

# ClearCorrect terms & conditions

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## Introduction

The following terms and conditions (“Terms and Conditions”) constitutes a binding contract between You and ClearCorrect Operating, LLC, a company with its principal place of business at 21 Cypress Blvd., Suite 1010, Round Rock, TX 78665 (“we”/“us”/“ClearCorrect”). You and ClearCorrect may each be referred to herein as a “Party” or collectively as the “Parties”. By placing an order with us, you agree to be bound by these Terms and Conditions.

## Orders and treatment setups

ClearCorrect manufactures custom orthodontic devices (“Appliances”) designed to adjust or retain the position of patients’ teeth based on doctors’ prescriptions. When both arches are being treated, a pair of Appliances (one for each arch) is referred to as a “set” (or “step”). When only one arch is being treated, one Appliance constitutes a set or step.

You can prescribe Appliances on our website for doctors (“Doctor’s Portal”). You may restrict treatment to a specific number of Appliances, or allow us to recommend a number of Appliances appropriate for your prescribed goals, based on our standard movement protocols.

If your prescription requires the design of new Appliances intended to move teeth (“active” Appliances), we will generate a 3D representation of the Appliances to be produced, based on your prescription (a treatment “setup”), for your approval. We won’t start producing Appliances until you approve a treatment setup. You will only be charged for treatment setups when you approve them.

If you only prescribe Appliances intended to retain the position of teeth (“passive” Appliances) or reproductions of existing Appliances, a treatment setup will not be generated.

An “order” is placed when a treatment setup is approved (or, if a treatment setup is not needed, when Appliances are prescribed). Payment is due in full when an order is placed. To the extent permitted by applicable law, overdue payments may be subject to finance charges computed at a periodic rate of 1-1/2% per month (18% per year). Amounts owed by you with respect to which there is no dispute must be paid without setoff for any amounts which you may claim are owed by us and regardless of any other disagreements which may exist. You shall also pay or reimburse us for all costs and expenses (including reasonable attorneys’ fees) incurred or paid by us in collecting amounts due from you or in enforcing your obligations hereunder.

## Treatment Plans

We offer six different pricing options:

- The FLEX fee will cover the exact amount of planned aligners, and treatment setup fees. By selecting the FLEX plan, additional fees are required for any revisions, replacements, or retainers.
- The MINI fee will cover up to 12 steps of aligners, including one revision with up to 12 sets of aligners, and treatment setup fees. Retainers and replacements are not included in the MINI package cost. Revision order must be submitted within 6 months of the original case approval date to be included in the MINI package, and the end treatment goal cannot be changed during the revision process. After MINI treatment expires, you may order additional products at standard FLEX prices.
- The ONE fee will cover up to 24 steps of aligners, including one revision with up to 24 sets of aligners, one set of retainers, and treatment setup fees. Replacements are not included in the ONE package cost. Revision and retainer order must be submitted within one year of the original case approval date to be included in the ONE package, and the end treatment goal cannot be changed during the revision process. After ONE treatment expires, you may order additional products at standard FLEX prices.
- The TWO fee will cover up to 48 steps of aligners, including two revisions with up to 48 sets of aligners each, two sets of retainers, and treatment setup fees. Replacements are not included in the TWO package cost. Revision and retainer orders must be submitted within two years of the original case approval date to be included in the TWO package, and the end treatment goal cannot be changed during the revision process. After TWO treatment expires, you may order additional products at standard FLEX prices.
- The THREE fee will cover up to 72 steps of aligners, including three revisions with up to 72 sets of aligners each, three sets of retainers, and treatment setup fees. Replacements are not included in the THREE package cost. Revision and retainer orders must be submitted within three years of the original case approval date to be included in the THREE package, and the end treatment goal cannot be changed during the revision process. After THREE treatment expires, you may order additional products at standard FLEX prices.
- The UNLIMITED fee will cover an unlimited number of steps of aligners, including unlimited revisions, unlimited replacements, unlimited sets of retainers, and treatment setup fees. Revision and retainer orders must be submitted within five years of the original case approval date to be included in the UNLIMITED package, and retainers can only be ordered two sets at a time, every six months. After UNLIMITED treatment expires, you may order additional products at standard FLEX prices.

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## Retainers

Retainers can either be based on a previous step or on new impressions or scans. During Unlimited Treatment, you may order up to two sets of retainers every six months at no additional cost. During ONE Treatment, you may order up to one set of retainers at the end of treatment, within one year of original case submission at no additional cost. During TWO Treatment, you may order up to two sets of retainers at the end of treatment, within two years of original case submission at no additional cost. During THREE Treatment, you may order up to three sets of retainers at the end of treatment, within three years of original case submission at no additional cost. All other retainers are available at standard Flex prices.

## Revisions

If your patient's teeth do not move as expected, you may request a "revision" for any patient treated with ClearCorrect Appliances. A new treatment setup will be created, starting from the current position. Minimal adjustments can be accommodated to the final set up during revision, like reducing expansion, overcorrection of rotation, or virtual elastics; but comprehensive re-planning of the final setup will not be possible except with the UNLIMITED treatment option. With the Unlimited treatment option, revisions are available at no additional cost for 5 years from original case approval. Under the MINI treatment option, one revision with up to 12 steps is included within six months of original case approval. Under the ONE treatment option, one revision with up to 24 steps is included within one year of original case approval. Under the TWO treatment option, two revisions with up to 48 steps each are included within two years of original case approval. Under the THREE treatment option, three revisions with up to 72 steps each are included within one year of original case approval. All other revisions are available at standard Flex prices. Revisions may be based on new scans or impressions, or on a previous step.

## Pricing

Products and prices are inclusive of taxes where permissible and assessed in a separate invoice in other instances. Prices are subject to change. We reserve the right to offer alternative products and pricing to individuals or groups at our sole discretion. We are not responsible for any taxes or fees that third parties may charge you, including foreign transaction fees.

## Appliance Restrictions

We reserve the right to refuse to apply vouchers, coupons or volume discounts to select services or products at ClearCorrect's sole discretion. We reserve the right to terminate our relationship with you; end Unlimited Treatment

early without refund; if you fail to comply with these Terms and Conditions; or if you abuse these policies.

## Volume discounts

Volume discounts may not be combined with other discounts.

## Cancellation and refunds

All sales are final. If an order is cancelled for any reason, we will not credit or refund any portion of the fees paid for that order.

## Legacy cases

Orders placed before Flex pricing was made available to you ("legacy cases") are subject to the following considerations:

- Open cases: If a legacy case is open and has never been closed, additional products ordered for that case will be subject to the pricing, terms & conditions in effect for that case before Flex pricing was made available to you. Legacy cases may not be held open indefinitely. Legacy Unlimited cases are not entitled to the additional benefits of Unlimited Treatment described in these Terms and Conditions, such as multiple sets of included retainers or five full years of treatment.
- Closed cases: After a patient's legacy case closes for the first time, any additional products or Appliances ordered for that patient will be treated as new orders at Flex pricing, subject to these Terms and Conditions.

## Records

In addition to any required patient, provider, and treatment information, the following records must be provided in a timely manner.

For all new patients:

- Scans or PVS impressions of both arches
- Photos from multiple angles (full face, smiling, profile, upper & lower occlusal, left & right lateral, and front)

For any retainers that are not based on a previous step:

- Scans or PVS impressions of requested arches

All records must accurately represent the current condition of the patient's teeth. You are solely and entirely responsible for the accuracy of the records you provide, and for maintaining same. Distorted or incomplete scans and impressions may impact the fit and performance of Appliances. We will not be liable for any issues caused by inaccurate records.

Digital x-rays are recommended, but not required. Photos and x-rays may only be submitted via the Doctor's Portal. Hard copies of records may be shipped to ClearCorrect or an authorized regional representative. These and all other submitted materials become the property of ClearCorrect and

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will not be returned. Additionally, any treatment records submitted through the doctor portal; included but not limited to STL files, physical impressions, bite registrations, x-rays, or any other submitted records become the property of ClearCorrect and will not be returned. Alginate impressions, stone models, and metal impression trays will be rejected.

## Shipment and delivery

After an order is placed, all planned Appliances will be shipped together (if purchased under FLEX or MINI pricing), or periodically in phases (if purchased under ONE, TWO, THREE, or UNLIMITED pricing). We shall not be liable for any damages, losses or expenses that you incur if we fail to meet targeted delivery dates.

Title and risk of loss of all Appliances shipped to You are FOB shipping point.

## Your representations

You represent and warrant to us that:

- (i) You are licensed to practice dentistry and/or orthodontics in the location(s) where, and at all times during which, treatment is being provided, and you conduct your practice in accordance with all dental laws, regulations and standards of care in effect and applicable to your practice location(s);
- (ii) You have all necessary training and expertise to treat patients using our products and Appliances;
- (iii) Your use of our products or Appliances will be in accordance with all applicable medical and dental standards and in compliance with our Instructions for Use; and
- (iv) You have properly explained the products and Appliances to your patients before starting treatment.
- (v) You have obtained the appropriate patient consent before starting treatment, including disclosure that You may share their medical records with third parties in order to facilitate treatment at your direction.

## Warranties and disclaimer

ClearCorrect is a medical device manufacturer and does not practice dentistry or give medical advice. ClearPilot software represents planned tooth movements based on the setup and does not reflect actual tooth movements; tooth movement data should be used as a reference only. You are solely responsible for prescribing and administering orthodontic treatment and maintaining all patient medical records.

If you get access to Treatment Planning Services through the Doctor Portal please note that these services shall only be considered as recommendations and that the ultimate

decision on whether or not to apply the Treatment Planning Services or to adapt them to the conditions of the specific patient remains with you as the treating doctor. Neither ClearCorrect nor any provider of Treatment Planning Services shall become liable for any damages, claims, liabilities etc. that may result or arise in context with the Treatment Planning Services provided to you.

Clear aligner therapy is unpredictable. We do not guarantee a successful treatment outcome.

Individual results will vary. We warrant that our products:

- (i) shall conform to the specifications represented in the treatment setup that you approve; and
- (ii) are free from defects in material and workmanship.

We shall not be liable for:

- (i) any defects that are caused by neglect, misuse, or mistreatment of its products by you, the patient, or any third party;
- (ii) any defects that are caused by patients' failure to follow directions including (but not limited to) wearing aligners out of sequence or wearing aligners for less than 22 hours per day;
- (iii) any products that have been altered or modified in any way by an individual or entity other than Us;
- (iv) any products being used in combination with other third-party products; or
- (v) any defects that result from errors in your submitted records or prescription.

The limited warranty for each Appliance expires 90 days after delivery date of the Appliance. Delays to a patient's wear schedule after products are shipped do not extend the limited warranty period. If any ClearCorrect product fails to conform to the limited warranty set forth above, our sole liability, at our option, shall be to:

- (i) replace such product or Appliance; or
- (ii) credit your account for the cost paid for such product or Appliance.

You may be required to return such product or Appliance in order to receive a replacement or credit. If we elect to replace such product or Appliance, replacements will be provided based on your account case profile and outlined turnaround times. If you have questions about your case profile please contact support@clearcorrect.com. Replaced products or Appliances shall be covered under the limited warranty period described above.

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EXCEPT AS SET FORTH ABOVE, WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY SPECIFIC PURPOSE.

## Data privacy

The account information you provide through our Doctor's Portal (including doctor or user names, specialties, degrees, training level, experience level, practice names, practice addresses, billing addresses, websites, contact information, payment methods and preferences, treatment methods and preferences and any other user information) is used to provide the products and services outlined herein, and may also be used to help patients identify You through our Doctor Locator service.

In respect of your patient you are considered a separate controller for the health care services and treatments you provide and prescribe to your patient. ClearCorrect acts as a separate controller under applicable data protection laws and regulations for the patient data you provide to ClearCorrect for the specific purpose of processing and manufacturing the orders. For more information on how personal information will be processed by ClearCorrect and the Straumann Group, please refer to the applicable Straumann Group Privacy Policy accessible at any time on your Doctor Portal, and which you accepted before you placed an order on the Doctor Portal.

## Limitations of liability

In no event shall we be liable for any consequential, incidental, indirect, exemplary, punitive or special damages in connection with or arising out of the use of the products provided hereunder, or breach of the Terms and Conditions however caused, and under any theory of liability whether in negligence, breach of warranty, strict liability, contract, tort, indemnity or any other cause or theory whatsoever. Excluded damages include loss of profits, loss of use and costs of replacement or substitute products.

In no event shall our aggregate monetary liability for damages of any kind arising out of or in connection with or any use of any product provided hereunder, or breach of the Terms and Conditions exceed the total amount paid to us by you for the particular products sold for which losses or damages are claimed.

## Indemnification

You agree to indemnify, defend and hold harmless ClearCorrect and/or its officers, agents, employees, contractors, successors and assigns from and against any and all liability, obligations, losses, claims, actions, damages, penalties, fines, demands or suits and all related costs, attorney's fees and expenses of any kind and nature whatsoever arising under any theory of legal liability (a "Claim") that may be asserted against us arising out

of, or resulting from, or relating to:

- (i) use of products sold under this agreement;
- (ii) any breach of or failure of you to abide by any of the Terms and Conditions;
- (iii) any breach or alleged breach of any representations or warranties made by you or any incorrect information provided by you or your patient; or
- (iv) our provision of or failure to provide products or Appliances to you, unless the provision of or failure to provide such products or Appliances was due to our willful misconduct or gross negligence.

Your obligation to defend us against any Claim is separate and distinct from the obligation of indemnity set forth in this above. You have the right and obligation to assume the defense of any Claim with counsel chosen by you and reasonably acceptable to ClearCorrect provided that counsel to ClearCorrect may participate in the defense of the Claim with counsel for you, at our expense. You will not have the right to assume the defense of a Claim made against both ClearCorrect and you if counsel for ClearCorrect advises in writing that a conflict in interest between ClearCorrect and you would under applicable ethical principles preclude a single counsel or firm from defending both Parties.

## Relationship of parties

The Parties are and at all times shall be an independent party and not the agent or employee of ClearCorrect. Neither these Terms and Conditions nor any contract with ClearCorrect nor any course of dealing or practice shall be interpreted as creating, or shall be deemed to create, any employer-employee, principal-agent, partnership, joint venture or other relationship between you and ClearCorrect.

## Assignment

These Terms and Conditions shall not be assigned by either Party hereto without the prior written consent of the other Party.

## Successor and assigns

These Terms and Conditions shall be binding upon and shall inure solely to the benefit of the Parties hereto and their respective successors and shall not be for the benefit of any other person, persons, or legal entities.

## Entire agreement and amendment

These Terms and Conditions, your prescription, and the Patient Informed Consent Form shall constitute and contain the entire agreement of the Parties and supersede any and all prior negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter hereof, unless otherwise specified in writing by an authorized representative of

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ClearCorrect. These Terms and Conditions can only be modified by an authorized representative of ClearCorrect.

## Severability

If any provision of these Terms and Conditions is or shall be deemed a violation of any applicable law, rule or regulation, such legal invalidity shall not void or affect the remaining terms and provision of these Terms and Conditions.

## Force majeure

We cannot be in default or breach by reason of any failure of its performance under this agreement if such failure results, whether directly or indirectly, from fire, explosion, strike, freight embargo, act of God, or of war, civil disturbance, act of any government, epidemic, pandemic or other occurrences beyond our control.

## Notices

All notices, demands, requests, approvals and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made as of

## Image Request - Agreement of Use

The business, laboratory owner, or clinician whose name appears below (“you” or “your”) has asked ClearCorrect, LLC (“ClearCorrect”) for permission to use certain copyrighted images, the ClearCorrect logo or wordmark (the “Images”) for the sole and limited purpose of promoting your business and the use of ClearCorrect products within your operation (the “Purpose”). ClearCorrect agrees to allow you to use such copyrighted images on a royalty-free basis for the Purpose, provided you agree to and abide by all of the following conditions:

- 1) you will use only the Images provided to you by ClearCorrect and you will not alter the Images in any way without first obtaining ClearCorrect’s prior written approval;
- 2) you will include the statement “Images courtesy of ClearCorrect, LLC, its parents, affiliates or subsidiaries. © ClearCorrect, LLC, all rights reserved.” immediately below or next to any such Image that you use for the Purpose;
- 3) you will not use the Images for any purpose other than the Purpose, and you agree that any such use shall be consistent with highest professional standards and not for any purpose that ClearCorrect may deem, in its sole and absolute discretion, to be lewd or otherwise inappropriate;
- 4) if you are using select images, and not an entire ClearCorrect-prepared presentation you agree to deliver any material containing the Images to ClearCorrect for prior approval at least ten (10) business days prior to publication, and you acknowledge that ClearCorrect shall have the right to prohibit the publication of any such material that it deems, in its sole discretion, to be inconsistent with its corporate image, branding, marketing, or other business strategies or objectives;
- 5) you agree that ClearCorrect shall have the right to terminate this Agreement of Use at any time upon five (5) days written notice, for any reason or no reason whatsoever, and you agree that upon receiving such notice, you shall cease the distribution of and destroy any materials containing the Images;
- 6) you agree that you shall not be entitled to recover any costs, fees, damages, or other sums from ClearCorrect for any claim relating to or arising out of the permission granted in this Agreement for Use; and,
- 7) you agree that you will not permit the use of the Images by any third party without the prior written consent of ClearCorrect, and that doing so will be deemed a violation of this Agreement.

This agreement shall inure to the benefit of the parents, affiliates, subsidiaries, successors and assigns of ClearCorrect. You are not permitted to assign this Agreement of Use to any other party without the prior written consent of ClearCorrect or its designated successor or assignee.

the date delivered or mailed if delivered personally or mailed by certified mail (postage prepaid, return receipt requested), or on the date transmitted if transmitted by facsimile or electronic mail, to You, at the address You provide.

## Waiver

The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by either Party of any condition, or of the breach of any term, provision, covenant or warranty contained in these Terms and Conditions, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, provision, covenant or warranty.

## Governing law

These Terms and Conditions shall be construed and governed under and by the laws of the State of Texas, USA. The Parties agree that the exclusive venue for any legal action authorized hereunder shall be in Williamson County, Texas.