

# Service Plan Schedule to the iTero Purchase Agreement

## SERVICE PLAN, SUPPORT AND MAINTENANCE SERVICES SCHEDULE – EMEA

**Effective:** November 1<sup>st</sup>, 2022

**Terms and conditions are subject to change from time to time at Align’s discretion.**

This Service Plan, Support and Maintenance Services Schedule is a Schedule to an iTero Purchase Agreement between you, the Customer, and Align (“Agreement”). All capitalized terms in this Schedule shall have the same meaning as in the Agreement, and this Schedule is incorporated into such Agreement in its entirety by reference.

### SERVICE PLAN

Each Service Plan includes extended Hardware and Software Warranties, support and maintenance services and the features set forth in the table below. The pricing may vary and there may be additional fees. Please reach out to your sales representative for Service Plan specific pricing.

The purchase price of an iTero Scanner includes at least 12 months Service Plan, unless a longer term is set forth in the Agreement (“the Initial Term”).

For iTero Scanners (except for iTero Scanners listed at Annex A):

The Service Plan will automatically continue after the Initial Term set forth in the Agreement and will be billed automatically at the current monthly or annual list price, as elected by Customer in the Agreement. Full payment for such Service Plan is due no later than 30 days from the date of invoice. The Service Plan may be cancelled any time after the Initial Term with 30 days’ prior written notice from the cancelling Party to the other Party. If more than one iTero Scanner is purchased for the same location, Service Plan discounts may be available and only after the expiration of the Initial Term of the Service Plan.

If Customer elects to cancel the Service Plan after the Initial Term of an iTero Scanner (except for iTero Scanners listed at Annex A), then the Customer will be without a Service Plan (noted as “No Service Plan” in the tables below). Without a Service Plan, certain services, Software updates and/or features may be unavailable, disabled or may only be available upon payment of an additional fee, as solely determined by Align and listed in the tables herein.

iTero Scanners listed at Annex A, do not require a Service Plan following the Initial Term.

	SERVICE PLAN FEATURE DESCRIPTION	MONTHLY SERVICE PLAN	NO SERVICE PLAN*
SUPPORT	Help desk and technical support, local business hours	●	●
	Online remote connection, troubleshooting and configuration	●	Additional fees
	Hardware support and spare parts replacement	●	Per current repair price list
SOFTWARE	Software fixes and OS upgrades	●	●
	Software feature-updates for add-ons of the selected Software Configuration**	●	-
STORAGE	Unlimited cloud storage	●	●
	Secured, GDPR and HIPAA compliant	●	●
SCAN	Scans, all types	Unlimited, at no additional cost	Additional fees
	Digital iCast® service	●	Additional fees

\* For iTero Scanners listed at Annex A without a Service Plan, “No Service Plan” column (above) shall apply following the initial Term with the following changes, which may be amended by Align from time to time:

- Scans, all types - shall be available with no additional fees.
- Software feature-updates for add-ons of the selected Software Configuration - shall be provided for additional fees.
- Cloud storage - shall be provided for additional fees, at Align’s option.

\*\* The Service Plan includes Software Feature-Updates for add-ons based on the iTero Scanner Software Configuration purchased and activated.

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SOFTWARE MODULE	IMPACT ON SOFTWARE FUNCTIONALITY	MONTHLY SERVICE PLAN	NO SERVICE PLAN*
GENERAL	iTero TimeLapse	●	-
	3 <sup>rd</sup> party Dental Practice Management System (DPMS) integration	●	-
INVISALIGN	Invisalign + iRecord® scan and web-based view	●	-
	Invisalign Open Export	●	-
	Invisalign, Vivera scans and workflow	●	●
	Invisalign Outcome Simulator and Progress Assessment	●	●
	Vivera Pre-Debond scan service	●	-
RESTORATIVE	Restorative scans, open-export and web-based view	●	-
	Restorative Lab	●	-
	Chair Side Milling, Implant, Scan Body workflow	●	-
ORTHODONTIC	Orthodontic scans, open-export and web-based view	●	●
	OrthoCAD® software and Viewer	●	●
	Ortho Lab workflow	●	-
5D AID DIAGNOSTICS	NIRI-based scan, Open Export and web-based view	●	-
	5D Aids Diagnostics software feature-updates	●	-

\* For iTero Scanners listed at Annex A, without a Service Plan, “No Service Plan” column (above) shall not apply, and such iTero Scanners shall continue to have the same Software functionality as when purchased.

### **SUPPORT AND MAINTENANCE SERVICES**

**Support Services:** Align will provide Support Services with respect to the Product(s) during the Warranty period in accordance with the applicable Warranty as described in the Agreement. Thereafter, Support Services will be provided if Customer has purchased an annual or multi-year Services Plan, which includes Support Services, or if no such plan is in effect, Support Services will be provided according to Align’s then current support services policy and pricing.

With respect to the iTero Scanner Laptop Model, Support Services will only be provided if the Laptop Software and operating system are in good working order and in the version published on the Website or otherwise conforming to Align’s specifications at any given time, and Customer agrees that Customer is solely responsible for upgrading or updating or replacing such Laptop Software or operating system to be compatible with the iTero Scanner Laptop Model. In the event that Align notifies Customer that an update, upgrade or other fix to Customer’s Laptop Software is required in order for the iTero Scanner Laptop Model and/or Align Software to function properly, Customer agrees to promptly obtain such update, upgrade or other fix, and Customer’s failure to do so shall relieve Align of any obligations hereunder, including its Warranty obligations, and shall be considered a material breach of this Agreement.

Support Services are not provided for Third Party Products, including the Laptop. In the event that, in the provision of the Support Services, the Align support technician determines that a defect or other issue is as a result of a Third Party Product, Customer will be required to obtain support services from the Third Party Product supplier or manufacturer.

Support Services for Align Software will only be provided on a remote basis.

**Reporting Issues.** Customer agrees to promptly report, by telephone, email or other way as defined by Align, at the contact information located on the Website any malfunctions in the iTero Scanners together with sufficient information to enable Align to perform a root cause analysis.

**Phone Support.** The technical support helpdesk is available Monday through Friday (excluding support team holidays and closures for maintenance) during normal local business hours. Helpdesk will initially attempt to diagnose the problem over the telephone. If technical support is unable to resolve the issue by telephone, then Support Services shall be provided remotely in accordance with the terms set forth herein, in the Documentation and in the applicable Warranty or Service Plan.

**Customer’s Responsibilities for Defective Products.** In the event of a defect in the Hardware or Align Software which is covered by the applicable Warranty or Service Plan, 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, return, at Align’s cost, the defective Hardware, according to Align’s

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instructions, using packing materials supplied by Align for any returned Hardware, and (iii) provide insurance for shipment of the Hardware using a reputable shipping party for the return of the defective Hardware.

**Support Service Lapse Fee.** After the Warranty period, if the Customer does not purchase Support Services when Customer enters into the Agreement, then an additional evaluation fee may be incurred as solely determined by Align for services such as (i) an onsite or remote, online evaluation, (ii) any required repairs, (iii) any required training and (iv) retroactive unpaid Support Services periods. Such additional fees will be billed at the then current rates and subject to Align then current policy and procedures.

**Replacement Parts.** Replacement parts may be new or refurbished parts, at Align's discretion, and will be warranted for the later of: (i) the remainder of the warranty period in effect for the Hardware, if any, or (ii) in accordance with the manufacturer's warranty for hardware provided by Align, if any, unless otherwise mandated by applicable law.

**Physical Move of Scanner.** If the iTero Scanner Wheelstand Model is moved outside the location designated in the Agreement, Customer shall be solely responsible for any damage caused during the physical move of the iTero Scanner, and with respect to the iTero Scanner Laptop Model, shall be solely responsible for any damage in transport other than in accordance with the transport instructions set forth in the Documentation. If Align is required to provide assistance, either onsite or remotely as a result of such damage, additional charges may apply.

**Software Updates and Upgrades.** As solely determined by Align, certain Software updates and Upgrades may not be available without payment of an additional fee by Customer.

**End of Support.** Align shall maintain all Support Services and Service Plan for at least 5 years for newly purchased iTero Scanner, as well as Flex Restorative Foundation iTero Scanner, or 3 years for Certified Pre-Owned iTero Scanner, from the Warranty Effective Date as defined under the Agreement. Following such term, Align reserves the right to terminate the Support Services and Service Plan, at Align's sole discretion, by providing the Customer with prior written notice, including via email, to any then current Customer contact information in Align's records.

If no termination of Support Services notification was sent by Align as set forth above, Align shall continue to invoice the Customer on a monthly basis according to its then current pricing and shall continue to provide Support Services under its then current Service Plan.

### **iTero Training:**

Initial training will be available to Customer via a virtual platform in accordance with Align's then current training program. Additional training may be offered at Customer's request, and additional charges may apply. Align or a third-party representative on Align's behalf, may contact Customer to schedule the additional training. Customer will make available to trainers uninterrupted time for the training. Customer may be requested to: (i) schedule, orthodontic, and/or Invisalign patients, (ii) schedule patients for full mouth scans or digital impressions, and/or (iii) have a specific number of staff members present for the training which in each instance is dependent upon the Product(s) purchased.

### **Annex A:**

List of iTero Scanners:

- iTero Element Certified Pre-Owned Scanners
- iTero Element Flex Restorative Foundation Scanner
- iTero Element 5D Restorative Foundation, Laptop Configuration