

# Service Plan Schedule to the iTero Service and Use Agreement (iTero scanners not purchased through Align or Authorized iTero distributors) - EMEA

## SERVICE PLAN, SUPPORT AND MAINTENANCE SERVICES (ITERO SCANNERS NOT PURCHASED THROUGH ALIGN OR AUTHORIZED ITERO DISTRIBUTORS)– EMEA

Effective: 1 December 2023

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 Service and Use 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. In case of a conflict between the terms of this Schedule and the Agreement, the terms of this Schedule prevail.

### OWNERSHIP OF ITERO SCANNER

Upon entering the Agreement, you represent and warrant to Align that you are the legal owner and/or hold a legal right to use the iTero scanner.

### WARRANTIES

If the iTero scanner that you have purchased is still within its Initial Term (Service Plan), you are entitled to the warranties and Service Plan as agreed between the original purchaser and Align. If the scanner that you have purchased is no longer within its Initial Term, which includes cases where the original purchaser transferred the remaining Initial Term to a newly purchased iTero scanner, no warranties are granted to the you in relation to any hardware or software in relation to the iTero scanner and all such warranties are voided by the transfer of legal title to the Customer and may not be relied upon. Whether or not the iTero scanner that you purchased is still within its Initial Term is determined by Align at its sole discretion and based on Align's records.

Maintenance or repair of Products shall be invoiced at the rates in force on the date the service is provided.

### 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.

	SERVICE PLAN FEATURE DESCRIPTION	ACTIVE SERVICE PLAN	NO SERVICE PLAN <sup>1</sup>
SUPPORT	Help desk and technical support, local business hours	✓	✓
	Online remote connection, troubleshooting and configuration	✓	Additional fees
	Hardware support and spare parts replacement	✓	Additional fees
	Return-to-Service Scanner Health Check & Associated Costs (subject to Align's approval)	✓	Additional fees
SOFTWARE	Software Updates and fixes	✓	✓
	Software feature-updates for add-ons of the selected Software Configuration <sup>2</sup>	✓	-
STORAGE	Unlimited cloud storage	✓	Additional fees
	Secured, GDPR and HIPAA compliant	✓	✓
SCAN	Procedures, all types	Unlimited, at no additional cost	Additional fees
	Digital iCast® service	✓	Additional fees
OTHER BENEFITS	Clinical Workshops/Webinars/Refresher Courses (where applicable)	✓	Additional fees

<sup>1</sup> 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:

- Procedures, 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.

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<sup>2</sup> The Service Plan includes Software Feature-Updates for add-ons based on the iTero Scanner Software Configuration purchased and activated.

The following Key Software Features shall be activated based on the iTero Scanner Software Configuration and Service Plan that is purchased by the Customer:

CATEGORY	SOFTWARE FUNCTIONALITY	ACTIVE Service Plan	NO Service Plan <sup>1</sup>
Procedures (scan types)	Study model / iRecord	✓	Additional fees
	iCast	✓	Additional fees
	Fixed restorative, all types	✓	-
	Dentures/Removables	✓	-
	Implant planning	✓	-
	Appliances, all types	✓	Additional fees
	Invisalign	✓	✓
	Invisaline Aligners, First, Vivera retainers	✓	✓
Platform	Lab workflows	✓	-
	MyiTero.com web platform	✓	✓
	Open export (case STL export)	✓	✓
Connectivity	Dental Practice Management System (DPMS) integration	✓	-
	Exocad Connector 2.0	✓	-
	Chair side exocad connector	✓	-
Invisalign	Invisalign Outcome Simulator	✓	✓
	Invisalign Outcome Simulator with In-Face visualization (Pro) <sup>2</sup>	✓	-
	Invisalign Case assessment	✓	-
	Invisalign Progress Assessment	✓	-
5D NIRI <sup>3</sup>	Intraoral camera functionality	✓	-
	NIRI-based scan	✓	-
Diagnostics & Patient Conversion	iTero TimeLapse	✓	-
	Occlusogram	✓	✓
	OrthoCAD	✓	✓
	Scan report	✓	-

<sup>1</sup> 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.

<sup>2</sup> Available only on iTero Element Plus Series

<sup>3</sup> Available only on iTero Element 5D, Laptop and Plus (all HW configurations).

### **SUPPORT AND MAINTENANCE SERVICES**

**Support Services:** 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

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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 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 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 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 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.

### **Regulatory Requirements, Evaluation, Repairs and Training.**

Align may, at its sole discretion, require proof of the following in order to activate any iTero scanner that was purchased from a party other than Align or an Authorized iTero Distributor: (i) the intended user's authorization/licence to use the iTero scanner in the territory where the iTero scanner will be used; (ii) the intended user's qualification (certification) to operate the iTero scanner and/or (iii) the practice where the iTero scanner will be used is located in a territory where the iTero scanner is registered with the relevant medical authorities. In addition, in order to activate any iTero scanner, Align may require, as solely determined by Align, the following services being performed, and charged to the intended user: (i) an onsite or remote, evaluation, (ii) any required repairs, (iii) any required training. For the avoidance of doubt: the foregoing applies to iTero scanners that are within their Initial Term as well as iTero scanners that are no longer within their Initial Term.

The above 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 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 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