**Web PortalTerms of Use**

Align Technology, Inc. (“**Align**”) makes available the *myiTero.com* and *myAlignTech.com* websites (“**Web Portal**”) and certain software, products and/or services (collectively, “**Services**”) through the Web Portal. These terms of use (“**Terms**”) apply to you and your use of the Web Portal and access to the Services. By registering, accessing, or using the Services, you agree to these Terms and Align’s Privacy Notice, which are incorporated by reference into these Terms. If you are using the Web Portal and accessing the Services on behalf of your employer or a legal entity (including 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 Terms, in which case “**you**” and “**your**” as used within these 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 Terms, Align grants you a limited, personal, revocable, non-sublicensable and non-exclusive license to use the Web Portal and access the Services solely for your internal business purposes.

1.2 To the extent Align does not have rights in the Content (defined below), you grant Align and its affiliates and subsidiaries (collectively, “**Align Group**”) a non-exclusive, worldwide, paid-up and royalty-free, perpetual and irrevocable, transferable license (with a right to sublicense) to reproduce, use, create derivative works of, and distribute internally or with other users such Content: (i) in furtherance of these Terms; (ii) for marketing, promotional, or other business purposes; and (iii) to conduct research and development and make improvements with respect to the 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).

2. Access.

2.1 Your access to the 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 submit certain data, through the Web Portal or the use of the Services, including, without limitation, names, images, e-mails addresses, contact information, identifiers, dates, documents, scans, and other information or content (“**Content**”). Content includes Usage Data and Registration Data (each defined below).

2.3 You may select certain members of your staff, employees, or other representatives (“**Authorized Users**”) to access and use your Account and the Services on your behalf. You will at all times be responsible for, and expressly assume, all liability and risk associated with your Authorized Users’ access to, and use of, your Account and the Services. You will ensure that all Authorized Users have read, and are familiar with, these Terms. Any violation of these Terms (including, without limitation, those obligations identified in Section 3.1) 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.

2.4 As a convenience to you, the Web Portal includes links to third-party websites that may offer third-party services. By clicking such a 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 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 Services to any third party except as explicitly authorized by Align in these 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 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 Terms.

4. Representations and Warranties. You represent, warrant and covenant, and will ensure, that:

4.1 Your access to and use of the Web Portal and the Services will, at all times, comply with applicable laws, including, without limitation, applicable data protection laws; and

4.2 You have, and will maintain, all necessary patient permissions and consents to transmit Content, patient personal data or protected health information in accordance with these Terms.

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 (or be subject to the Lab Terms of Use) with any of the Align Group, and (iii) remain at all times in compliance with these 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. A Lab Account may not be listed on myiTero.com or the iTero Lab Locator, or the Lab Account may otherwise be suspended or terminated, 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 had negative business dealings or legal disputes with you.

6. Intellectual Property.

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

6.2 Align may collect: (i) usage data and telemetry concerning the use of Services (“**Usage Data**”), and (ii) registration information, contact information, and other information about you (“**Registration Data**”). Align may use Usage Data, and anonymized, de-identified or pseudonymized Registration Data, for any purpose.

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

8. Disclaimer; Indemnification; Limitation of Liability

8.1 YOUR ACCESS TO THE WEB PORTAL AND USE OF THE SERVICES ARE AT YOUR SOLE RISK. ACCESS TO THE WEB PORTAL AND USE OF THE SERVICES ARE PROVIDED “AS IS” AND ALIGN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8.2 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 your access to or use of the Web Portal and the Services, your violation of these Terms, or your violation of any third-party rights.

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

9. Enforcement and Termination. Align may terminate or suspend your access to or use of the Web Portal and the Services for any or no reason upon written 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.

10. Miscellaneous.

10.1 Governing Law & Venue. 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.

10.2 Notices. Notices to you under these Terms may be made via e-mail. Align may also provide notice of changes to these Terms by displaying notices or links to notices to you.

10.3 Complete Agreement. These Terms set forth the entire agreement and understanding between the parties as to the subject matter covered herein, and supersede all prior agreements, covenants, arrangements, or communications, whether oral or written, relating thereto. If a portion of these Terms is held to be unenforceable, such portion will be construed in accordance with applicable law 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.

10.4 Amendments. Align may amend these Terms at any time, at its sole option and discretion, upon giving notice to you. Your continued access to and use of the Services following such notice will be deemed your consent and agreement to such amendment. You may not amend these Terms.

10.5 Assignment. Align may freely assign or delegate any or all rights and obligations under these 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 Terms, whether by operation of law or otherwise, without Align’s express written consent. Any attempted assignment or delegation not in accordance with this Section 10.5 will be null and void. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

10.6 Force Majeure. Align will not be deemed to be in breach of any obligation under these 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 that prevent performance); provided however that Align will make reasonable efforts to perform.

10.7 No Waiver. Align’s failure to require your performance of any obligation or assert any right under these Terms will not affect in any way Align’s insistence of such performance or assertion of such right at any time thereafter. No course of dealing will operate as a waiver of the rights given under these Terms.

10.8 Survival. Notwithstanding anything contrary in these Terms, the following Sections will survive any expiration or termination of these Terms: Sections 1.2, 2.3, 5.1 through 5.5, 6.1, 7.1 through 7.3, [7.4 if applicable], 8.1, 10.1 through 10.4, 10.7, and 10.8.