ALIGN GLOBAL POLICY ON TRANSFER OR RESALE OF iTERO SCANNERS
("GLOBAL TRANSFER POLICY")

IMPORTANT: If you wish to sell or transfer your iTero Scanner(s) to a new owner, Align will only be able to support the activation of any iTero Scanner that you sell or transfer to a third party where such a sale or transfer of the iTero Scanner meets all regulatory requirements and Align's policy and procedures, as set out in this Global Transfer Policy. It is important that you read and understand this Global Transfer Policy before purchasing your iTero Scanner, and before selling and transferring your iTero Scanner.

1. OVERVIEW

1.1. For the purposes of this Global Transfer Policy: (i) an iTero scanner(s) that will be transferred in accordance with this Global Transfer Policy shall be referred to as an "iTero Scanner"; (ii) any sale or transfer (with or without consideration) of an iTero scanner in which Align, its subsidiaries, affiliates or its authorized distributors are not a party shall be referred to as a "Transfer", and (iii) the person/entity selling or transferring the iTero scanner shall be referred to as "Seller" and the person/entity purchasing or receiving the iTero scanner shall be referred to as "Purchaser".

1.2. 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 the laws, regulations, data privacy rules and standards of each country in which we operate (collectively, the "Applicable Laws").

1.3. iTero scanners are regulated as Class II medical devices in many countries and the Transfer of an iTero Scanner is a regulated activity. To ensure that all iTero Scanners are transferred in compliance with Applicable Laws and Align's professional standards, we will only support Transfers of pre-owned iTero Scanners in specific situations.

1.4. If you are interested in purchasing an iTero Scanner, we strongly recommend that you purchase directly from Align or from one of Align's authorized distributors.

1.5. Please note that a Transfer refers only to the iTero Scanner hardware. The iTero software license is personal and may not be transferred by the Seller. In the event of a Supported Transfer pursuant to this Global Transfer Policy, Align will grant a new iTero software license to the Purchaser, as detailed in the Transfer Process and as applicable to the iTero Scanner transferred.

1.6. All potential Sellers and Purchasers must speak with their Align representative or reach out to Align at https://itero.com/education-and-support/contact-us or iterosupport@aligntech.com for guidance on the Transfer process and compliance with this Global Transfer Policy prior to the Transfer.

2. SUPPORTED TRANSFERS

2.1. Unless a Transfer is an "Unsupported Transfer" as defined below, Align will support the Transfer of an iTero Scanner to a Purchaser if the Transfer is done in accordance with the terms set forth herein (a "Supported Transfer"), including the below:

2.1.1. Align has no reason to believe that the Transfer would contravene with Applicable Law in the country in which the Transfer is taking place;

2.1.2. the Transfer is within the country in which the Seller originally purchased the iTero Scanner[1]; and

2.1.3. the Seller and the Purchaser enter into an iTero Scanner Transfer agreement (as required by Align) and the Purchaser accepts and signs any additional documentation relating to the Transfer and the iTero software license, as may be required from time to time by Align and depending on the applicable country and iTero Scanner.

2.2. At Align's sole discretion, Seller may also be able to Transfer the iTero Scanner to Align, depending on the applicable country. Seller should check with the local Align customer service representative to determine if this option is available and under what terms.

[1] Customers located in the **EU**: for the purpose of this Global Transfer Policy, 'country' shall mean all member-states of the EU.

2.3. Align, in its sole discretion, may support Transfers in certain other situations, provided the Transfer would not contravene the Unsupported Transfers section below.

3. UNSUPPORTED TRANSFERS

3.1. Align will refuse to support a Transfer in the following circumstances:

3.1.1. **Export.** When the Transfer involves the sale or transfer of an iTero Scanner to a country other than the country in which Seller originally purchased the iTero Scanner[1]. Sellers should be advised that such a Transfer contravenes their iTero purchase agreement and may fail to comply with requirements pursuant to Applicable Laws.

3.1.2. **End of Support.** All iTero Scanners will be subject to "End of Support" terms and conditions, as set forth in the iTero Scanner purchase agreement, including applicable service plan. Align is not obligated to provide services (including activation) beyond the End of Support period set out in such purchase agreement.

3.1.3. **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 Applicable Laws or this Global Transfer Policy, or has grounds to believe the iTero Scanner is no longer fit for its intended use and purpose.

4. TRANSFER PROCESS

4.1. Please contact your Align representative or reach out to Align at **https://itero.com/education-and-support/contact-us** or **iterosupport@aligntech.com** for further details on the transfer process (including required documents) ***prior to selling or purchasing a used iTero Scanner***.

4.2. Any scans made on the Seller's account will no longer be available on their iTero Scanner post Transfer. Please contact the Align representative for downloading instructions or cloud storage (to the extent available) prior to Transfer.

4.3. Please note that upon Transfer of the iTero Scanner, all warranties and the license for use of the iTero Scanner, software and the services to which the Seller was entitled will automatically and immediately expire or terminate (except to the extent otherwise set forth in Section 5 below).

5. **iTERO PRODUCT WARRANTY AND SERVICE PLAN**

5.1. Please note that Seller may request from Align to transfer any remaining service period out of the Initial Term (as defined in the Service Plan) that has already been paid for, to a new iTero Scanner that Seller purchased from Align or an authorized distributor of Align. If the remainder of the Initial Term is transferred to a new scanner purchased by Seller as aforementioned, upon Transfer of Seller's current iTero Scanner to Purchaser, all warranties and the license for use of the transferred iTero Scanner, software and the services will automatically and immediately expire or terminate with respect to that scanner.

5.2. Seller may also request from Align to transfer the remaining Initial Term (that has already been paid for) to the Purchaser and apply such Initial Term to the transferred iTero Scanner. Such transfer of the Initial Term to the iTero Scanner shall be at Align's sole discretion, depending, amongst others, on the particular iTero Scanner and its condition and the particular country in which the Transfer takes place.

5.3. To effectuate a transfer of the remaining Initial Term, you should contact the Align Customer Success Team in your specific market before the transfer of ownership; not doing so will lead to automatic and immediate expiration or termination of all warranties and the license for use of the transferred iTero Scanner, software and related services.

6. DATA PRIVACY

6.1. Seller shall remain solely responsible for protecting, handling and processing Seller's patients' personal and health information stored on the iTero Scanner. Seller will comply with all applicable data privacy and security laws and regulations and the Data Privacy Obligations as detailed in the iTero Purchase Agreement and End User License Agreement. In certain territories, Seller shall be obligated to contact the Align representative in the specific market for erasing personal data. Seller may not transfer or disclose Seller's login credentials associated with the iTero Scanner. To the maximum extent permitted by applicable law,

Seller acknowledges that Seller is solely responsible for the security of all Patient Data located on the iTero Scanner. For questions related to Data Privacy Obligations, please contact privacy@aligntech.com.

6.2. Prior to Transfer of the iTero Scanner and laptop used with the scanner (if applicable), Seller will reset the iTero Scanner and laptop to "Factory Settings", uninstall Align software installed thereon, and ensure that all personal data relating to Seller and Seller's patients stored on the iTero Scanner and laptop, as applicable, is permanently erased; failure to do so may lead to Align not activating the scanner for Purchaser. For questions relating to resetting the iTero scanner or laptop, uninstalling Align Software and erasing Personal Data of Seller's patients, or for actually erasing Personal Data relating to Seller and Seller's patients, please contact your Align representative.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1. Without derogating from anything stated herein, Align's sole role in supporting a Transfer will be to associate the iTero Scanner with the Purchaser's account and credentials. Align will not be responsible or liable for any claims or damages arising from any Transfer or from any decision by Align to support or not support an iTero Scanner. By supporting a Transfer, Align makes no representations or warranties that the iTero Scanner is fit for any purpose or free from defect, provided, however, that if Align is required by Applicable Laws, Align will inform the Purchaser that the iTero Scanner is used and disclose any faults known to Align. Seller is required to inform Purchaser that the iTero Scanner is second-hand and to explicitly describe any faults of the iTero Scanner before the sale and Transfer.

7.2. Align's support will be provided as stated herein pursuant to the Seller and Purchaser's request and Align assumes no liability for the operation of such an iTero Scanner, the Seller and Purchaser's compliance with any Applicable Laws, or any other liabilities, direct or indirect, that may result from Align's support of, or refusal to support, the Transfer.

7.3. Subject to Applicable Laws, Seller will hold harmless and indemnify Align for any and all claims, liabilities, fines and penalties and losses arising from the Transfer.

8. FOR PURCHASERS

Align recommends purchasing an iTero scanner directly from Align or one of its authorized distributors. In case of a purchase of a pre-owned scanner from a party other than Align or an authorized distributor, Align may not activate such scanner unless the Transfer was made in accordance with this Global Transfer Policy and regulatory requirements are met. Please note that activation of the iTero Scanner by Align may be dependent on the Purchaser paying additional charges or fees, including for (i) onsite or remote, evaluation, (ii) any required repairs, (iii) any required training; or (iv) reasonable fees associated with the Transfer. Please verify with the Seller whether the iTero Scanner will be transferred with a remaining Initial Term (Service Plan).

9. APPLICATION OF THIS POLICY

This Global Transfer Policy applies to Transfers requested worldwide, though certain regions may have specific terms and conditions due to local Applicable Laws. Please check with the regional customer service representative regarding any questions relating to the proposed Transfer of an iTero Scanner.

Appendix – Deviation Table for Australia and New Zealand

The following deviations to the Global Transfer Policy are applicable only to customers located in Australia and New Zealand, due to local legal and regulatory requirements. These amendments supersede the corresponding sections of the Global Transfer Policy for these regions.

Section Number	Revised Wording
3.1.2	**End of Support.** All iTero scanners are subject to "End of Support" terms and conditions set forth in the iTero purchase agreement, including service plan. Align is not obligated to provide services (including activation) beyond the End of Support period set out in such purchase agreement.
3.1.3	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 Applicable Laws or this Global Transfer Policy, or has reasonable grounds to believe the iTero scanner is no longer fit for its intended use and purpose.
4.3	Without excluding or modifying any rights that the Seller is entitled to under law, please note that upon Transfer of the iTero scanner, all warranties and the license for use of the iTero Scanner, Software and the Service Agreement to which the Seller was entitled will automatically and immediately expire or terminate. This Global Transfer Policy does not prejudice any accrued rights, obligations, claims or liability which the Seller and Align may have against each other in relation to the iTero Scanner before the date of the Transfer.
5.1	Please note that Seller may request Align to transfer any remaining time of the Initial Term (Service Plan) to a new iTero scanner that you purchased from Align or an authorized distributor. If the Initial Term is transferred to a new scanner purchased by you, upon transfer of your current iTero scanner and without excluding or modifying any rights that you (the Seller) are entitled to under law, all warranties and the license for use of the transferred Product (iTero scanner), Software and the Service Agreement will automatically and simultaneously expire or terminate.
5.4-5.6 (new sections)	5.4 To the extent that the Seller and Purchaser acquires goods or services from Align as a consumer with the meaning of the Australian Consumer Law (as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time), you may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by agreement. 5.5 Nothing in this Global Transfer Policy operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would: i. contravene that statute; or ii. cause any term of this agreement to be void, ("Non-excludable Obligation"). 5.6 Where the Seller alerts the Purchase to any defects before purchase, the Purchaser should inspect the iTero Scanner before purchase to make sure they are still happy to go ahead or you may not be entitled to a remedy under Australian Consumer Law.
7.3-7.5 (new sections)	7.3 Except in respect of the Non-excludable Obligations, this Global Transfer Policy excludes all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute in respect of the iTero Scanner and this Global Transfer Policy. 7.4 In relation to Non-excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which Align's liability is not limited under this Global Transfer Policy), Align's liability to Customer for a failure to comply with any Non-excludable Obligation is limited to: i. in the case of services, supplying the services again or payment of the cost of having the services supplied again; and

	ii. in the case of goods, replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired. 7..5 Where the Global Transfer Policy requires the Seller to indemnify Align and any affiliated entities (and their respective successors and assigns) and hold Align harmless, the Seller's liability will be reduced to the extent that the Losses which give rise to the indemnity was caused or contributed to by Align.
8.2 (new section)	Where this Global Transfer Policy permits Align to charge a fee for: a. Onsite or remote, evaluation: the fee is only payable where it has been included in the Seller's original iTero purchase agreement with Align in respect of the iTero Scanner the subject of the Transfer; and b. Required repairs: Align will not charge a fee where the Seller or Purchase is entitled to the repair under Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.