardware is warranted during the Term as long as the Service Plan is in effect: (i) against defects in materials and workmanship under normal use, other than cosmetic flaws; and (ii) to operate in accordance with the specifications, in each case as set forth in the then current Documentation.

Software Warranty. Align warrants that upon delivery of any media on which Align Software is furnished will be free from defects in materials and workmanship. Align warrants that, during the Term, as long as the Service Plan is in effect, the Align Software, when properly installed, will perform substantially in accordance with the operational features set forth in the then current Documentation. Customer is responsible for providing and maintaining current back-ups and industry standard, updated, virus protection and firewall programs for its systems and data. Align does not warrant that the operation of the Software will be uninterrupted or error free or free of viruses or harmful components.

The Warranty for Updates to Hardware or Software commence no later than 30 days from the date of delivery of the Update to the Customer and shall be warranted during the Term provided the Service Plan is in effect.

Customer's Responsibilities Defective/Non-Conforming Products. In the event of a defect in the Hardware or Align Software which is covered by the applicable Warranty or Support Services, Customer agrees to: (i) cooperate with Align's efforts to repair the defect remotely in the case of Align Software, or (ii) in the case of a Hardware defect or replacement part offered by Align, return, at Align's cost, the defective Hardware or older replacement part, according to Align instructions, using packing materials supplied by Align for any returned Hardware. In the event that Customer fails to return a defective Hardware component or an older replacement part and has received the newer replacement part, Align reserves the right to invoice the Customer for the retail price of the replacement component.

Third Party Products. Align provides no warranty on Third Party Products, including the Laptop or the Laptop Products, and Align will not be liable for any failure of a Third Party Product manufacturer or supplier to perform under its warranty. A list of requirements for Laptops to be used with the iTero Scanner Laptop Model are available at: https://itero.com/products/itero_element_flex.

Limited Remedy. Any breach of the foregoing warranties must be reported promptly upon the Customer becoming aware of such breach, and in any event, prior to expiration of the Term, and Customer's exclusive remedy and Align's entire liability for such breach will be repair or replacement, at Align's option, of the non-conforming Product or part. Such obligation will be subject to Align being granted the reasonable opportunity to inspect, at Align's expense, the non-conforming Product at the location of its use or storage or, at Align's request and expense, return of the non-conforming Product to Align for such inspection.

Replacement of non-conforming Products may be made by substitution of similar or updated Products having the same or similar functionality. Replacement parts will be provided on an exchange (refurbished) or new part basis, as determined by Align in its discretion. For Align Software, Align will provide Support Services and Updates during the Term during normal working hours or at an additional charge outside normal working hours. Align will not provide Support Services or Updates for Software not representing the then-current or most recent Update for the Product to be serviced. Services or repair and replacement of Hardware required beyond the normal scope of Support Services (see Exclusions below). If no Service Plan is in effect, Support Services may be offered in Align's discretion and will be subject to billable repairs and Align will charge its then-current rates and prices for parts, labor and transportation.

Exclusions. Without derogating from "Customer's Obligations", as set forth in the Service Plan, Align's Warranty and Support Services do not cover defects or problems caused by Customer's acts or failure to act in accordance with the terms hereof, the acts of third parties not previously approved by Align in writing, or events beyond Align's reasonable control. Without limiting the foregoing, any warranty claim, Support Services claim, or liability of Align is excluded, and Customer will be solely responsible, for any problem, failure, malfunction, defect, claim, damage, liability, or safety issue arising out of (1) inadequate or faulty installation of the Product (unless physically performed by Align) or Customer's failure to provide a suitable installation environment; (2) accident, abuse, damage, extraordinary wear and tear, or neglect, including without limitation damage in transit or improper or inadequate handling, storage, care or maintenance; (3) misuse, improper use, misapplication, or other failure to follow the instructions and safety precautions set forth in the Documentation, including without limitation use outside of normal or specified operating conditions or in a manner not authorized in the Documentation; (4) use of Products in

conjunction with, physically installed on, or as a component of Third Party Products, unless pre-approved by Align in the Documentation; (5) computer viruses, failure of electrical power, and any events beyond Align's control that adversely affect the Product(s), including without limitation acts of God, explosion, fire, flood, power surges, or other similar causes; and/or (6) any personal or other information or applications installed on the Laptop not relating to the proper use of the iTero Scanner as described in the Documentation.

With respect to the Laptop, the Warranty and Support Services will be inapplicable in the event that any applications, Software or information is stored on the Laptop other than for the proper use of the iTero Scanner Laptop Model in accordance with the Documentation.

ALIGN DOES NOT ASSUME NOR AUTHORIZE ANY OTHER THIRD PARTY TO ASSUME ON ITS BEHALF ANY OTHER OR GREATER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, SUPPORT SERVICES, OR USE OF THE PRODUCT(S), AND UNLESS OTHERWISE SET FORTH HEREIN, ALIGN PROVIDES NO WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS SUPPLIED BY IT HEREUNDER.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES SET OUT HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS, OR CONDITIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

When, under applicable law, implied warranties are not allowed to be excluded in their entirety, such implied warranties will be limited to the duration and scope of the applicable implied warranty as provided under applicable law.

Customer Representations and Obligations. Customer agrees and understands that Customer's rights hereunder, including the right to claim any Warranty or obtain any Support Services, is dependent on the accuracy of Customer's representations and the fulfillment of Customer's obligations hereunder and as described in this Section ("Customer Obligations"). Customer represents that Customer is a licensed medical practitioner in the Territory where Customer purchased and will use the Product itself or allow its use by professional and trained personnel under Customer's instructions and guidance. Customer undertakes to (i) ensure proper conditions are maintained for the Product(s) as set forth in the Documentation, (ii) ensure cables and fittings and electric supply to the Hardware are in good working condition, (iii) not make any modification to the Product(s) without Align's prior written consent at its sole discretion, (iv) maintain and operate the Product(s) in accordance with the Documentation, (v) ensure that only authorized and trained personnel are allowed to operate or use the Product(s), (vi) ensure that external surfaces of the Hardware remain in good condition and are cleaned utilizing Align recommended surface and disinfectant products, (vii) not attempt to adjust, repair or maintain or modify the Product(s) unless instructed in writing by Align, (viii) not request, permit or authorize anyone other than Align or an authorized Align representative to carry out any adjustments, repairs or maintenance of the Product(s) unless instructed otherwise in writing by Align, (ix) use the Product(s) only on an operating system recommended by Align in writing or as published on its Website, (x) not use any accessory, attachment or additional equipment other than that which has been supplied by or approved in writing by Align, (xi) shall promptly implement in accordance with instructions from Align any Updates that may be provided, at Align's sole discretion, to Customer from time to time, (xii) be responsible for registering the serial number of any Product(s) purchased so that Align or its authorized representative can validate the Product(s), (xiii) obtain any and all applicable third party licenses necessary to operate third party Software, including in connection with the Laptop and the Laptop Products, to be used in connection with the Product(s) or delivery of the Support Services, if any, (xiv) be the only end-user of the Product(s) or Support Services, (xv) not use the Product(s) or Support Services for the purpose of re-sale or distribution, (xvi) not assign, sublicense, or transfer in any fashion the Product(s) or Support Services without prior written approval from Align, (xvii) ensure that any user of the Product(s) is a qualified health-care provider in the territory to which the Product(s) are to be shipped, (xviii) ensure that Customer is a licensed professional as required by applicable law in the territory in which it operates, (xix) maintain reasonable physical and cyber security controls including in accordance with Align's written instructions, to mitigate the risk of theft, misuse, or unauthorized access to the Product(s) and any confidential or personal information stored on the Product(s), (xx) not import and/or export the Products to a country other than a country where the Product was originally shipped by Align (xxi) comply with all applicable laws and regulations in connection the Products and Support Services and Customer's use thereof, including without limitation, all export control laws and regulations, and (xxii) not represent to any third party that the Product is or was purchased in a new condition, and shall not make any misrepresentations about the Product and/or Align.

LIMITATION OF LIABILITY. NONE OF ALIGN NOR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS (COLLECTIVELY, "ALIGN PARTIES") WILL BE LIABLE FOR NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ANY OBLIGATION TO THE EXTENT CAUSED BY EVENTS OR CIRCUMSTANCES BEYOND SUCH ALIGN PARTY'S REASONABLE CONTROL. FOR DELAYS RESULTING FROM SUCH CAUSES, PERFORMANCE WILL BE CORRESPONDINGLY EXTENDED. ANY ACTION AGAINST ALIGN ARISING FROM OR RELATING TO THE PRODUCTS OR TRANSACTIONS TO WHICH THESE TERMS APPLY MUST BE BROUGHT WITHIN 2 YEARS AFTER THE CAUSE OF ACTION ARISES OR PERFORMANCE HEREUNDER IS COMPLETED OR TERMINATED, WHICHEVER FIRST OCCURS.

WITH RESPECT TO BODILY INJURY, EACH PARTY WILL BE RESPONSIBLE IN SUCH PROPORTION AS REFLECTS ITS RELATIVE FAULT FOR DAMAGES ARISING FROM OR RELATED TO THE USE OR OPERATION OF THE PRODUCTS; PROVIDED, THAT ALIGN WILL HAVE NO RESPONSIBILITY WHATSOEVER

AND, UNLESS PROHIBITED BY APPLICABLE LAW, CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS ALIGN FROM AND AGAINST, ALL LOSSES, LIABILITIES, OR DAMAGES ARISING OUT OF IMPROPER USE, HANDLING, STORAGE, OR OPERATION, OF ANY PRODUCT OR THIRD PARTY PRODUCTS. IN NO EVENT, WILL ANY ALIGN PARTY, INDIVIDUALLY OR COLLECTIVELY, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, PROFITS, SAVINGS, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, LOSS OF USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOST OR CORRUPTED DATA ARISING OUT OF OR IN CONNECTION WITH THE SALE, LICENSE, INSTALLATION, MAINTENANCE, USE, WARRANTY, PERFORMANCE, FAILURE OR INTERRUPTION OF THE PRODUCT, THIRD PARTY PRODUCTS OR SERVICES REGARDLESS OF THE LIABILITY GIVING RISE TO THOSE DAMAGES AND REGARDLESS OF WHETHER CUSTOMER WAS INFORMED OF THE POSSIBILITY THEREOF.

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ALIGN'S OR ANY ALIGN PARTY'S MAXIMUM LIABILITY FOR DAMAGES ARISING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ARISING OUT OF OR RELATED TO THE PRODUCT, THIRD PARTY PRODUCTS, AND/OR SERVICES, WILL NOT EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE ACTUALLY RECEIVED BY ALIGN FOR THE PRODUCT PURCHASED HEREUNDER. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREUNDER WILL FAIL OF ITS ESSENTIAL PURPOSE. CUSTOMER HAS ACCEPTED THE DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF THE PRODUCTS AND SERVICES AND UNDERSTANDS THAT THE PRICE OF THE PRODUCTS AND SERVICES WOULD BE HIGHER IF ALIGN WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES.

TO THE EXTENT ALLOWED BY LOCAL LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, WILLFUL MISCONDUCT, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITIES SO THE ABOVE LIMITATIONS MAY NOT APPLY IN WHOLE OR IN PART IN SUCH JURISDICTION.

ASSIGNMENT. Customer may not assign or subcontract any of its rights, whether by operation of law or otherwise, without the prior express written consent of Align. Any attempted assignment or subcontracting in violation of this Section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

RELATIONSHIP OF THE PARTIES. The parties are independent contractors and neither party may act in a manner which expresses or implies any other type of relationship between the parties.

FORCE MAJEURE. If a Party is prevented from or delayed in complying with an obligation (other than Customer's payment obligations) by Force Majeure (unforeseeable acts beyond its reasonable control other than payment obligations), performance by it of that obligation is suspended during the time, but only to the extent that compliance is prevented or delayed.

PRECEDENCE. If there is a conflict between parts of this Agreement, such conflict will be resolved according to the following order of priority:

- (1) this Agreement;
- (2) the Schedules; and
- (3) any document incorporated into this Agreement by cross reference.

MISCELLANEOUS. This Agreement, including its Schedules, the License Terms and the Documentation referenced herein constitutes the entire agreement of the parties and supersedes any prior or contemporaneous agreements relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and signed by both parties. If a court of competent jurisdiction finds that a provision of this Agreement is unenforceable, and the parties agree to modify the Agreement so as to best accomplish the original provision to the fullest extent allowed by law, and the remainder of this Agreement will remain in full force and effect. Any waiver hereunder must be in writing, signed by the Party against whom the waiver is sought to be enforced. Rights and obligations under these Agreement, which by their nature should survive, including but not limited to, Payment Terms, License Terms and Ownership/Right to Use Scans, Proprietary Information, Data Privacy Obligations, Customer Obligations, Limitation of Liability and Miscellaneous, will remain in effect after termination or expiration hereof. All claims arising out of or related to this Agreement will be governed by the laws of the state of New York, excluding its conflict of laws rules, and will be litigated exclusively in the federal or state courts located in New York City, New York, USA. the parties irrevocably consent to personal jurisdiction in those courts. Notwithstanding the foregoing, a party may seek injunctive relief in any court of competent jurisdiction at any time for any purpose. The UN Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any applicable international discovery and service of process conventions are inapplicable.