

¹ **Refinement** is an option to order additional aligners typically during the final few stages (the final three stages excluding overcorrection) of treatment before the Treatment Expiration Date if further tooth movement is needed in order to meet the original treatment goals. The order must be received prior to the Treatment Expiration Date. For Invisalign® Full and Invisalign® Teen, three refinements are included in the price if the refinement order is received before the Refinement Fee Date. If either of the first two refinements are included in the initial price, then the Refinement Fee Date will be recalculated from the refinement ship date per the Refinement Fee Date definition. However, a \$250+GST refinement fee will apply (i) if the refinement order is not received before the Refinement Fee Date or (ii) additional refinements are ordered beyond what is included in the original treatment option order submission. Submitting two arches at one time is considered one refinement order. Submitting two arches on separate times is considered two refinement orders. For any refinements, new photos are required and new impression(s) or intra-oral scan(s) are optional but recommended if the last aligner does not fully adapt to the teeth. Submitting two arches at two different times cannot be done with Invisalign® Lite and Invisalign® i7. Invisalign® Lite and Invisalign® i7 automated refinement³ orders are limited to 1 automated refinement. This automated refinement is an option that you may order for an additional fee with the Invisalign® i7 treatment. Automated refinement is included in the price of the Invisalign® Lite treatment, provided that the automated refinement is submitted to Align prior to the Refinement Fee Date, otherwise a \$250+GST fee will apply. In order to receive an automated refinement, all required records (including the automated refinement order form) must be received by Align prior to the Treatment Expiration Date. For any automated refinement, new photos are required and new impression(s) or intra-oral scan(s) are required.

² **Mid-course correction (MCC)** is an option to order new aligners during treatment if clinical results have deviated to such an extent that the aligner(s) no longer fit. MCCs are included in the applicable treatment option price*, and must be received prior to the Refinement Fee Date. If the MCC order is received before the Refinement Fee Date, the Refinement Fee Date will be recalculated from the MCC ship date per the Refinement Fee Date definition. Once a patient has entered Refinement, they are no longer eligible for an MCC. For Invisalign® Lite and Invisalign® i7, MCC is not available. For MCCs, new photos and new impression(s) or intra-oral scan(s) are required. *An additional fee of \$600+GST will be charged to you if you have 4 or more MCC orders per treatment.

³ **Automated refinement** is an option to order additional aligners to move teeth closer to the originally approved final ClinCheck® position if further tooth movement is desired. For Invisalign® i7, the automated refinement gives you the option to order up to 7 additional aligners to move teeth closer to the original approved final position. For Invisalign® Lite, the automated refinement gives you the option to order up to 14 additional aligners to move teeth closer to the original approved final position. Submitting two arches at two different times cannot be done with Invisalign® Lite and Invisalign® i7. One automated refinement may be ordered for an additional fee with the Invisalign® i7 treatment and one automated refinement is included in the price of the Invisalign® Lite treatment, provided that the automated refinement is submitted prior to the Refinement Fee Date, otherwise a \$250+GST fee will apply. A ClinCheck® treatment plan will be prepared for you showing how the teeth will move to the originally approved final position, however no changes can be made to the ClinCheck® treatment plan. The aligners are automatically produced and shipped pursuant to the originally approved final position. Invisalign® Lite and Invisalign® i7 automated refinement orders are limited to 1 automated refinement and they must be received prior to the Treatment Expiration Date. In order to receive an automated refinement, all required material (including the automated refinement order form) must be received by Align prior to the Treatment Expiration Date. For any automated refinement, new photos are required and new impression(s) or intra-oral scan(s) are required.

⁴ **Invisalign® Teen replacement aligners** (up to 6 individual or 3 sets) may be requested at no fee if the order(s) is received before the Refinement Fee Date. Dual arch replacement aligners constitute 2 replacement aligners. Replacement aligners requested at the same time will be shipped together. Replacement aligners orders received for more than 6 individuals or 3 sets and/or received after the Refinement Fee Date will be charged the then current pricing.

⁵ **Invisalign® Lite treatments** do not allow for MCC and are limited to 1 free of charge automated refinement³ provided it is submitted prior to the Refinement Fee Date, otherwise a \$250+GST fee will apply. Invisalign® Lite automated refinement submissions must be received prior to the Treatment Expiration Date. Submitting two arches at two different times cannot be done with Invisalign® Lite.

⁶ **Invisalign® i7 treatments** do not allow for MCC and are limited to 1 paid automated refinement³ and must be received prior to the Treatment Expiration Date. Submitting two arches at two different times cannot be done with Invisalign® i7.

⁷ **Required records** for Invisalign® Full, Invisalign® Teen, Invisalign® Lite, Invisalign® i7 and mid-course corrections are the completed online prescription form, online photos as well as upper and lower impressions or intra-oral scans. If one or more items are missing, the treatment order will not be processed until all records are received. For any refinement, the completed online prescription form and new photos are required, however, new impression(s) or intra-oral scan(s) are optional but recommended if the last aligner does not fully adapt to the teeth. For any automated refinement, the completed online prescription form and new photos are required and new impression(s) or intra-oral scan(s) are required. For Vivera® retainers, the completed online prescription form is required and new impression(s) or intra-oral scan(s) may or may not be required dependent on the option chosen. For Vivera® retainers for non Invisalign® patients, Doctor must submit a new impression(s) or intra-oral scan(s) for use in manufacturing the retainers. For replacement aligners, the completed online order form is required.

⁸ Includes 3 retainers

⁹ Includes 3 sets of retainers

TERMS & CONDITIONS

INTRODUCTION

Invisalign Australia Pty Ltd ("IA") (ABN 89 098 357 736) through Align Technology, Inc. ("Align") has developed a series of clear polymer, removable devices that either retain teeth or move teeth in small increments from their original state to a more ideal treated state. Align has also developed ClinCheck® software, a proprietary 3D computer application for depicting and viewing an orthodontic treatment plan, including a virtual representation of the patient's expected tooth movement from the beginning stage to the final position.

IA trains doctors within the Territory to use Invisalign® products. After completing the necessary training doctors can develop treatment plans for specific patients incorporating use of the Invisalign® software to assist in creating a treatment plan. "ClinCheck® treatment plan" shall mean the prescription form, and the ClinCheck® model (including staging and any requested modifications) approved by the doctor (when offered with the treatment option), which specifies the desired movements for a particular patient's teeth over the course of the treatment period. Upon approval from the doctor, Align will use the ClinCheck® treatment plan to develop a series of customised Invisalign® aligners.

The following terms and conditions are in effect as of the date of the receipt of your order, as applicable, and will constitute an agreement between you ("Doctor") and IA and Align (the "Agreement").

PRODUCT USE AND DOCTOR RESPONSIBILITY

IA and Align is not a provider of medical, dental or health care services and does not and cannot practice medicine, dentistry or give medical advice. IA and Align will not initiate, edit or modify a patient's ClinCheck® treatment plan. IA and Align may from time to time provide information or recommendations to Doctor; however, IA and Align will not control or pressure Doctor in the exercise of Doctor's professional judgment. Decisions about treatment of a patient are to be made by Doctor, and Doctor is solely responsible for review and approval of ClinCheck® treatment plans to determine whether Invisalign® products and/or treatment options are appropriate for a specific patient, use or application, diagnosis and treatment of each patient and the resulting outcome. Some Align product and/or treatment options offerings incorporate default or preset treatment staging protocols which are accepted by the Doctor as part of his/her prescription when submitting an order to which these protocols apply. Information about treatment staging protocols can be accessed via the Invisalign® Doctor Site in the Global ATI or at time of order submission. It is within Doctor's sole discretion to implement any of IA or Align's recommendations, including but not limited to proceeding with order submission. Each order is subject to acceptance by Align, and will become a binding contract only if accepted by Align.

Align treatment options are only available to currently licensed orthodontists and dentists who have attended an Invisalign® Training Course within the prior 24 months or who have attended an Invisalign® Training Course more than 24 months ago and have submitted a certain level of treatments within the prior 24 months. Align treatment options are only available to orthodontists and dentists that have maintained their customer standing. IA or Align may require Doctor to submit feedback regarding a patient's treatment with the Invisalign® system upon treatment completion.

DESCRIPTION OF PRODUCTS AND SERVICES

INVISALIGN® SERVICES

IA and Align offer services containing factual advice and documentation for use by the doctors in creating or evaluating the effectiveness of a proposed ClinCheck® treatment plan. The services are not a substitute for dental or medical advice, and Doctor has the sole responsibility for evaluating whether a ClinCheck® treatment plan is appropriate for a specific patient. IA and Align assumes no liability or responsibility for ClinCheck® treatment plans. It is a Doctor's responsibility to adhere to relevant State and Commonwealth laws and regulations and any professional obligations.

THIRD PARTY SERVICES

If a Doctor requires further guidance, treatment planning services are available through independent third parties. IA and Align assumes no liability or responsibility for treatment plans developed with a third party or the associated outcome of such third party treatment planning services. If third party treatment planning services are used, the sharing of any records or medical information must adhere to and it is Doctor's responsibility to ensure compliance with relevant State and Commonwealth laws and regulations, including the *Privacy Act 1988* (Cth).

CLINCHECK® SOFTWARE

ClinCheck® software is a computerised approximation of desired tooth movement for a specific patient. ClinCheck® software results are simulated approximations based on the approved ClinCheck® treatment plan; therefore actual clinical results may vary. Doctor is requested to review the ClinCheck® treatment plans thoroughly. Many doctors make changes via the ClinCheck® software prior to approving the final ClinCheck® treatment plan. Doctor's approval of the customised ClinCheck® treatment plan is considered a prescription to Align and Align's final authorisation to manufacture the aligners. Prior to use of the ClinCheck® software, Doctor agrees to review and approve the terms of the ClinCheck® Software License Agreement. IA and Align recommends that Doctor delays extraction of any teeth until after approval of the ClinCheck® treatment plan, if medically feasible.

INVISALIGN® ALIGNERS

The aligners may be used by a doctor to treat a patient's upper and/or lower arch. All aligners are manufactured to cover the teeth captured in the impression or intra-oral scans; however, the scope of the ClinCheck® treatment plan will vary depending on the treatment methodology and prescription submitted by Doctor. Replacement aligners may be ordered as needed if any aligner has been lost or damaged; however, additional fees may apply unless such loss or damage is the cause by an act or omission of IA.

INVISALIGN® FULL

The Invisalign® Full treatment option allows for maximum flexibility and is used to treat a wide range of malocclusion. May only be purchased online through the Invisalign® Doctor Site. Free of charge mid-course corrections are available. Align Technology's treatment option straightens teeth with a series of removable, virtually invisible aligners that provides an opportunity to treat a full spectrum of patients.

INVISALIGN® TEEN

Invisalign® Teen is a treatment option for non-adult treatment, with features that address the clinical concerns of compliance and natural eruption of teeth. May only be purchased online through the Invisalign® Doctor Site. Free of charge mid-course corrections are available. The special features include compliance indicators, eruption tabs and compensators for natural eruption, the use of auxiliaries may be needed for guided or forced eruption. Invisalign® Teen is indicated for patients who are in the permanent dentition or erupting dentition where at least all first premolars are erupted in order to establish the occlusal plane. It is highly recommended that you have the appropriate education and experience prior to using Invisalign® Teen in your treatments. In addition, 6 individual or 3 sets of replacement aligners are included with Invisalign® Teen if ordered prior to the Refinement Fee Date, any other or additional replacement aligners will be at fee. Mid-course correction and refinements with Invisalign® Teen require new impressions or intraoral scans especially when it concerns those with eruption tabs or compensators. Submitting refinements with photos only is not recommended.

INVISALIGN® LITE

Invisalign® Lite is a treatment for minor crowding or spacing treatments, pre-restorative treatments, aesthetic treatments, partial / combination treatments and improving smiles in 14 or fewer stages. May only be purchased online through the Invisalign® Doctor Site. Alignment in single arch treatments may be limited in some patients due to overjet/overbite constraint. There are no required clinical criteria. However, treatment will be done according to default protocols and velocities to occur within 14 aligners per arch. Please keep this in mind when submitting treatments for Invisalign® Lite, as treatments will not be sped up to try to squeeze clinical movements to occur within 14 aligners per arch. If submitted treatment cannot be accommodated 14 aligners per arch, treatments may be accepted as a partial treatment of 14 or fewer aligners, or can be switched to an Invisalign® Full or an Invisalign® Teen treatment per the applicable treatment option fees. **Important:** if Invisalign® Lite is upgraded to an Invisalign® Full or Invisalign® Teen treatment, then applicable charges will apply (i.e.: billed based on the order at the time of ClinCheck® acceptance and not on the order that was initially submitted).

INVISALIGN® i7

Invisalign® i7 is a treatment for very minor crowding, spacing or orthodontic relapse, aesthetic improvements and partial treatments in 7 or fewer stages. May only be purchased online through the Invisalign® Doctor Site. Alignment in single arch treatments may be limited in some patients due to overjet/overbite constraint. There are no required clinical criteria. However, treatment will be done according to default protocols and velocities to occur within 7 aligners per arch. Please keep this in mind when submitting treatments for Invisalign® i7, as treatments will not be sped up to try to squeeze clinical movements to occur within 7 aligners per arch. If submitted treatment cannot be accommodated within 7 aligners per arch, treatments may be accepted as a partial treatment of 7 or fewer aligners, or can be switched to an Invisalign® Lite, an Invisalign® Full or an Invisalign® Teen treatment per the applicable treatment option fees. **Important:** if Invisalign® i7 is upgraded to an Invisalign® Lite, an Invisalign® Full or an Invisalign® Teen treatment, then applicable charges will apply (i.e. billed based on the order at the time of ClinCheck® acceptance and not on the order that was initially submitted).

VIVERA® RETAINERS

Vivera® retainers are a set of 3 retainers per arch. May only be purchased online through the Invisalign® Doctor Site. Doctor will receive sets of 3 Vivera® retainers in one convenient shipment. Doctor may choose a ClinCheck® stage and/or to submit a new impression(s) or intra-oral scan(s) for use in manufacturing the retainer(s). For non Invisalign® patients Doctor **must** submit a new impression(s) or intra-oral scan(s) for use in manufacturing the retainers. Vivera® retainers are now available to support the concurrent use of pontics and bonded lingual wires with the submission of new impression(s) or intraoral scan(s). Vivera® retainers may be ordered for non Invisalign® patients or patients currently in treatment or having completed treatment using an Invisalign® treatment option. Emergency replacement retainer orders can be placed for one arch or for both arches, however the order can be placed only once. One emergency replacement retainer order may be ordered with each new Vivera® set for the same patient. If an order form is submitted for Vivera® retainers – Dual Arch prior to the Treatment Expiration Date, the prior treatment order shall be closed, and any additional aligner treatment shall be considered a new order and will incur an additional charge at the current pricing.

PAYMENT AND SHIPPING POLICIES

PAYMENT

Upon Doctor's approval of the ClinCheck® treatment plan or placement of the order for Invisalign® treatment option or Vivera® retainers, all charges are non-refundable. The prices stated herein are in Australian dollars and exclude applicable Goods and Services Tax (GST). Prices are only valid in Australia. Doctor represents that the Invisalign® treatment options and/or product(s) will only be used in the Territory listed above. Orders are subject to IA's then current Pricing, Terms & Conditions for Invisalign® as of the order receipt date, known as the All Materials Received date. Receipt of an order after any change to the Pricing, Terms & Conditions for Invisalign® shall constitute conclusive evidence of your acceptance of those terms.

Payment for all products and fees is due from Doctor within thirty (30) days of invoice date. The invoice date is the day the treatment option and or retainer is shipped to the doctor. A packing slip is enclosed with each shipment and invoices will be mailed separately. To the extent any supply made by IA is subject to GST, the price for that supply will be increased by the amount equal to GST payable on supply. Additional fees may apply if a shipping method is requested other than IA's standard shipping procedure. Any invoice or other outstanding balance not paid by the invoice due date may be subject to interest at the rate of one and one half (1.5%) percent per month.

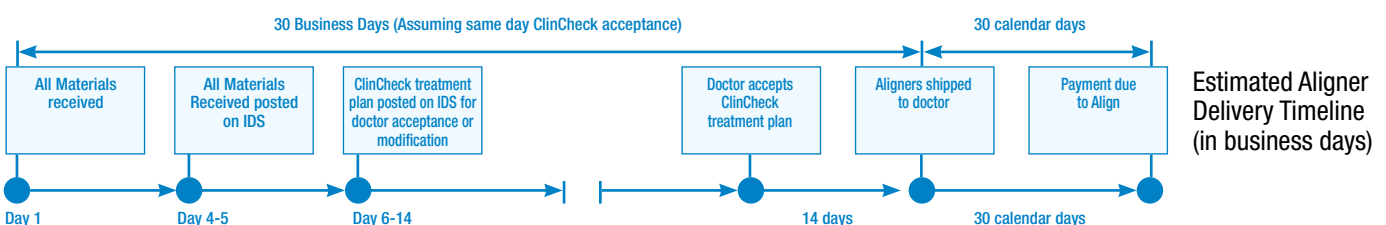
IA and Align do not accept payments from patients, including payments in the patient's name forwarded by Doctor. When Doctor approves a ClinCheck® treatment plan, Doctor is the party responsible for payment to IA. Prices and other terms and conditions are subject to change by IA and Align without prior notice (but will not be varied with respect to a particular order once such order has been placed).

CANCELLATION FEES FOR PRODUCTS

An order for a treatment will be cancelled and a cancellation fee will be applied upon the first of the following to occur: (1) an order is cancelled by Doctor at any time after treatment submission and prior to ClinCheck® approval, or (2) the order has aged longer than 90 days from receipt due to one or more of the missing requirements (prescription form, missing or unacceptable impression(s) or intra-oral scan(s), photos), or (3) a ClinCheck® treatment plan is not approved within 90 days from the first ClinCheck® treatment plan posting. The cancellation fee is due within 30 days of the invoice date and the following cancellation fees will be applied: Invisalign® Full, Invisalign® Teen, Invisalign® Lite and Invisalign® i7 treatment: \$200+GST. After approval of the ClinCheck® treatment plan and/or the prescription form for products not requiring a ClinCheck® treatment plan, which includes Vivera® retainers, replacement aligner orders and automated refinements, cancellations are not possible, and thus the corresponding treatment option or product fee will be applied.

SHIPPING

Invisalign® aligners are manufactured and shipped to Doctor within approximately 14 business days of approval of the ClinCheck® treatment plan. Replacement aligners or retainers will be shipped within approximately 5 business days of Align's receipt of a request. IA will make reasonable efforts to contact Doctor within 4 days of order receipt if the order submission is not complete, all materials are not received. Incomplete order submissions will result in delays in manufacturing and shipping of products. Doctor is deemed to have taken possession of shipped products immediately that they leave the control of IA, and Doctor assumes all responsibility for damage to products in transit. Upon shipment, all aligners and retainers are non-returnable and fees non-refundable (other than where such aligners or retainers are damaged or defective due to a fault in manufacturing or handling by IA).



The timeline is an estimate and is contingent upon receipt of acceptable impressions, complete materials, and a doctor's approval of the ClinCheck treatment plan. Timeline not to scale.

INCORPORATION OF AUXILIARY TECHNIQUES

The outcome of the following movements are less predictable than other movements; however, doctors experienced with the Invisalign® treatment options and/or product(s) are finding an increased degree of success with these movements, and many doctors have incorporated simple auxiliary techniques to help achieve the desired outcome by using supplemental buttons, elastics or other auxiliary appliances in combination with the aligners:

- Severe de-rotations of cylindrically shaped teeth
- Complex extrusions (particularly of posterior teeth, high canines)
- Large translations (often associated with premolar extractions)

Doctor is responsible for the treatment outcome and any additional costs of auxiliary treatment used to achieve a desired outcome with the Invisalign® treatment options and/or products.

Some clinical techniques are not compatible with certain treatment staging protocols. For example, attachments cannot be placed on a tooth simultaneously with the Power Ridge™ feature. More information can be obtained about a particular technique's compatibility with a particular protocol as described in the Clinical Protocols document and/or through the Invisalign® Doctor Site at time of order submission.

RECORDS

Doctor is responsible for securing all consent from patients required by law, including without limitation the *Privacy Act 1988* (Cth), in order for records to be disclosed to IA or Align in accordance with this clause. For the avoidance of doubt, such consent should include approval for transmission of records to a jurisdiction outside Australia.

IA and Align will comply with the requirements of relevant State and Commonwealth laws, including the *Privacy Act 1988* (Cth) which may include obligations to provide personal information IA or Align hold about a patient to such patient on request by such patient.

Subject to applicable law (including the *Privacy Act* (Cth), records submitted to IA or Align become the property of IA or Align and will not be returned to Doctor. Records such as impressions and intra-oral scans require inspection and may be deemed unacceptable by Align. If deemed unacceptable, replacement records will be requested. Physical materials such as impressions and study models will only be maintained by Align for a short time period and are discarded and/or archived at the discretion of Align.

Subject to applicable law (including the *Privacy Act* (Cth), doctor authorises IA or Align to use records, including but not limited to, impressions and intra-oral scans, patient information, radiographs (x-rays), photographs and plaster models for internal use, purposes of orthodontic or dental consultations, education and research purposes, publication in professional journals or use in professional collateral materials, provided that such use does not include disclosure of a specific name, patient ID, address or other personal information which would have the effect of specifically identifying the doctor or the patient, unless the appropriate consents are obtained.

GENERAL RISKS

IA and Align recommends that each doctor confirm that each patient is dentally and periodontally stable prior to the start of treatment. The use of Invisalign® product(s) or service(s) may involve some of the risks detailed below. Please note, many of the risks are general (for example, health and hygiene related risks) and can occur without any orthodontic treatment or are risks that are associated with other traditional orthodontic treatments:

- i. Failure to wear the appliances for the required number of hours per day, not using the products as directed by Doctor, missing appointments, and erupting or atypically shaped teeth can lengthen the treatment time and affect the ability to achieve the desired results;
- ii. Dental tenderness may be experienced after switching to the next aligner in the series;
- iii. Gums, cheeks and lips may be scratched or irritated;
- iv. Teeth may shift position after treatment. Consistent wearing of retainers at the end of treatment helps to reduce this tendency;
- v. Tooth decay, periodontal disease, inflammation of the gums or permanent markings (e.g. decalcification) may occur if patients consume foods or beverages containing sugar, do not brush and floss their teeth properly before wearing the Invisalign® products or do not use proper oral hygiene and preventative maintenance;
- vi. The aligners may temporarily affect speech and may result in a lisp, although any speech impediment caused by the Invisalign® products should disappear within one or two weeks;
- vii. Aligners may cause a temporary increase in salivation or mouth dryness and certain medications can heighten this effect;
- viii. Attachments may be bonded to one or more teeth during the course of treatment to facilitate tooth movement and/or appliance retention. These will be removed after treatment is completed;
- ix. Attachments may fall off and require replacement;
- x. Teeth may require interproximal recontouring or slenderizing in order to create space needed for dental alignment to occur;
- xi. The bite may change throughout the course of treatment and may result in temporary patient discomfort;

GENERAL RISKS CONTINUED

- xii. In rare instances, slight superficial surface wear of the aligner may occur where patients may be grinding their teeth or where the teeth may be rubbing and is generally not a problem as overall aligner integrity and strength remains intact;
- xiii. At the end of orthodontic treatment, the bite may require adjustment ("occlusal adjustment");
- xiv. Atypically shaped, erupting and/or missing teeth may affect aligner adaptation and may affect the ability to achieve the desired results;
- xv. Treatment of severe open bite, severe overjet, mixed dentition, and/or skeletally narrow jaw may require supplemental treatment in addition to aligner treatment;
- xvi. Supplemental orthodontic treatment, including the use of bonded buttons, orthodontic elastics, auxiliary appliances/dental devices (e.g. temporary anchorage devices, sectional fixed appliances), and/or restorative dental procedures may be needed for more complicated treatment plans where aligners alone may not be adequate to achieve the desired outcome.
- xvii. Teeth which have been overlapped for long periods of time may be missing the gingival tissue below the interproximal contact once the teeth are aligned, leading to the appearance of a "black triangle" space.
- xviii. Aligners are not effective in the movement of dental implants.
- xix. General medical conditions and/or use of medications can affect orthodontic treatment;
- xx. Health of the bone and gums which support the teeth may be impaired or aggravated;
- xxi. Oral surgery may be necessary to correct crowding or severe jaw imbalances that are present prior to wearing the Invisalign® product. If oral surgery is required, risks associated with anesthesia and proper healing must be taken into account prior to treatment;
- xxii. A tooth that has been previously traumatized or significantly restored may be aggravated. In rare instances the useful life of the tooth may be reduced, the tooth may require additional dental treatment such as endodontic and/or additional restorative work and the tooth may be lost;
- xxiii. Existing dental restorations (e.g. crowns) may become dislodged and require re-cementation or in some instances, replacement;
- xxiv. Short clinical crowns can pose appliance retention issues and inhibit tooth movement;
- xxv. The length of the roots of the teeth may be shortened during orthodontic treatment and may become a threat to the useful life of teeth;
- xxvi. Product breakage is more likely in patients with severe crowding and/or multiple missing teeth;
- xxvii. Orthodontic appliances or parts thereof may be accidentally swallowed or aspirated;
- xxviii. In rare instances, problems may also occur in the jaw joint, causing joint pain, headaches or ear problems;
- xxix. Allergic reactions may occur,
- xxx. Teeth that are not at least partially covered by the aligner may undergo supraeruption; and
- xxxi. In rare instances, patients with hereditary angioedema (HAE), a genetic disorder, may experience rapid local swelling of subcutaneous tissues including the larynx. HAE may be triggered by mild stimuli including dental procedures.

ALIGNER AND RETAINER WARRANTY

Each party acknowledges that the Australian Competition and Consumer Act 2010 (Cth) and other laws may imply certain conditions and warranties into this Agreement and confer certain rights and remedies on Doctor that cannot be excluded or modified ("**Rights**"). Nothing in this section or otherwise in this Agreement excludes or modifies any of those Rights if to do so would contravene such Rights or make any part of this Agreement void.

ALIGN WARRANTS THAT THE INVISALIGN® ALIGNERS AND VIVERA® RETAINERS ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP WHEN USED PROPERLY IN THE APPLICATIONS FOR WHICH THEY WERE INTENDED. FOR ALIGNERS, THIS WARRANTY EXPIRES ON THE TREATMENT EXPIRATION DATE. FOR VIVERA® RETAINERS, THIS WARRANTY EXPIRES THREE (3) MONTHS AFTER SHIPMENT OF THE RETAINERS. ADDITIONALLY, ALIGN WARRANTS THE FIT OF THE FIRST VIVERA® RETAINER SHIPPED FOR EACH PATIENT FOR A PERIOD OF THIRTY (30) DAYS FROM SHIPMENT.

EXCEPT AS PROVIDED IN THIS SECTION, ALIGN MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO INVISALIGN® TREATMENT OPTIONS AND/OR PRODUCTS OR SERVICES OR THE OUTCOME OF TREATMENT WITH SUCH TREATMENT OPTIONS AND/OR PRODUCTS. IA AND ALIGN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY OTHER IMPLIED WARRANTIES.

Where IA and Align (i) cannot exclude any express or implied condition or warranty, or (ii) the aligner or retainer fails to conform to the warranty in this section, then IA and Align's sole and exclusive liability (other than in circumstances where by law, liability cannot be limited) and Doctor's sole and exclusive remedy is at the sole discretion of IA and Align, (i) to repair or replace the goods or (ii) to pay the cost of having those goods repaired or replaced.

ALIGNER AND RETAINER WARRANTY CONTINUED

No representative, employee or agent of IA or Align is authorised to incur warranty obligations on behalf of IA and Align or modify the limitations set forth herein.

THESE WARRANTIES ARE VOID IF THE ALIGNERS OR RETAINERS OR SERVICES HAVE BEEN MISUSED, MODIFIED OR HAVE BEEN USED IN COMBINATION WITH OTHER THIRD PARTY PRODUCTS. NO WARRANTY IS MADE REGARDING THE OUTCOME OF ANY TREATMENT USING THE ALIGNERS, RETAINERS, OR ANY COMBINATION OF ALIGN PRODUCTS OR SERVICES WITH THIRD PARTY PRODUCTS.

Aligners or Vivera® retainers covered under this warranty section may be returned with a Return Material Authorisation (RMA) number marked clearly on the outside of the package. The package should be addressed to the Returns Department, Align Technology, Inc., 10 Leigh Fisher Blvd, El Paso, TX, 79906. Please call Invisalign Australia on 02 8920 1011 to receive an RMA number.

DOCTOR WARRANTY

- i. Doctor is licensed to practice dentistry and/or orthodontia in the location of and at the time treatment is provided;
- ii. Doctor will not use Invisalign® treatment options and/or products if such license expires, is not valid, is revoked, suspended or otherwise jeopardised at anytime during treatment with Invisalign® products;
- iii. Doctor's use of Invisalign® treatment options and/or products or services will be in accordance with generally accepted business or medical standards and shall comply with IA's and Align's product or service specifications;
- iv. Doctor has expertise, experience and training to perform procedures associated or in conjunction with aligner treatment;
- v. Any use of Align's trademarks by Doctor will be only in connection with Doctor's provision of Align products and will comply with the Invisalign® Art & Advertising Standards (see below), any use of Align's trademarks or imagery should be sent to marketing@invisalign.com.au not less than 5 working days prior to publication or production and not be used without IA's express written permission on behalf of Align Technology, Inc.;
- vi. Doctor takes full responsibility and is directly and solely liable for using information obtained from the use of Invisalign® products in the treatment of patients, including but not limited to, achieving a desired outcome or the decision to move forward with treatment;
- vii. Doctor will regularly review the Invisalign® Doctor Site to verify that Doctor is aware of any changes to Pricing, Terms & Conditions for Invisalign, to Invisalign Australia's Advertising Standards; and
- viii. Doctor will provide, upon request, feedback regarding the status of a patient's treatment and the success of the Align service or product, and IA and Align may use such information for promotional, education or other publication purposes.

LIABILITY

Each party acknowledges that the *Australian Competition and Consumer Act 2010* (Cth) and other laws may imply certain conditions and warranties into this Agreement and confer certain rights and remedies on Doctor that cannot be excluded or modified ("Rights"). Nothing in this section or otherwise in this Agreement excludes or modifies any of those Rights if to do so would contravene such Rights or make any part of this Agreement void.

OTHER THAN LIABILITY REFERRED TO IN THE FOLLOWING PARAGRAPH, IN NO EVENT WILL IA'S OR ALIGN'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY THEORY OF LAW EXCEED THE SUM OF FEES PAID OR PAYABLE BY DOCTOR FOR SUCH INVISALIGN PRODUCT. IN NO EVENT WILL IA'S OR ALIGN'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY THEORY OF LAW EXCEED THE SUM OF FEES PAID OR PAYABLE BY DOCTOR FOR SUCH INVISALIGN® PRODUCT. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL NOT EXPAND SUCH LIMIT. IN NO EVENT WILL IA'S OR ALIGN, ITS LICENSORS OR SUPPLIERS HAVE ANY DIRECT LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHER CAUSE OR THEORY WHATSOEVER (INCLUDING NEGLIGENCE, DELAY IN DELIVERY, INJURY TO REPUTATION, GOOD WILL ETC.), WHETHER OR NOT DOCTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL IA'S OR ALIGN, OR ANY OF ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

Where IA and Align (i) cannot exclude any Rights then IA's and Align's sole and exclusive liability (other than in circumstances where by law, liability cannot be limited) and Doctor's sole and exclusive remedy is at the sole discretion of IA and Align (i) to repair or replace the goods or (ii) to pay the cost of having those goods repaired or replaced.

All claims against IA, IA employees, agents, contractors, officers or directors based on:

- i. The failure of Invisalign® products to achieve a successful or desirable outcome; or
- ii. Injury to a patient, either alone or in combination with other treatment appliances are hereby waived by Doctor.

INDEMNIFICATION

Doctor agrees to indemnify, defend and hold harmless IA and Align and its past, present and future officers, directors, stockholders, employees, agents, assigns, attorneys, contractors, service providers, licensors, insurers and successors in interest against and from any and all claims, causes of actions, damages, injuries, debts, liabilities, losses, obligations, payments, costs, expenses, demands, and other requests for relief, compensation or remuneration of any kind, description or nature whatsoever (collectively, "Losses"), related to, pertaining to or arising from:

- i. Doctor's breach of or failure to abide by any term of this Agreement;
- ii. Any incorrect information provided to IA or Align or any failure to timely provide IA or Align with any information it requests from Doctor, or Doctor's dental practice; or
Align's provision of or failure to provide goods or services to Doctor, unless such provision of or failure to provide such goods or services was due to IA or Align's willful misconduct or gross negligence. This indemnity is a continuing obligation which shall survive the termination of any order or contract for IA or Align's products or services.

TRADEMARK USAGE

Subject to the terms and conditions of this Agreement, and subject to the Invisalign® Advertising Agreement (email marketing@invisalign.com.au for full terms and conditions), IA grants to Doctor limited and personal (non-transferable or sub-licensable) permission to use the Invisalign® trademark and certain other Align trademarks identified and approved for use in the Invisalign® Advertising Agreement. IA's trademarks may be used by Doctor only in connection with Doctor's provision of Align products. Any use of IA's trademarks by Doctor must be pre-approved in writing by IA (requests for pre-approval may be submitted to IA at marketing@invisalign.com.au). Doctor must review the Invisalign® Art & Advertising Standards regularly, as these documents may be amended by IA from time to time. Any use of IA's trademarks by Doctor and any associated goodwill inures to the benefit of IA and Align, and Doctor acknowledges that IA and Align remains the sole owner of all right, title and interest in the IA and Align trademarks. IA has the right to monitor the quality of Doctor's services provided in connection with IA and Align trademarks and may in IA's sole discretion terminate Doctor's permission to use IA and Align trademarks at any time.

MARKETING

IA or Align may but is not required to include Doctor in co-marketing or lead generating tools such as the "Find a Practitioner" web-based locator. IA and Align retains sole discretion over all aspects of the "Find a Practitioner" web-based locator, including but not limited to, inclusion, designations, order of placement and removal of doctors. By the way of this Agreement, Doctor authorises IA and Align to send programs, training, event, sales and marketing promotions and materials, surveys or other information related to the Align products to the doctor's office via facsimile, e-mail, and other means unless the doctor has indicated otherwise in writing to IA.

FORCE MAJEURE

Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, if such party makes reasonable efforts to perform, provided however, the inability of either party to meet financial obligations is expressly excluded.

GOVERNING LAW

These terms and conditions shall be governed by, and construed and interpreted in accordance with the laws of New South Wales, Australia. The courts within NSW shall have exclusive jurisdiction to adjudicate any dispute arising out of these terms and conditions.

EXPORT

Invisalign® treatment options and/or products purchased by Doctor under this Agreement may only be used by Doctor within the country of purchase and may not be exported or re-sold. Doctor agrees to comply with all export laws, restrictions, statutes, agreements and regulations (jointly "Laws") of the Australian Government, its agencies, bureaus, and authorities. Doctor shall not provide, transfer, sell or otherwise make available the product or services or related technology in violation of any such Laws. The product is for intended use in Australia.

INDEPENDENT CONTRACTORS

It is the mutual intent of the parties to this Agreement that Doctor, Doctor's employees, agents, and other representatives are not employees, agents, joint ventures, or partners of IA or Align. Nothing contained in this Agreement shall be interpreted or construed to create or establish an employment relationship between the parties. Neither party is granted any express or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner whatsoever.

NO WAIVER

The failure of either party at any time to require performance by the other party of any provision will not affect in any way the full right to require such performance at any time thereafter.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

TERMINATION AND MODIFICATION

Align reserves the right to cancel this agreement, refuse an order of product or revoke the certification of a Doctor for any reason at any time.

ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matters covered; and this Agreement supersedes all prior letters of intent, agreements, covenants, arrangements, communications, warranties or representations, whether oral or written, by any officer, employee, or representative of IA or Align relating thereto. This Agreement prevails over any conflicting or additional terms of any quote, order, invoice or other communication. This Agreement can only be modified by an authorised representative of Align giving notice of such modification to Doctor, or otherwise in writing by a document signed by Doctor and an authorised representative if IA or Align.



Invisalign Australia
37/6-8 Herbbert St
St Leonards, NSW
AUSTRALIA 2065

Australia 1800 468 472
New Zealand 0800 542 123
WWW.INVISALIGN.COM.AU
WWW.INVISALIGN.CO.NZ