

Last Updated: 4/11/2023

ALIGN GLOBAL POLICY ON TRANSFER OR RESALE OF iTero SCANNERS (“ALIGN TRANSFER POLICY”)

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 (or equivalent) 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 with Align’s highest standards, iTero scanners may only be sold by Align or its approved distributors. If an iTero scanner is sold or transferred through any other channel, Align will not be able to confirm that each such iTero scanner meets appropriate safety standards and that it was sold or otherwise transferred in accordance with applicable laws and regulations.

Therefore, Align will activate any iTero scanner that the original purchaser sells or transfers 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) (“a Practice Sale”).

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 will not be responsible or liable for any claims or damages arising from any such sale or transfer or from any non-activation of such sold or transferred iTero scanner.

Upon deciding to sell or transfer your iTero scanner in connection with a Practice Sale, please reach out to Align at 800-577-8767 or iterosupport@aligntech.com for guidance.

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.

End of Support. All iTero scanners are subject to an “End of Support” set forth in your iTero purchase agreement. Under no circumstances shall Align be obligated to provide services (including activation) beyond the End of Support period set out in such purchase agreement.

Export. Under the iTero purchase agreement and, in accordance with export and other applicable laws, treaties and regulations, an iTero scanner purchaser may never ship any iTero scanner to a country other than the one where the iTero scanner was originally sold. Requests to activate scanners in a country other than the country of purchase will be denied.

No Transfer of Credentials: 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.

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Data Privacy Obligations; Non-Activation; Indemnification. 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. For questions related to Your Data Privacy Obligations, please contact privacy@aligntech.com.

You will also be held responsible for any transfer or sale of your iTero scanner not in accordance with this Align Transfer Policy. Should you sell or transfer your iTero scanner, other than in connection with a Practice Sale, Align will not activate it for your purchaser.

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).

iTero Product Warranty and Transfer Obligations. 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.

Transfer to Align. If you are an original purchaser of an iTero scanner and wish to sell or transfer your iTero scanner, Align may have a repurchase option in your region. Please reach out to your local customer representative for more details.

For Purchasers. Align recommends that you purchase an iTero scanner directly from Align or one of its authorized distributors. If you purchase a pre-owned scanner from a party other than Align or an authorized distributor, Align will not activate such scanner unless the transfer was made in accordance with this Align Transfer Policy.

Applicable Laws; Global Policy. This Align Transfer Policy is always subject to the applicable laws in your jurisdiction. In addition, regions (including China and Australia) may have additional requirements as set forth in a regional transfer policy.