

Clear Aligners Terms and Conditions

IMPORTANT—READ CAREFULLY: These Clear Aligner Terms and Conditions are a legal contract between Customer and USD Lab for the Aligner products described herein. BY CLICKING THE “ACCEPT CLEAR ALIGNER TERMS AND CONDITIONS” AND “CONFIRM” BUTTON BELOW, YOU AGREE TO BE BOUND BY THE TERMS OF THESE TERMS AND CONDITIONS, INCLUDING THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ORDER ALIGNERS AND EXIT NOW.

USD Lab manufactures custom clear aligners (“Aligners”) designed to move teeth in small increments based on a treatment plan approved by a qualified medical dental professional. These Clear Aligners Terms and Conditions (these “Aligner Terms”) shall apply to the Customer’s purchase of Aligners supplied by USD Lab, including any division or subsidiary thereof. Acceptance of the Customer’s purchase order for Aligners is expressly made conditional upon assent to the terms and conditions set forth herein, which, together with the USD LAB’S GENERAL TERMS AND CONDITIONS and USD LAB’S RETURN AND REFUND POLICY (collectively, the “Purchase Agreement”), comprise all of the terms and conditions of the agreement between USD Lab and the Customer named on the written or, if agreed by the parties, electronic order placed by Customer for Aligners (the “Order”) for the supply of Aligners.

AGREEMENT; INCONSISTENT TERMS; ONBOARDING. Agreement; Inconsistent Terms. USD Lab and the person or entity that places an order with USD Lab (“Customer”) agree that all purchases of Aligners by Customer will be governed by this written agreement between Customer and USD Lab, which shall consist of these Aligner Terms, the USD Lab Standard Terms, and the applicable Order. Customer acknowledges and agrees that acceptance by USD Lab of any Order from Customer is expressly made conditional upon Customer’s assent and shall be subject to the terms of the Purchase Agreement. In the event of any conflict among these Aligner Terms, the USD Lab General Terms and Conditions (“Standard Terms”), and the applicable Order, or in the event no written or formal Order is issued, these Aligner Terms shall control unless otherwise expressly agreed to in writing by USD Lab and Customer. Customer’s acceptance of Aligners shall be deemed Customer’s assent to all terms of the Purchase Agreement, even if no written or formal Order is issued by Customer. For the avoidance of doubt, USD Lab shall not be bound by the provisions of other documents, including any terms and conditions set forth in the Order or other purchase order, order

confirmations, acceptance, or other instruments from Customer, unless signed by an officer of USD Lab. Onboarding. Customer shall review and accept USD Lab's materials that provide guidance and requirements to place a successful order for the manufacture of Aligners with USD Lab ("Onboarding Materials") prior to submitting any Orders for Aligners.

ORDERS. Ordering Procedure. Each Order shall be in a form approved by USD Lab and shall specify (a) the Aligners being ordered, (b) the requested delivery location, (c) other appropriate information as may be required by USD Lab to complete the Order, (d) the location to which the applicable invoice shall be rendered for payment, and (e) any other terms included in USD Lab's approved Order, as may be amended by USD Lab from time to time. Customer is responsible for providing USD Lab with all information necessary for USD Lab to manufacture Aligners. USD Lab is not responsible for the accuracy or inaccuracy of any information received from Customer or third parties in connection with the applicable Order. Aligners shall be manufactured using the information Customer provides to USD Lab. USD Lab is not responsible for the accuracy and quality of the information provided to USD Lab incident to the Order, including the output of the approved design ("Manufacturing Files"), and the results of all reliance on and use of such information. Acceptance of Orders. USD Lab shall have the right, at its sole and absolute discretion, to accept or reject any Order (or any portion thereof) for any reason. No Order shall be binding upon USD Lab unless and until shipment is tendered to the carrier. Returns. Prior to shipment of an Order, Customer may cancel the Order by contacting USD Lab's digital support team and providing the sales Order number (or Token ID number) and the reason for cancellation of the Order. After shipment of an Order, Customer may return Aligners for a refund under certain circumstances, which are defined in USD Lab's Return and Refund Policy. Please refer to USD Lab's Return and Refund Policy for more information. No Modification of Manufacturing Files. If an alteration of the treatment plan is required once approved by the dental medical professional, Customer must submit a new substitute Order prior to shipment of the original Order, which shall include the new Manufacturing Files. Any modification of the treatment plan after shipment of the Order shall be treated and charged as a new Order.

SHIPMENT AND DELIVERY. General Shipping and Delivery Terms. Aligners manufactured by USD Lab pursuant to the applicable Order will be delivered using the method and instructions specified by Customer. Any estimated shipping dates provided by USD Lab to Customer are based upon conditions existing at the time the applicable Order is received by USD Lab. USD Lab shall endeavor to ship the applicable Aligners by USD Lab's estimated shipping date but shall not be responsible for any loss or

damage resulting from delay in any shipment. Other than with respect to unusual or bulk Orders, the applicable Aligners are typically dispatched within five (5) business days from the date of USD Lab's acceptance of the applicable Order. With respect to unusual or bulk Orders, USD Lab will provide Customer with an estimated shipping date for Aligners applicable to such Orders. USD Lab will notify Customer in the event that USD Lab experiences a delay in shipment of applicable Aligners due to a backlog of Orders and will endeavor to begin shipment of the applicable Aligners as soon as reasonably practicable thereafter. USD Lab shall deliver all applicable Aligners F.O.B Destination unless otherwise agreed upon by the parties in writing. USD Lab shall have the right to ship goods from any factory anywhere in the world, as determined by USD Lab in its sole discretion. Notwithstanding the foregoing, all costs of shipping will be borne by Customer, including without limitation any charges for any special shipping arrangements (such as cartage, air freight, express, parcel post, and multiple deliveries on one order). Any loss or damage that occurs during shipment of any Aligners delivered to Customer shall be the sole responsibility of USD Lab, provided that the shipment in question was sent using USD Lab's carrier account of choice. Any loss or damage that occurs prior to shipment shall be the sole responsibility of USD Lab and, in such event, USD Lab's responsibility shall be limited to replacement or refund of the applicable Aligners, in USD Lab's sole discretion. White Label Packaging. USD Lab offers a white label packaging option for Aligner packaging at an additional cost to the Customer of five dollars (\$5.00) per case. USD Lab's graphic design team provides the white label design, and, upon customer's approval of the design, USD Lab prints the labels and applies them to the boxes containing customer's Aligners. No changes may be made to any of the Aligner packaging by the customer once the Aligner order is shipped by USD Lab. Further detail regarding USD Lab's white label offerings for Aligners can be found [here](#). Passage of Title. Title to, ownership of, and risk of loss or damage to Aligners manufactured pursuant to the applicable Order shall transfer to Customer upon delivery of such Aligners to the designated FOB Destination.

MANUFACTURING FILES. Approved Design. For purposes of these Aligner Terms, Aligner Design means the design for clear Aligners developed by Customer or a third party engaged by Customer for such purpose. Customer acknowledges and agrees that the Aligner Design shall be reviewed and approved by a qualified medical dental professional prior to being submitted to USD Lab for manufacturing. Customer further acknowledges and agrees that USD Lab: (a) is not a provider of medical, dental, or any other health care services; (b) does not practice medicine, dentistry, or give any medical advice; and (c) is relying on the Manufacturing Files to manufacture the applicable Aligners. A qualified medical dental professional shall be solely responsible for

providing medical services to the end-user patient of Aligners (“Patient”) relating to the applicable Aligners, including without limitation determining the diagnosis and appropriate treatment options for the Patient and informing the Patient of the general and specific risks associated with using Aligners. Design Bureau Services. Customer acknowledges and agrees that Customer shall be solely responsible for obtaining all required licenses in connection with any and all design services, including without limitation any and all software, needed to create, manipulate, store, or transmit the Aligner Design and Manufacturing Files. Accordingly, Customer shall enter into separate agreements with third-party design centers engaged by Customer for the design of clear Aligners (“Design Centers”) and obtain digital scanners and software as necessary to create, manipulate, store, and transmit the Aligner Design and Manufacturing Files. For the avoidance of doubt, any Design Center engaged by Customer to provide the Aligner Design shall be acceptable so long as such Design Center uses software for the Aligner Design that meets USD Lab's minimum specifications, as provided from time to time. USD Lab shall have no liability whatsoever for any and all consequences related to USD Lab's compliance with the Manufacturing Files provided to USD Lab by or on behalf of Customer or for any underlying impressions, dental scans, scan models, treatment plans, or the Aligner Design. Suitability. The determination of medical or feasibility of the Aligner Design and suitability of the Aligners manufactured pursuant thereto with respect to the Patient, compliance with all applicable medical and dental standards for prescriptions to use the Aligners, and compliance with all applicable Federal and state laws regulating the design and use of Aligners is the sole responsibility of Customer. Compliance. Customer acknowledges and agrees that Customer is solely responsible for obtaining and maintaining, at its own expense, all approvals, including without limitation licenses and permits, as may be required to create, or have created, the Manufacturing Files and to prescribe and sell Aligners, and for keeping all such approvals in full force and effect.

USE OF ALIGNERS. Prior to selling and delivering Aligners to the Patient, Customer shall cause the applicable medical dental professional to have such Patient execute a Patient informed acknowledgment and consent form to be signed by the Patient in a form substantially similar to the form provided by USD Lab to Customer (“Patient Informed Acknowledgement and Consent”). Customer shall require the medical dental professional to retain in its patient records the executed Patient Informed Acknowledgement and Consent for a minimum of seven (7) years from the date of receipt thereof, or such longer period as may be required by applicable law. Customer shall promptly upon request provide to USD Lab copies of any executed Patient Informed Acknowledgement and Consent.

IMPORT/EXPORT AND USE. Customer shall be solely responsible for obtaining and paying the applicable fees for all licenses, permits, or any other requirements for the import, export, and/or use, of Aligners shipped by USD Lab. Aligners may not under any circumstances be shipped or transshipped to any country on which the U.S. Government has an embargo or to any company in any country which appears from time to time on the excluded Entity List published by the United States Department of Commerce's Bureau of Industry and Security.

PRICING. The price payable to USD Lab by Customer for Aligners ("Purchase Price") shall be in accordance with USD Lab's prices, as in effect at the time of USD Lab's acceptance of the applicable Order. USD Lab may update the Purchase Price at any time and without notice in its sole and absolute discretion. Any changes to the Purchase Price will not affect existing Orders that have been accepted by USD Lab prior to the effective date of the Purchase Price change. The Purchase Price does not include sales, use, excise, or any similar tax unless otherwise specified by USD Lab in writing. Any tax or other government charge upon the production, sales, shipment, or use of Aligners that USD Lab is required to pay or collect from Customer shall be paid by Customer to USD Lab unless Customer furnishes USD Lab with a tax exemption certificate or another document acceptable to the applicable taxing authority. Customer shall be responsible for obtaining all necessary governmental clearances if and when required by any government other than the United States. Customer agrees to pay any taxes, duties, and or tariffs that Customer is required to pay to any Federal, state, provincial, or local governmental taxing authority or agency in connection with any Order. Customer agrees to abide by all custom and/or import laws and regulations that are applicable to any Order.

PAYMENT TERMS. Customer must pay USD Lab for Aligners pursuant to the terms agreed upon by Customer upon the establishment of Customer's account. All overdue accounts will accrue a late charge at a rate equal to the lesser of one and a half percent (1.5%) per month or the maximum rate permissible by applicable law. USD Lab reserves the right, in its sole discretion, to modify or withdraw any credit terms extended to Customer at any time without prior notice to Customer and/or suspend, credit, or cancel any unfilled Orders without any liability to USD Lab in the event that USD Lab believes Customer's credit is impaired. USD Lab may, in its sole discretion, require full or partial payment or payment guarantee from Customer, including, but not limited to, a bank guarantee or irrevocable standby letter of credit from an institution approved by USD Lab, in advance of manufacturing or shipping Aligners whenever, in its opinion, the financial condition of Customer so warrants. Payment by credit card may be subject to a service charge.

LIMITED WARRANTY. Aligners. USD Lab warrants that on the date of shipment of the applicable Aligners to Customer, the Aligners will conform to their applicable corresponding Manufacturing Files supplied to USD Lab by Customer (“Specifications”). The foregoing warranty shall not apply to any Aligners or Aligner parts which have been (a) repaired or altered by any party other than USD Lab, unless such repair or alteration has been specifically approved in writing by USD Lab; (b) subjected to misuse, mishandling, alteration, improper storage, repackaging, negligence, or accident; or (c) used in a manner or in an application other than that recommended by USD Lab. USD Lab will not be responsible for any damage to any Aligner or Aligner part that occurs after delivery or during or after use by the Patient. No warranty is made as to (i) the quality, suitability, or performance characteristics of Aligners, or (ii) any raw materials used in the manufacturing of Aligners. Customer’s Limited Remedy for USD Lab’s Breach. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR USD LAB’S BREACH OF THE LIMITED WARRANTY DESCRIBED IN SECTION 9.a SHALL BE LIMITED TO REPAIR, REPLACEMENT, OR EXTENSION OF CREDIT, IN USD LAB’S SOLE DISCRETION, OF THE DEFECTIVE ALIGNERS OR ALIGNER PARTS PROVIDED BY USD LAB AND REPORTED AS DEFECTIVE TO USD LAB WITHIN THIRTY (30) DAYS AFTER THE PRESCRIBED FIRST USE OF THE CORRESPONDING NON-CONFORMING ALIGNER TRAY. Disclaimer of Warranties. EXCEPT WITH RESPECT TO THE LIMITED WARRANTY PROVIDED IN SECTION 9.a, ALIGNERS ARE PROVIDED “AS-IS,” “WITH ALL FAULTS,” AND “AS-AVAILABLE” AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY AND REPAIR OF ALIGNERS RESTS WITH CUSTOMER AND NOT USD LAB. EXCEPT AS SET FORTH IN SECTION 9, USD LAB EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES REGARDING ALIGNERS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR BASED ON COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE.

CUSTOMER INDEMNIFICATION OBLIGATIONS. Customer is solely responsible for the use of Aligners and all consequences of such. Customer will indemnify, defend, and hold USD Lab and its officers, agents, directors, and employees (each, an “Indemnified Party”) harmless against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including without limitation reasonable attorneys’ fees, that are awarded against any Indemnified Party, arising out of or related to any third-party claim made in connection with any use, misuse or alteration of Aligners, including,

but not limited to, any injury or death to any person or persons allegedly caused by the use, misuse, or alteration of Aligners.

LIMITATION OF LIABILITY; COMMENCEMENT OF ACTIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN, IN NO EVENT SHALL USD LAB, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO, OR OTHERWISE ARISING IN CONNECTION WITH THIS PURCHASE AGREEMENT AND THE MANUFACTURE, SALE, AND SUPPLY OF ALIGNERS BY USD LAB. IN ADDITION, IN NO EVENT SHALL USD LAB, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, BE LIABLE FOR ANY LIABILITY, LOSSES, AND DAMAGES, INCLUDING, BUT NOT LIMITED TO, THOSE RELATED TO THE COST OF REPAIRING ALIGNERS AND LOSS OF USE OF ALIGNERS, ARISING FROM OR RELATED TO THE APPROVED ALIGNER DESIGN OR THE USE, MISUSE OR REPAIR OF ALIGNERS, NOR SHALL USD LAB, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, BE LIABLE TO INDEMNIFY CUSTOMER, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND CUSTOMERS, FOR ANY CLAIMS FOR ANY OF THE FOREGOING. FURTHER, IN NO EVENT WILL USD LAB'S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE FOR THE SPECIFIC ALIGNERS GIVING RISE TO CUSTOMER'S ACTION. ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS PURCHASE AGREEMENT MUST BE COMMENCED BY CUSTOMER WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

QUALITY ASSURANCE; RECALLS. Complaints. Customer must have and maintain, as required by applicable law and for the corresponding period required thereunder, a complaint tracking system and a complaint handling system to record, track, and manage all complaints concerning Aligners. Upon written request from either party, the parties agree to cooperate with each other to investigate any complaints concerning Aligners, including, without limitation, any complaint concerning an adverse event. If deemed necessary by USD Lab, or upon the request of Customer, USD Lab shall use commercially reasonable efforts to analyze the applicable Aligners and produce a written report of its analysis. Customer shall bear all costs and expenses for any testing performed by USD Lab at the request of Customer, including any testing that is outside USD Lab's usual course of investigation under its applicable standard operating

procedures (“SOPs”) for complaints, or not otherwise required by regulation. In the event either party determines that any additional physical, chemical, biological, or other evaluation is necessary to fully investigate a complaint concerning Aligners, the party making such determination shall so advise the other party in writing and USD Lab shall conduct the necessary evaluations, at Customer’s sole cost and expense, and shall produce a written report (a copy of which shall be delivered to Customer) of the results. Customer shall correspond with complainants on all product complaints associated with Aligners; provided, however, that USD Lab shall have the right, if it so elects, to communicate directly with any complainants and take all necessary steps as may be appropriate and/or required to remedy any non-conforming raw materials, manufacturing process, or modify the Specifications (in accordance with all laws, requirements, and regulations of the United States Food and Drug Administration or any successor agency (“FDA”), and/or current good manufacturing practice requirements set forth in the quality systems (QS) regulation (21 C.F.R. Part 820) for devices or current good manufacturing practices (21 C.F.R. 4, Subpart A) for combination products (“cGMP”), as applicable. Any filings with FDA that may be required shall be filed by USD Lab.

Recall Action/Market Withdrawal. If either party becomes aware of or initiates a recall, market withdrawal, or field correction of any Aligners hereunder (each, a “Recall Action”), such party shall immediately notify the other party of such Recall Action, and agrees to coordinate and cooperate with the other party in any manner reasonably necessary to timely comply with all necessary actions, and applicable laws and regulations relating to such Recall Action, subject to the terms set forth in Section 12.e below.

Recall Action Initiated by Customer. In the event that Customer should voluntarily decide to initiate a Recall Action of any Aligners supplied to Customer by USD Lab under this Purchase Agreement, Customer shall notify USD Lab in writing setting forth the reason for such Recall Action, together with an outline of Customer’s proposed action plan and a copy of all proposed correspondence, bulletins, or other communication that will be distributed in connection with such action plan. Under no circumstances shall Customer commence any activities relating to a Recall Action initiated by Customer without first notifying USD Lab in writing as provided in this Section. All activities relating to a Recall Action initiated by Customer shall be handled by Customer, unless otherwise notified by USD Lab in writing that USD Lab will handle such coordination, and the parties shall fully cooperate with the other party to the extent reasonably necessary to assist in the investigation and related due diligence to determine the cause and the extent of the issue or matter necessitating such Recall Action.

Expenses. Customer shall bear all of the costs and expenses of any Recall Action (regardless if such action is initiated by USD Lab, Customer, or the FDA) including without limitation expenses related to communications

and meetings with all required regulatory agencies, expenses of replacement stock, the cost of notifying Customers, and the costs associated with the shipment of recalled Aligners from Customers and shipment of an equal amount of replacement Aligners to those Customers (collectively, "Recall Costs"); provided, however, that if such Recall Action is shown to be solely a result of (i) the failure of USD Lab to supply Aligners that conform to USD Lab's limited warranty set forth in Section 9.a, (ii) USD Lab's failure to comply with cGMP in the event of any FDA-initiated Recall Action, or (iii) the gross negligence or intentional wrongful act of USD Lab, USD Lab shall bear all costs and expenses of such Recall Action, including without limitation all Recall Costs. Recall Records. Each party shall maintain complete and accurate records relating to the shipment, transportation, distribution, and sale of Aligners under this Purchase Agreement in accordance with all applicable laws and regulations, including without limitation those promulgated by the FDA, but in no event shall such records be maintained for a period less than (i) three (3) years, or (ii) the period consistent with their respective internal record-keeping procedures, whichever period is longer. Safety Procedures. USD Lab and Customer shall adhere to safety procedures for the handling and manufacture of Aligners and treatment or disposal of wastes relating thereto that comply with all federal and state environmental and occupational safety and health requirements.

INSURANCE. USD Lab's Insurance. USD Lab shall maintain (i) products liability insurance with a minimum limit of \$5,000,000, and (ii) comprehensive general liability insurance with minimum limits of \$1,000,000 for each of bodily injury and property damage. Such policies of insurance shall provide that Customer will be notified at least thirty (30) days prior to any cancellation. Certificates evidencing such insurance shall be provided to Customer upon receipt of a written request. Customer's Insurance. Customer shall maintain (i) products liability insurance with a minimum limit of \$2,000,000, and (ii) comprehensive general liability insurance with minimum limits of \$1,000,000 for each of bodily injury and property damage. Such policies of insurance shall provide that USD Lab will be notified at least thirty (30) days prior to any cancellation. Certificates evidencing such insurance shall be provided to USD Lab upon request.

TERM AND TERMINATION. Term. This Purchase Agreement with respect to each Order shall commence on the date of USD Lab's acceptance of the applicable Order and shall continue with respect to each such Order for the applicable warranty period under Section 9.a., unless earlier terminated as provided hereunder (the "Term"). Termination for Breach. Either party may terminate this Purchase Agreement for a material breach by the other party by giving the breaching party written notice, specifying the breach relied

on, and giving the breaching party sixty (60) days to cure such breach, except any breach by Customer to make a payment when due hereunder must be cured within fifteen (15) days from the due date. If the breach has not been cured (or the breaching party has not commenced a good faith effort to cure) at the end of the sixty (60) day period (or in the case of Customer's failure to timely make payment, the fifteen (15) day period), then, upon notice thereof to the breaching party by the other, this Purchase Agreement shall terminate. Effect of Termination. The termination of this Purchase Agreement shall not relieve the parties hereto of any obligation accruing prior to termination, including without limitation Customer's payment for all Aligners supplied by USD Lab prior to the effective date of termination. Without limitation as to other rights and obligations that may survive, Sections 1, 2, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16.c, and 17-33 shall survive any termination of this Purchase Agreement.

FORCE MAJEURE. For purposes of these Aligner Terms, Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, insurrections, riots, earthquakes, fires, storms, floods, drought, explosions, sabotage, accidents, embargoes, pandemics, riots, civil commotion, including acts of local government and federal authority, inability with reasonable diligence to obtain materials, delay in transportation by common carrier, and any other causes not within the control of the party claiming a suspension which by the exercise of due diligence such party shall not have been able to avoid or overcome.

In the event either party is prevented by Force Majeure from performing any of its obligations under this Agreement, other than its payment obligations hereunder, such party shall give notice in writing to the other party with full particulars of such Force Majeure as soon as practicable after the occurrence of the Force Majeure event. Upon delivery of such notice, the obligations of the party delivering the notice, so far as they are affected by such Force Majeure, shall be suspended during the period of such Force Majeure and shall be remedied as far as and as soon as practicable by the party giving such notice. USD Lab shall not be responsible for any loss, delay, or damage caused by a Force Majeure event. If, for any reason, any licenses, authorizations, or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders, or requirements that would prohibit USD Lab from fulfilling this Purchase Agreement, or would, in the reasonable judgment of USD Lab, otherwise expose USD Lab to a risk of liability under applicable laws, regulations, orders, or requirements, USD Lab shall be relieved without liability of all obligations under this Purchase Agreement. If either party is delayed or prevented from the performance of its obligations by reason of this clause for more than one hundred and eighty (180) consecutive calendar days, either party may

terminate the then unperformed portion of this Purchase Agreement by notice in writing given to the other party, without liability provided that Customer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for Aligners as at the date of termination. USD Lab may deliver by installments, and each delivery shall constitute a separate Purchase Agreement. Failure by USD Lab to deliver any one or more of the installments in accordance with their terms shall not entitle Customer to terminate the whole Purchase Agreement or treat it as repudiated.

CONFIDENTIAL INFORMATION. Definition of Confidential Information. For purposes of these Aligner Terms, Confidential Information means any and all information, trade secrets, and know-how of or data about each of the Parties, their clients, or their operations and other matters of a confidential or proprietary nature, including, without limitation, Aligners and their Specifications, but shall not include any of the following information: information which was known to the receiving party, prior to receipt from the delivering party, as evidenced by the receiving party's written records; information which can be shown to have been in the public domain or generally known to the trade at the time of receipt from the delivering party; information which, other than by breach of this Purchase Agreement, can be shown to have entered the public domain or become generally known to the applicable trade in which the parties participate; information which is disclosed to the receiving party by a third party unrelated to either party who is free to make such disclosure; information which that can be shown to have been independently developed by the receiving party without use of or reference to any Confidential Information of the delivering party; or information which is required to be disclosed by law, regulatory, administrative or judicial order. Prohibited Use. During the Term, including any extension thereof, and for a period of five (5) years thereafter, the parties shall not disclose, communicate, or otherwise make available to any third party, and shall not use or deal with in any manner (except as permitted by this Purchase Agreement) any Confidential Information of the other party, nor shall a party utilize intellectual property rights disclosed in any patent of either party, other than as required to manufacture or supply Aligners or any other purpose as may be required for the parties to perform their respective obligations under this Purchase Agreement; provided, however, that for any Confidential Information that constitutes a trade secret of a party, the foregoing terms of this Section shall continue for as long as the same remains a trade secret of that party notwithstanding any limitation or exceptions provided herein. For purposes of these Aligner Terms, Intellectual Property Rights means all United States and worldwide trademarks, service marks, trade dress, copyrights, patents, trade secrets, rights under unfair competition and/or unfair trade practices laws, and all other intellectual and industrial property rights related thereto. Permitted Use. Each party (i)

agrees to use the Confidential Information of the other party only for the purpose of performing its obligations under this Purchase Agreement, (ii) shall not copy any Confidential Information of the other except as necessary to perform its obligations under this Purchase Agreement, (iii) shall limit dissemination of the Confidential Information of the other party to only those persons or other third parties who have a need to know in order to consummate the intent of this Purchase Agreement, and (iv) shall return all Confidential Information (delivered in physical or electronic form) of the other party, including, without limitation, any copies, upon the earlier of such party's request or the termination of this Purchase Agreement; provided, however, a party may retain a copy of any Confidential Information of the other party for record-keeping purposes if required by law or regulation. Permitted Disclosure. A party may disclose Confidential Information of the other party to a third person if it is required to do so by subpoena, court order, law or regulation. In such event, the party shall, in advance of the disclosure if practical, notify the other of such required disclosure. Enforcement Rights. Each party agrees that the Confidential Information of each party is vital to the business interests of each party and that any disclosure or unauthorized use thereof would cause irreparable harm. Each party may specifically enforce the obligations of the other under this paragraph, by injunction or otherwise, in addition to and not in limitation of any other remedies that a party may have at law or in equity.

MISCELLANEOUS. Independent Contractor. Notwithstanding anything to the contrary provided herein, USD Lab is an independent contractor for Customer, and the parties are not partners or joint venturers, and USD Lab shall have the right to establish and follow its own internal procedures to comply with its obligations hereunder. Except for any special shipping or handling instructions provided by Customer in a particular Order, all decisions pertaining to labor, components necessary for the manufacture and the supply of Aligners, maintenance of required governmental permits, and compliance with all laws regarding the facilities or the manufacture of Aligners shall be the sole responsibility of USD Lab and not subject to any direction or rights of Customer. Non-Solicitation. During the Term, and for a period of one (1) year following the termination or expiration of this Purchase Agreement, Customer will not, to the extent not prohibited by applicable law, directly or indirectly, solicit, recruit, or encourage any of USD Lab's employees to terminate their employment with USD Lab; provided, however, that this section will not prevent Customer from (a) causing to be placed any general advertisements in newspapers and/or other media of general circulation (including without limitation advertisements posted on the internet) that is not targeted specifically at any USD Lab employees or (b) engaging any recruiting firm or similar organization to identify and solicit persons for employment on behalf of Customer, so long as such recruiting firm or

organization is not instructed to target any such employees of USD Lab. Entirety of Purchase Agreement; Amendment. This Purchase Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any other agreements and arrangements, whether in written or oral form, regarding the subject matter hereof. Except as otherwise provided in this Purchase Agreement, this Purchase Agreement may not be amended, extended, or supplemented in any manner whatsoever except by the express written agreement executed by duly authorized corporate officers of both parties. Notices. Any notice, agreement, or other communication required to be given under this Purchase Agreement shall be in writing and either personally delivered, delivered by certified U.S. mail (return receipt requested), postage prepaid, or delivered by overnight delivery by a nationally recognized courier, addressed to the parties at such addresses as furnished in writing by each party to the other, as may be updated from time to time. Each notice or communication shall be deemed to have been received three (3) business days after the same was deposited in certified mail, or, if delivered in person via an internationally recognized overnight delivery carrier, as of the date so delivered. Notwithstanding the foregoing, Orders and other ordinary course of business communications may be sent by email or mail to the address identified by the parties from time to time, or by first-class mail, postage prepaid. Severability. If any provision of this Purchase Agreement is to be held invalid or unenforceable, in whole or in part, by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Purchase Agreement shall be construed to remain fully valid, enforceable and binding on the Parties in all respects as if such invalid or unenforceable provision were omitted. Any court of final jurisdiction will have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the intention of the Parties. Choice of Law; Venue; Arbitration. These Aligner Terms shall be governed by and construed and enforced in accordance with the laws of the State of California. Any dispute, claim, or controversy arising out of or relating to this Purchase Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Purchase Agreement to arbitrate, shall be determined by arbitration in the City of San Diego, County of San Diego, State of California before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitrator shall award reasonable attorneys' fees to the most prevailing Party in the arbitration. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. U.N. Convention. Pursuant to Article 6 of the United Nations Convention on Contracts for the International

Sale of Goods (the “UN Convention”), the parties agree that the UN Convention shall not apply to this Purchase Agreement. No Waiver. No waiver of any provisions of this Purchase Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure by USD Lab to require Customer’s strict performance of any provision of this Purchase Agreement at any time shall be deemed a waiver of such provision nor shall it affect USD Lab’s right thereafter to enforce and require strict compliance with each and every provision of this Purchase Agreement. No waiver shall be binding unless executed in writing by the party making the waiver. Assignment. Neither USD Lab nor Customer may assign or transfer any right or obligation under this Purchase Agreement without the consent of the other, whether pursuant to a change of control, asset sale, by operation of law or otherwise and any such attempted assignment shall be deemed null and void. Customer agrees to notify USD Lab immediately upon a change of control (through stock transfer or otherwise) or sale of all or substantially all of the assets of its business to which this Purchase Agreement relates. Notwithstanding the foregoing, USD Lab may assign this Purchase Agreement and/or delegate its rights and obligations hereunder in whole or in part to one or more divisions, affiliates, and/or third parties without notice to Customer. In such case, such divisions, affiliates, and/or third parties shall have the right to enforce the provisions hereof as if they were a part of this Purchase Agreement. Successors and Assigns. This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No Third-Party Beneficiaries. No provision of this Purchase Agreement is intended to or shall be construed to confer upon or give to any person other than USD Lab, its successor or assigns (if applicable), and Customer any rights, remedies or other benefits under or by reason thereof. Authority. Each party represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the state of its organization, and has full power and authority to enter into and perform its obligations under the Purchase Agreement, (b) it agrees to be bound by the Purchase Agreement, and (c) the person agreeing to the Purchase Agreement on behalf of such party has been properly authorized and empowered to enter into the Purchase Agreement. Attorney Consultation. Each party represents that it has had an opportunity to consult with independent legal counsel prior to agreeing to this Purchase Agreement. Headings. The headings of these Aligner Terms herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of these Aligner Terms. Acknowledgment. BY PLACING AN ORDER FOR ALIGNERS, YOU ARE AGREEING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THESE ALIGNER TERMS, AND THE PURCHASE AGREEMENT

INCORPORATED HEREIN BY REFERENCE. YOU MUST AGREE TO THESE ALIGNER TERMS IN ORDER TO BE ABLE TO PLACE ORDERS FOR AND BUY ALIGNERS FROM USD LAB AND SELL ALIGNERS TO ANY DOCTOR AND/OR PATIENT.