

ALIGN CANADIAN POLICY ON TRANSFER OR RESALE OF iTero SCANNERS ("CANADA TRANSFER POLICY")

OVERVIEW

Align is committed to providing our customers and their patients with the highest quality products and services. As a global medical device company, Align is subject to complex laws, regulations, data privacy rules and standards of each country in which we operate.

iTero scanners are regulated as Class II medical devices in Canada and the sale of an iTero scanner is a regulated activity. To ensure that all iTero scanners are sold in compliance with applicable laws and regulations and Align's highest standards, we will only facilitate second-hand sales or transfers of iTero scanners in specific situations.

If you are interested in purchasing an iTero scanner, we strongly recommend that you purchase directly from Align or one of our authorized distributors. If you purchase a pre-owned scanner from a party other than Align or an authorized distributor, we cannot verify that the iTero scanner in question is fit for its purpose and will function as intended.

All potential sellers and purchasers must speak with their Align representative or reach out to Align at 800-577-8767 or iterosupport@aligntech.com for guidance on the transfer process prior to selling or purchasing a used scanner.

SUPPORTED TRANSFERS

Align will, unless contrary to the Unsupported Transfers section below, support the sale or transfer of an iTero scanner to a third party if the sale or transfer is done within a sale or transfer of substantially all of your orthodontic or dental practice and related assets (including your iTero scanner(s)).

The following are examples that would be considered a practice sale:

- (1) You are selling your practice to another licensed practitioner or corporate entity and will remain the main end user of the iTero scanner(s); or
- (2) You are retiring, moving, or otherwise selling or transferring your practice to another licensed practitioner or DSO.

Align, in its sole discretion, may support iTero scanner sales or transfers in certain other situations, provided the transfer would not contravene the Unsupported Transfers section below.

UNSUPPORTED TRANSFERS

Align will refuse to support a transfer in the following circumstances:

1. **Export.** When the transfer involves the sale or transfer of an iTero Scanner into or out of Canada to or from another country. Sellers should be advised that such a transfer contravenes their iTero purchase agreement and may further contravene applicable laws and regulations in Canada and abroad.
2. **End of Support.** All iTero scanners are subject to an "End of Support" set forth in your iTero purchase agreement. Align will not be obligated to provide services (including activation) beyond the End of Support period set out in such purchase agreement.

3. **Product and Transactional Concerns.** Where Align, in its sole discretion and according to its records, is unable to verify the provenance and history of the iTero scanner in question, believes the transfer may violate local laws or regulations, or has grounds to believe the iTero scanner is no longer fit for purpose.

TRANSFER PROCESS

Please contact your Align representative or reach out to Align at 800-577-8767 or itersupport@aligntech.com for further details on the transfer process *prior to selling or purchasing a used scanner*.

Align will require you and your transferee to execute a Scanner Transfer Agreement with Align, and prior to activation of the iTero scanner(s) by Align, your transferee will be required to sign additional documentation related to ongoing services and license to use the Align Software on the iTero scanner(s). Align may charge reasonable fees for activation and/or other services associated with the transfer approved scanner. Please note that upon transfer of your iTero scanner, all warranties and the license for use of the Product (iTero scanner), Software and the Service Agreement will automatically and simultaneously expire or terminate.

DATA PRIVACY

You remain solely responsible for protecting, handling and processing your patients' personal and health information stored on your iTero scanner. You will comply with all applicable data privacy and security laws and regulations and your Data Privacy Obligations as detailed your iTero purchase agreement. You may not transfer or disclose your login credentials associated with the iTero scanner. To the maximum extent permitted by applicable law, you acknowledge that you are solely responsible for the security of any and all Patient Data located on your iTero scanner.

For questions related to Your Data Privacy Obligations, please contact privacy@aligntech.com.

LIMITATION OF LIABILITY AND INDEMNIFICATION

Align's sole role in supporting a transfer will be to associate the scanner to the transferee's account and credentials. Align will not be responsible or liable for any claims or damages arising from any such sale or transfer or from any decision by Align to support or not support such a sold or transferred iTero scanner. By supporting a transfer, Align makes no representations or warranties that the iTero scanner is fit for purpose or free from defect. Align's support is directly further to the transferring and receiving parties' request and Align assumes no liability for the operation of such a transferred iTero scanner, the transferring and receiving parties' compliance with any local laws, or any other liabilities, direct or indirect, that may result from Align's support of, or refusal to support, the transfer.

You will hold harmless and indemnify Align for any and all claims, liabilities, fines and penalties and losses arising from the sale or transfer of your iTero scanner(s).

APPLICATION OF THIS POLICY

This Canada Transfer Policy applies to transfers requested in Canada and supersedes Align's Global iTero Transfer Policy.