

Terms and Conditions

Effective: April 1, 2020

Introduction

The following terms and conditions (“T&C”) shall apply to the use of the ClearCorrect portal <https://dr.clearcorrect.com> (“Doctor’s Portal”) and it constitutes a binding contract between you (“You” or “Buyer”) 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 using the Doctor Portal you agree to be bound by this T&C and accept them in their entirety.

In certain regions, ClearCorrect facilitates transactions of the ClearCorrect products by third party authorized distributors (each a “Distributor”) on the Doctor Portal. ClearCorrect provides a service for the Distributors and Buyer to complete transactions and the Treatment Setup (as defined below). While that is carried out on the Doctor Portal, ClearCorrect is neither the Buyer nor the seller of the ClearCorrect products. Accordingly, the contract formed at the completion of a sale for these ClearCorrect products is solely between Buyer and Distributor (“Sale Contract”). CLEARCORRECT IS NOT A PARTY TO THIS CONTRACT NOR ASSUMES ANY RESPONSIBILITY ARISING OUT OF OR IN CONNECTION WITH IT NOR IS IT THE DISTRIBUTOR’S AGENT. The Distributor is responsible for the sale of the ClearCorrect products vis-à-vis the Buyer and for dealing with any Buyer claims or any other issue arising out of or in connection with the Sale Contract between the Buyer and Distributor.

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 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. Under normal circumstances, you will only be charged for Treatment Setups if and when you approve them. However, if a majority of the treatment Setups we generate for you remain unapproved 60 days after their creation, you may be required to pay the Distributor for treatment Setups in advance until a majority of your Setups have been approved, depending on the Sale Contract with your Distributor. All

payments shall in any case be handled by the Distributor.

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.

When a Treatment Setup is approved (or, if a Treatment Setup is not needed, when Appliances are prescribed) an “Order” is placed to your Distributor.

By accepting the Treatment Setup and placing an Order, you are accepting the terms and condition of the Sale Contract with your local Distributor.

Pricing and Sale Conditions

All terms and conditions of sale depend on the Sale Contract with your local Distributor in particular with regards to, but not limited to:

- (i) Volume discounts and pricing;
- (ii) Retainers and revisions;
- (iii) Cancellation and refunds;
- (iv) Shipment and delivery.

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 your Distributor. Alginate impressions, stone models, and metal impression trays will be rejected. These and all other submitted materials become the property of ClearCorrect and will not be returned.

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Your representations

You represent and warrant to us that:

- (v) 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);
- (vi) You have all necessary training and expertise to treat patients using our products;
- (vii) Your use of our products will be in accordance with all applicable medical and dental standards and in compliance with our product specifications;
- (viii) You have properly explained our products to your patients before starting treatment;
- (ix) You have obtained an executed Patient Informed Consent Form from each patient you treat using our products; and
- (x) You agree to provide a copy of the executed Patient Informed Consent Form to us or your Distributor upon request.

Warranties and disclaimer

ClearCorrect is a medical device manufacturer and does not practice dentistry or give medical advice. You are solely responsible for prescribing and administering orthodontic treatment and maintaining all patient medical records. A Treatment Setup, which is created and prepared based on your input, should only be seen as part of the technical and plan-related support for the Buyer and should not be interpreted as medical advice. 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:
- (iii) any defects that are caused by neglect, misuse, or mistreatment of its products by you, the Distributor, the patient, or any third party;
- (iv) any defects that are caused by failure to follow directions including (but not limited to) wearing aligners out of sequence or wearing aligners for less than 22 hours per day;
- (v) any products that have been altered or modified in any way by an individual or entity other than us;
- (vi) any products being used in combination with other third party products; or
- (vii) any defects that result from errors in your submitted records or prescription.

The limited warranty for each Appliance expires 90 days after the patient is scheduled to start wearing it, based on the delivery date and expected wear schedule. Delays to a patient's wear schedule after products are shipped do not extend the warranty period.

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.

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 StraumannGroup, please refer to the applicable StraumannGroup 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 THIS T&C OR THE USE OF THE CLEARCORRECT PRODUCTS PROVIDED HEREUNDER, 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 THIS T&C, OR ANY USE OF ANY PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO US 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,

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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) any breach of or failure of you to abide by any term of this T&C; or

(ii) any breach or alleged breach of any representations or warranties made by you in this T&C or any incorrect information provided by you or your patient.

Your obligation to defend us against any Claim is separate and distinct from the obligation of indemnity set forth in this T&C. 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 agree herewith that you are and at all times shall be an independent party and not the agent or employee of ClearCorrect. Neither this T&C 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

This T&C shall not be assigned by either Party hereto without the prior written consent of the other Party.

Successor and assigns

This T&C 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 T&C and amendment

This T&C, 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 T&Cs between the Parties respecting the subject matter hereof, unless otherwise specified in writing by an authorized representative of ClearCorrect. This T&C can only be modified by an authorized representative of ClearCorrect.

Severability

If any provision of this T&C is or shall be deemed a violation of any applicable law, rule or regulation, such legal invalidity

shall not void this T&C or affect the remaining terms and provision of this T&C and this T&C shall be construed and interpreted to comply with all laws, rules or regulations.

Force majeure

We cannot be in default or breach by reason of any failure of its performance under this T&C 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, de jure or de facto, or any agency or official thereof, labor shortage, transportation contingencies, severe weather, default of manufacturer or supplier, quarantine or restriction, epidemic or catastrophe, lack of timely instructions or essential information from you or any third party, or other conditions 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 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 this T&C, 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

This T&C 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.