

Terms and Conditions

Effective October 4, 2022

General

These Terms and Conditions ("Terms") are concluded between you and Dental Imaging Technologies Corporation, 450 Commerce Drive, Quakertown, PA USA 18951 and/or any other affiliated company (defined as any other business entity, whether current or in the future, that directly, or through one or more intermediaries, controls or is controlled by or is under common control) of our group ("Company" or "Our" or "We"). By using this software and/or website (collectively, the "Site"), you hereby accept the Terms and any other terms which are incorporated herein by reference.

Company may change, suspend or discontinue any aspect of the Site at any time, including the availability of any feature, database, or content. Company may also impose limits on certain features and services or restrict access to parts or all of the Site without notice or liability. Additionally, Company may terminate and/or suspend your access and/or ability to utilize the Site at any time and without notice, should you violate any of the Terms, which shall be determined in the Company's sole discretion.

In order to access Site, you must register as a User or Authorized Laboratory. You are responsible for maintaining the confidentiality of Your own unique password.

Using the Site may be prohibited or restricted in certain countries. You are responsible for complying with the laws and regulations of the territory from which You access or use the Site.

Definitions

"Authorized Laboratory" is a dental laboratory that maintains a current professional license and/or accreditation in good standing and that may be designated by a User to receive Content via the Site.

"User" is a licensed health care professional whose professional license and/or accreditation is current and in good standing.

"Partner" is a licensed health care professional, dental laboratory, dental technician, and/or dental radiologist that may accept Content through the Site. All partners must hold a current license for the Site and maintain in good standing any and all applicable professional licenses or accreditations.

"You" or **"Your"** shall mean either the User or Authorized Laboratory.

"Services" are those services provided by or through the Site, including the ability for (i) a User to transfer, and (ii) any Authorized Laboratory or Partner that this User may designate to receive, Content.

"Content" refers to digitized impression data and related information uploaded by a User to the Site. User retains all responsibility and liability for all Content.

Use of this Site

Lawful Access: By accessing this Site, You agree that You will not use this Site for any purpose that is unlawful or prohibited by these Terms. You shall not use this Site in any manner that could damage, disable, overburden, or impair any of Our server or network or the server or network of Our affiliated companies or of third parties connected to this Site. You shall not gain or try to gain unauthorized access to any area on this Site, which is protected by password, or any other computer systems or networks connected to any of Our servers through hacking or any other means. You shall abide by all applicable U.S. Federal and State laws and regulations and the laws or regulations of any other country that are applicable to your activities.

Site for Professionals: This Site is exclusively reserved for dental professionals and related service providers. We aim to include accurate and up to date information, but make no representations or warranties, express or implied, as to the accuracy or completeness of the information provided on this Site and disclaim any liability for the use of this Site and any site linked to it. The information and materials provided on this Site are intended to be general and do not constitute advice in any specific patient case. Although any

information on this Site is presented in good faith and believed to be correct, We make no representations or warranties as to the completeness or accuracy of the information. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will We be responsible for damages of any nature whatsoever resulting from the use of or reliance upon information from this Site. Nothing on this Site that is made available by Company is intended to replace the services of a trained health professional or to be a substitute for medical advice of treatment providers.

Operating Environment. For access to and correct performance of the Site and Services, it is your responsibility to provide compatible devices, internet access, and to install current software and drivers. From time to time, Company may update the applicable software and/or drivers. In order to continue your use of the Site and Services, such updates may be automatically downloaded and installed onto your device or computer. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the software and/or drivers. Company reserves the right to limit the number of Content transmissions that may be sent from a device or from a particular User.

Updates to the Site and the Terms: We may change this Site, its Terms and/or any options on the Site at any time without notice, but We do not assume any responsibility to update it. Access to and use of this Site and any website linked to from this Site and the content thereof is at Your sole risk. Any and all changes to these Terms shall become effective upon the earliest of You accepting them (e.g., at installation of an Update/Upgrade or at login).

Listing on the Site: You may request to be removed from the Site by sending a removal request to unsubscribe@dentalconnect.dexis.com. Please allow up to 10 business days for the requested removal to be finalized.

Communication

Utilizing the Services allows You to communicate with, to receive information from, and/or to place service requests with third parties. To enable such communication, the Site permits a User to invite an Authorized Laboratory of its choice to establish an account with a unique user ID and password. The Services are automatically enabled when a User activates its account, after which Content can be automatically transmitted to and accessed by the Authorized Laboratory. Alternatively, the User may select a Partner listed on the Site for receiving Content through the Site. Transmitting Content and placing Partner orders will typically require a User to have a valid account at a Partner portal or Partner website linked to the Site. The issuance of such account to the User is at the sole discretion of the Partner.

By utilizing this Site, You agree that You are solely responsible for Your use of this Site and/or transmission of communications to, or receipt of communications from, third parties via the Site. You further agree that by using this Site, you waive all liability for any direct or indirect damages arising out of any information You transmit to, or receive from, a third party through this Site, or any communications or conduct that ensues from possessing that information.

Data Storage and Protection

By utilizing the Services, the Company agrees to allow the sharing of Content between a User and an Authorized Laboratory or Partner via an encrypted method. We utilize encryption and security methods that are in compliance with the appropriate security standards.

Content that is uploaded to the Site to be transmitted to an Authorized Laboratory or Partner will be stored during a period of at most 12 months after the uploading of said Content. After the expiry of this period, the Content will be permanently deleted and will not be available nor retrievable.

Utilizing the Services for Sharing of Patient Data and Other Transmissions

You may be subject to certain privacy regulations applicable in the country from which You access the Site, including the United States' the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. §§ 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act (42 U.S.C. §§ 17921 et seq.), and their implementing regulations (45 C.F.R. Parts 160-164). Company encourages You to fully review all applicable statutes and regulations to determine if

they are applicable to You. IT IS YOUR RESPONSIBILITY TO ACT FULLY IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING U.S. FEDERAL AND STATE LAWS.

The Services enable Users to share, and Authorized Laboratories or Partners to receive, Content that includes patient-related information. Depending upon Your settings, locally-stored patient records may be visible to other users of the device from which You access the Site. You alone are responsible for deciding with whom You will share Content and for obtaining any patient consents required to share patient data with third parties, including Authorized Laboratories or Partners. By sharing patient records or information using the Site, You represent and warrant that (i) You have obtained all patient data lawfully and with the patient's consent, (ii) You use such patient records only for lawful purposes and within the course of your own practice, and (iii) You are compliant with applicable federal and state patient rights, privacy, and data protection laws and regulations.

You agree not to submit Your patients' personally identifiable information to the Site. Notwithstanding anything to the contrary, it is Your sole responsibility to ensure that Your deletion of data is in compliance with laws and regulations, including requirements for anonymization or de-identification of personally identifiable health information, that are applicable to You. Furthermore, You acknowledge that while We have safeguards in place to prevent unauthorized access or interception, there is no absolute guarantee of security.

Company reserves the right to delete the Content or parts of the Content sent to Company or through the Site that is in violation of applicable laws without prior notice. Company may log and store data pertaining to any Content transmissions. To the extent any such transmission contains patient data or other personal and/or confidential data, You are responsible for protecting such data. Company only stores data that You produce. Although Your transmission of Content via the Site is encrypted, and Company makes reasonable efforts to protect data from unauthorized access, Company does not guarantee the security and confidentiality of such data. You agree to indemnify and hold Company harmless with respect to any claim based upon the content of your transmissions or the sharing of patient records.

Restricted Activity

By utilizing the Site, You agree that you will not do the following:

- violate any applicable law, statute, and/or regulations;
- post or transmit Content that is false, misleading, offensive, defamatory and/or inappropriate material;
- post or provide Content of which You are not the sole and exclusive owner or to which You do not have the necessary and valid permissions (whether a license, consent, authorization, release, or otherwise) allowing You to transmit the Content;
- communicate in an unprofessional manner, including but not limited to communicating in a manner that is deemed harassing and/or threatening;
- use the Site in a manner that would be fraudulent and/or in any manner that would infringe on any third party's intellectual property rights;
- improperly (i.e., utilize for purposes outside of the scope of the Site) transfer, use and/or sell any data or Content that is transmitted through the Site; or
- discriminate against any User, Partner or Authorized Laboratory based on race, religious creed, color, national origin, ancestry, physical or mental disability, sex, gender, gender identity, age, medical condition, sexual orientation, military or veteran status and/or any other protected classification.

Disclaimers

The Company does not guarantee or make any promise relating to the results that will be obtained by utilizing the Site. Company disclaims all representations and warranties, express, implied or statutory, not expressly set out in these Terms. When You select and utilize the services of an Authorized Laboratory or Partner, You do so at Your own risk. Company does not warrant the accuracy, completeness or correctness, timeliness or usefulness of any Content transmitted through or provided by utilizing the Services or Site. Company makes no representations or warranties regarding the competencies, reliabilities, skill set, timeliness, safety and/or qualities of anyone registered to the Site, including Users, Authorized Laboratories, and Partners. If You plan to utilize the Services, it is the Your responsibility to confirm the qualifications, identity and licensures of any User, Authorized Laboratory or Partner with which You

communicate and/or to which You transmit Content or from which You receive data. The Company does not assume any duty or responsibility to ensure that a User, Authorized Laboratory or Partner is complying with applicable state and federal laws and regulations, or that a User, Authorized Laboratory, or Partner is competent to perform any services.

You are solely responsible for Your interactions with Users, Authorized Laboratories and/or Partners and in ensuring that all information, data and/or specifications needed to complete the agreed upon services have been provided. It is Your duty and responsibility to review and approve the services utilizing its independent medical judgement. The Company strongly recommends strict adherence to any product instructions for use and/or manuals. The Site and the Services are not intended to replace the services of a trained healthcare professional or to be a substitute for the use of independent medical judgment. You have a duty to determine whether or not a service accessed through the Site is suitable for a particular patient and circumstance. Company does not make any medical or clinical review of the services accessed through the Site. You agree that Company does not assume and specifically disclaims any liability for damages or injuries resulting from use of the Site.

Privacy

The Company is committed to protecting your privacy.

Type of data collected and purpose of collection: Company may collect Your e-mail address, name, address, telephone number, profession or other information in relation to the use of the Site and purchases (e.g. user name / user ID, IP address, MAC address or other device identifier, and other information that You provide to us). Such data may be used to improve and operate the Site, including product ordering, customer service and other services including marketing (e.g. sending product information), for software enhancement, commercial business analysis and evaluation or other similar reason, and to communicate with You. In some instances, such as part of a customer service enquiry, You may be obliged to provide us with some information to enable us to perform our services. In other instances, we may use Your contact details in order to send You product information, or Company information that we believe may be of interest to You.

If you do not want to receive such marketing communication from the Company, You may inform us by sending an email to contact@dentalconnect.dexis.com.

Company may also collect certain information on the use of the Site such as technical information (e.g. CPU speed and operating system), general usability information, actual usage information (e.g. scanner and operating system used) and commercial information (e.g. design and ordering pattern). Company may use this information to help us troubleshoot issues and to improve the Site and customer experience. Company may also use actual usage and commercial information to help us to understand the use of the Site for the purposes of improving the Site in relation to the needs of our customers and for commercial business analysis and evaluation.

You may opt out of the collection of this information by sending an email to contact@dentalconnect.dexis.com.

Transfer of data to third parties: Company does not sell or disclose Your personal information to third parties without Your consent, except:

- To a Partner or Authorized Laboratory who requires a User's contact information in order to provide dental services or appliances such User ordered through the Site.
- To affiliates and third-party service providers to provide services and information on our Site and related products, including marketing and advertising, and to support our business operations. We require these parties to handle personal information in accordance with our Privacy Notice.
- To affiliates to offer and provide information about related products and services. We do not share Personal Data from countries that require consent, unless consent has been obtain in advance to sharing with related affiliates. We require these parties to handle Personal Data in accordance with our Privacy Notice.

- To another company in connection with the sale or transfer of one of our product lines or divisions, which includes the services provided through one or more of the Company's affiliates.
- To governing regulatory authorities, including the US Food and Drug Administration, or as may otherwise be necessary for Company to comply with a legal obligation or demand.
- To authorities or third parties in order to enforce this Agreement or to protect the rights, property or safety of the Company, its affiliates, employees, users of the Site or the public

In the event Company decides to reorganize or divest our business through sale, merger, or acquisition, Company may share personal information about You with actual or prospective purchasers. We will require any actual or prospective purchasers to treat this personal information in a manner consistent with this notice.

You can find Company's related affiliates here: <https://www.envistaco.com>

Data Transfers: We operate globally and may transfer your personal information to other countries where we are located. If, we transfer Your personal information to other countries, we will ensure that the level of data protection that is guaranteed under local law will travel with Your personal information. This means we will only transfer Your personal information to recipients in countries that have an adequate data protection level or to recipients that sign appropriate data transfer agreements with us (e.g. the EU Standard Contractual Clauses) or where applicable data protection laws allow us to do so. By providing us with Your personal information You are agreeing to such transfers and processing and storage of Your information outside of Your own country of residence. If You would like to have further information about international data transfers or copies of our safeguards, please contact us at privacy@envistaco.com

Your Rights: You have various rights in relation to your personal information. Depending on the applicable data protection laws, You may have the right to:

- withdraw Your consent;
- access Your personal information and be provided with certain information in relation to it, such as the purpose for which it is used, the recipients or categories of recipient to whom it is disclosed and the period for which it will be stored;
- ask us to correct any inaccuracies in Your personal information;
- ask us to erase Your personal information;
- ask us to restrict the use of Your personal information;
- receive the personal information which you have provided to us, in a machine readable format;
- object to the use of Your personal information; and
- instruct us how to handle your personal information after Your death

If You would like to exercise these rights, please contact us at privacy@envistaco.com. Please understand that Your rights can be restricted in certain cases. Should this be the case, we will inform You of the reason.

Security Measures: The Company will implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access by unauthorized third parties and against other unlawful forms of processing. However, we cannot guarantee that unauthorized third parties will not thwart our security systems and gain unlawful access to your personal data.

Our privacy policy, which is incorporated to this Agreement by reference, is available in full here: <https://envistaco.com/en/privacy-policy>.

Disclaim of Warranty

Any express and implied warranties are excluded to the fullest permitted extent. Neither We nor any of Our affiliated companies, make any warranty with respect to the Site, express or implied, written or oral, including guarantees of merchantability of fitness for a particular purpose, to the fullest permitted extent. We do not warrant the accuracy or timeliness of the materials on this Site and have no liability for any errors or omissions in the materials. We do not warrant the accuracy, relevance or timeliness of any information You receive or expect to receive from a third party through this Site.

Limitation of Liability

By accessing and using the Site, You agree that Company shall not be liable for indirect, direct, incidental, special, punitive, consequential or any other monetary damages, fees, fines, penalties, or liabilities arising out of or relating to Your use of the Site, the products, including the Software and/or the Services. Neither We nor any other party involved in creating, producing or delivering this Site or on any website linked to or from this Site shall be liable in any manner whatsoever for any direct, incidental, consequential, indirect or punitive damages arising out of access, use or inability to use this Site or any website linked to from this Site, or any errors or omissions in the content thereof.

You agree that You waive any claims against Company for any liability, regardless of the theory, and that Company shall not be liable for any direct, indirect, punitive or other damages arising out of or in connection with any errors in professional judgement or practice in the utilization of the Services. The Services provided are under the control of the User and therefore the User—and not the Company—assumes any and all liability for damages arising therefrom.

Company shall not be liable for any damage resulting from the use of the Site, including any temporarily unavailability of the Site, the products, including the Software and/or accidental or intentional removal of Content or User information.

Indemnity

You agree to indemnify and hold harmless Us and our affiliates and their officers, directors, employees, and agents from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) use of the Site, the products, including the Services; (ii) Your breach or violation of any of these Terms; (iii) violation of the rights of any third party.

Intellectual Property Rights

All intellectual property rights on this Site are and shall remain the exclusive property of Us or of Our licensors, as applicable. All text, graphics, interfaces, photographs, trademarks, logos, sounds, music, videos, artwork and computer code contained on this Site is owned, controlled or licensed by or to Us, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Waiver and Severability

No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. If any part of this Agreement is found void and unenforceable, the remaining of the Agreement shall remain valid and enforceable according to its terms.

Waiver of Trial by Jury

COMPANY AND USER HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR BY THE INTERACTIONS CONTEMPLATED HEREBY.

Governing law

This Agreement shall be governed by the substantive laws of the State of Delaware, United States. The exclusive place of jurisdiction shall be the state or federal courts located in Wilmington, Delaware, United States.