

## Web Portal Terms of Use

Last Updated: March 2025

Align Technology, Inc. (“**Align**”) makes available the *myiTero.com* and *myAlignTech.com* websites (“**Web Portal**”) and certain software products (“**Products**”) and/or services (“**Services**”) through the Web Portal. These terms of use (“**Web Portal Terms**”) include by reference Align’s [Privacy Notice](#) (“**Privacy Notice**”), the Data Privacy Addendum to the iTero Intraoral Scanner End User License Agreement (“**DPA**”), and any additional terms (whether provided separately or incorporated herein) provided to you as to the Products and Services available to you via the Web Portal (“**Supplemental Terms**”). PLEASE READ THESE WEB PORTAL TERMS CAREFULLY AS THEY FORM A LEGALLY ENFORCEABLE CONTRACT BETWEEN YOU AND ALIGN. BY REGISTERING WITH OR USING THE WEB PORTAL, OR BY ACCESSING THE PRODUCTS OR SERVICES, YOU AGREE TO THESE WEB PORTAL TERMS.

If you are using the Web Portal and accessing the Products and Services on behalf of your employer or a legal entity (including, without limitation, a dental lab or other provider of dental and/or orthodontic products and services (“**Lab**”)), you represent and warrant that you are authorized to bind your employer or that entity to these Web Portal Terms, in which case “**you**” and “**your**” as used within these Web Portal Terms will also refer to your employer or the legal entity.

### 1. License Grants.

- 1.1. Subject to and conditioned upon your continued compliance with these Web Portal Terms, Align grants you a limited, personal, revocable, non-sublicensable and non-exclusive license to use the Web Portal and access the Products and Services solely for your internal business purposes.
- 1.2. If and to the extent Align does not own all rights, title and interest in the Data (defined below), you hereby grant Align and its affiliates and subsidiaries (collectively, “**Align Group**”) a non-exclusive, worldwide, paid-up and royalty-free, perpetual license and right to use Data for any purpose. This includes, to the extent permissible under applicable law, a license to copy, reproduce, use, modify, create derivative works of, and distribute within the Align Group or with other users such Data: (i) in furtherance of these Web Portal Terms; (ii) for marketing, promotional, treatment or diagnostic purposes; (iii) to conduct research, development, education, analytics and other business purposes, (iv) to anonymize that Data in accordance with the Privacy Notice and DPA, and (v) to make improvements with respect to the Products and Services or other products and services of the Align Group (including, without limitation, through the use and development of artificial intelligence or machine learning algorithms).
- 1.3. “**Data**” means any information or data you submit to the Web Portal including, without limitation, images, transaction information, identifiers, dates, documents, scans (including intraoral scans and all related file types; e.g., ADF, STL, 3DS, 3DM, RTH, ITR, and UDX files), personally identifiable information (including names, dates of birth, identification numbers, photograph), protected health information (including prescriptions, forms, radiographs, treatment plans and ClinCheck® videos), Usage Data and Registration Data (each defined below), and other information or content.

### 2. Access.

- 2.1. Your use of the Web Portal and access to the Products and Services requires you to have a user account (“**Account**”). You are responsible for maintaining the confidentiality and security of your Account at all times. If you suspect that your Account has been compromised, you must immediately notify Align.

- 2.2. You may select certain members of your staff, employees, or other representatives (“**Authorized Users**”) to access and use your Account and the Products and Services on your behalf. You will at all times be responsible for, and expressly assume, all liability and risk associated with your Authorized Users’ use of the Web Portal and access to the Products and Services. You will ensure that all Authorized Users have read, and are familiar with, these Web Portal Terms. Any violation of these Web Portal Terms (including, without limitation, those obligations identified in Section 3.1) in connection with your Account will be deemed to be your violation, whether such violation was committed by you, your Authorized User, or any third-party having access to your Account.
- 2.3. As a convenience to you, the Web Portal includes links to third-party websites that may offer third-party services. By clicking such link, you will leave the Web Portal and be redirected to a third-party website. Third-party websites and services are not under Align’s control and Align is not responsible for the content of any third-party websites, any links contained in third-party websites, or any third-party services. Your use of third-party websites and services are at your own risk and Align will not be responsible for any damages or loss arising out of or relating to your access to, use of, or any other actions you take with regard to, third-party websites and services.
3. Restrictions.
- 3.1. You will not:
- (i) copy, modify, disassemble, decompile, reverse-engineer, or attempt to view or discover the source code of the Products or Services, in whole or in part, or permit a third party to do so;
  - (ii) sell, resell, license, sublicense, distribute, rent, lease, or otherwise provide access to your Account or the Products and Services to any third party except as explicitly authorized by Align in these Web Portal Terms; and
  - (iii) copy, upload or post on any networked computer, broadcast in any media, or use, modify, distribute, publish, transmit or create derivative works of any material, data or content made available through the Web Portal or the Products or Services, including into any application, bot, software, or website, including those using artificial intelligence technologies.
- 3.2. Align reserves the right to suspend or disable your Account at any time if Align believes you have violated these Web Portal Terms.
4. Representations and Warranties. You represent and warrant, and will ensure, that:
- 4.1. Your use of the Web Portal and access to the Products and Services will, at all times, comply with applicable laws, including, without limitation, applicable data protection laws; and
- 4.2. You have properly notified and obtained, and will maintain, all consents, permissions and rights from third parties (including, without limitation, your Authorized Users, patients, and customers) necessary to grant the license in Section 1.2 and to enable the Align Group to use the Data in accordance with these Web Portal Terms.
- 4.3. Align’s use of Data does not violate any intellectual property rights, privacy rights, or other rights of any third party.
5. Lab Accounts.
- 5.1. As a Lab to be listed on myiTero.com and the [iTero Lab Locator](#), and to be available to receive submissions through myiTero.com, you must: (i) create and maintain an iTero lab account (“**Lab Account**”), (ii) have an active Lab Services Agreement with any of the Align Group, and (iii) remain at all times in compliance with these Web Portal Terms.
- 5.2. Your Lab Account name may not include or reference any product or service name or mark (whether or not registered). Align may, at any time, delete any product or service name or mark reference from your Lab Account name.

5.3. As a Lab, you will be issued a Lab Account if you are a legitimate business that complies with the Lab criteria listed below. Align may de-list a Lab Account on myiTero.com or the [iTero Lab Locator](#), or may otherwise suspend or terminate the Lab Account, if Align becomes aware of any of the following circumstances:

- (i) If Align has determined that any association with you would be damaging to Align's brand or reputation, or you are likely to have a negative impact on, or would be detrimental to, Align's customers, patients, or business;
- (ii) If you or your products or services have infringed or will infringe Align's intellectual property rights;
- (iii) If you have violated local laws in conducting your business; or
- (iv) If Align has or has had negative business dealings or legal disputes with you.

6. Lab Placement Programs and Promotional Activities.

6.1. A "**Placement Program**" is any arrangement in which an individual or legal entity ("**Lessee**") leases, rather than purchases, an iTero scanner from another individual or legal entity ("**Lessor**") pursuant to an independent agreement between that Lessor and Lessee ("**Placement Agreement**"). If you are a Lessor, you agree that Align may, and you will inform your Lessee(s) that Align may, share Lessee's Usage Data with you for the purpose of monitoring Lessee's compliance with the terms of the Placement Agreement.

6.2. A "**Lab Promotional Activity**" is any arrangement in which Align and a Lab engage with one another to promote Align Group products and services to Account holders that have previously engaged with that Lab via the Web Portal (each, an "**Associated Account Holder**"). If you are a Lab, you agree that Align may, and you will inform Associated Account Holders that Align may, share the Associated Account Holder's Usage Data with you in connection with a Lab Promotional Activity.

7. Invisalign Outcome Simulator Pro Feature.

7.1. The Invisalign Outcome Simulator Pro ("IOSim Pro") is a simulation tool intended for health care professional-use only. IOSim Pro is not developed or intended for use as a medical device, and not intended to support or provide recommendations to health care professionals about prevention, diagnosis, treatment, or mitigation of a disease or condition. IOSim Pro is not intended to be used for any clinical purpose, including as a virtual anatomical model for investigation of a patient's anatomy. IOSim Pro shall not be engaged in rendering medical, clinical, or other health-related advice or services. Neither Align nor IOSim Pro will interfere with your treatment or diagnosis decisions. If medical or other expert advice, service or assistance is required, the services of a competent medical professional should be sought. You are under no obligation to use IOSim Pro. You shall use your own professional judgment to determine whether and how to proceed with the patient's treatment, and shall be responsible for your clinical decision made or advice given as a result of the use of IOSim Pro.

8. Intellectual Property.

8.1. Align owns all rights (including any intellectual property rights), title, and interest in and to the Web Portal, Products, and Services. Except as expressly set forth in these Web Portal Terms, Align grants you no rights or licenses in or to the Web Portal, Products, or Services, or other Align intellectual property, whether by implication, estoppel, or otherwise.

8.2. Align may collect, use, and/or share with and amongst the Align Group any: (i) usage data, transaction data, and telemetry relating to your use of the Web Portal and access to the Products and Services ("**Usage Data**"), and (ii) registration information, contact information, and other

information about you (“**Registration Data**”). You direct Align to share your Usage Data with Labs in connection with a Placement Program and any Lab Promotional Activity.

8.3. The Align Group uses anonymized data for promotional, educational, and research and development purposes, for publications in professional or academic journals, and for creation of marketing and collateral materials.

9. Payment and Taxes. Your access to Products and Services is free of charge. However, your receipt of Products and Services may be subject to additional charges. Align will charge your submitted payment method for any such charges, including any applicable taxes and fees.

10. Disclaimer; Indemnification; Limitation of Liability

10.1. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR USE OF THE WEB PORTAL AND ACCESS TO THE PRODUCTS AND SERVICES ARE AT YOUR SOLE RISK. THE WEB PORTAL, PRODUCTS, AND SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ALIGN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ANY THIRD-PARTY PRODUCT OR SERVICE THAT CONSTITUTES OR IS CONTAINED IN, INCORPORATED INTO, ATTACHED TO, OR PACKAGED TOGETHER WITH, THE PRODUCTS OR SERVICES; MERCHANTABILITY; QUALITY; FITNESS FOR A PARTICULAR PURPOSE; TITLE AND NON-INFRINGEMENT.

10.2. You agree to indemnify, defend, and hold harmless Align and its officers, directors, employees, and consultants against any and all claims, demands, action, losses, costs, expenses, obligations, liabilities, and damages arising out of or in connection with (i) your use of the Web Portal and access to the Products and Services, your violation of these Web Portal Terms, (ii) your breach of any representation or warranty, (iii) your violation of any third-party rights, and (iv) if you receive Usage Data in connection with a Placement Program or Lab Promotional Activity, your use of such Usage Data for any purpose not described in Section 6.

10.3. IN NO EVENT WILL ALIGN’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE WEB PORTAL TERMS UNDER ANY THEORY OF LAW EXCEED USD\$500.

11. Enforcement and Termination.

11.1. Align may terminate these Web Portal Terms or suspend your use of the Web Portal and/or access to the Products and Services for any or no reason upon notice to you. You may terminate your access to or use of the Web Portal and the Services for any or no reason upon written notice to Align.

11.2. The license in Section 1.1 of these Web Portal Terms will simultaneously and automatically terminate upon termination of these Web Portal Terms.

12. Miscellaneous.

12.1. Notices to you under these Web Portal Terms may be made via e-mail or via the Web Portal (e.g., pop-ups).

12.2. The validity, interpretation, enforceability, and performance of these Terms will be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules. You consent to personal jurisdiction in the State and Federal courts in New York City, New York. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief for any reason and at any time in any court of competent jurisdiction.

12.3. These Web Portal Terms set forth the entire agreement and understanding between the parties as to the subject matter covered herein, and supersede all prior agreements or understandings relating thereto. If a portion of these Web Portal Terms is held to be unenforceable,

such portion will be construed as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect.

- 12.4. Align may amend these Web Portal Terms at any time, such amendment becoming effective upon giving notice to you. Your continued access to the Web Portal following such notice will be deemed your consent and agreement to such amendment. You may not amend these Web Portal Terms.
- 12.5. Align may assign or delegate any or all rights and obligations under these Web Portal Terms at any time without notice to you. You may not assign any of your rights or delegate or subcontract any of your obligations in these Web Portal Terms without Align's express written consent. Any attempted assignment or delegation not in accordance with this Section 12.4 will be null and void.
- 12.6. Align will not be deemed to be in breach of any obligation under these Web Portal Terms for any failure or delay in performance caused by reasons beyond its control (including without limitation acts of God, fire, flood, disease, epidemics and pandemics (including COVID-19), or government-imposed measures); provided however that Align will make commercially reasonable efforts to perform.
- 12.7. Align's failure to require your performance of any obligation or assert any right under these Web Portal Terms will not affect Align's insistence of such performance or assertion of such right at any time thereafter.
- 12.8. Notwithstanding anything contrary in these Web Portal Terms, any Section of these Web Portal Terms that by its nature should survive termination will remain in effect.