



Terms and Conditions for 3M Unitek's Lava™ Model Storage Services

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These terms and conditions apply to 3M Unitek's Lava™ Model Storage Services which include the electronic storage of orthodontic study models and the ability to retrieve and display the electronic models. Unless otherwise indicated by 3M Unitek, the Lava™ Model Storage Services for a particular model will be provided for 14 years from the date of the initial order.

Warranty and Limited Remedy

3M Unitek warrants that it will provide the Lava™ Model Storage Services using commercially reasonable efforts. 3M UNITEK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF TITLE, IMPLIED WARRANTY OF NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE, CUSTOM, OR USAGE OF TRADE, WITH RESPECT TO THE SERVICES. 3M Unitek does not warrant that the Lava™ Model Storage Services will meet the customer's requirements or that Lava™ Model Storage Service operation will be uninterrupted or error-free. If the customer uses or attempts to use third party software, such as practice management software, or superseded releases of software in connection with Lava™ Model Storage Services, 3M Unitek does not warrant that the Lava™ Model Storage Services or models will be accessible, that any available access will be secure, or that the models or information that are accessed via such software will be complete, accurate or reliable. 3M Unitek makes no warranty whatsoever with respect to such third party software. The customer is responsible for, and bears all risks associated with, use of the Lava™ Model Storage Services, including, but not limited to, monitoring and verifying the input to and output of the Model Storage Services. The customer assumes responsibility for providing hardware, software and connectivity systems that meet the then-current requirements for use of the Lava™ Model Storage Services and for implementing adequate precautions against damages to the customer's operations which could be caused by service defects, interruptions, malfunctions, malicious code, or programs.

3M Unitek's sole obligation and the customer's sole remedy in the event of a claimed breach of warranty shall be limited to re-performance of the non-conforming services or, at 3M Unitek's option, refund of the charges actually paid for the non-conforming services.

Limitation of Liability

Except where prohibited by law, 3M Unitek will not be liable for any loss or damages arising from the Lava™ Model Storage Services whether direct, indirect, special, incidental, or consequential, regardless of the theory asserted, including warranty, contract, negligence or strict liability.

Customer Obligations

The customer warrants that it has the right to provide the information and study models to 3M Unitek and that 3M Unitek and its affiliates and vendors shall have the right to display,



reproduce, modify, transmit, use and make copies of the information and study models and derivative works thereof in connection with the Lava™ Model Storage Services. The customer warrants that the models and the use of the models as contemplated herein do not and will not infringe any copyright or other intellectual property right or violate any right of publicity or privacy or other third party right.

Price and Terms

The charge for Lava™ Model Storage Services is incurred when the buyer submits the order. Payment terms are net 30. The price shall be the applicable price at the time of the order and all prices are in US dollars.

Termination for Default

3M Unitek may terminate a customer's Lava™ Model Storage Services order in whole or part if the customer is in breach of a material obligation and does not cure such breach to the reasonable satisfaction of 3M Unitek within ten (10) days after 3M Unitek's notice of intent to terminate the order for buyer's default.

Protected Personal Health Information

3M Unitek provides Lava™ Model Storage Services as described above. In connection with ordering and receiving these Services, the customer will provide 3M Unitek with personal health information. The customer warrants that it has obtained the necessary consent to send this information to 3M Unitek, and for 3M Unitek to send this information to its affiliates and vendors, and for 3M Unitek, its affiliates and vendors to use the information as provided herein.

General

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter and may not be modified, altered or amended except by 3M Unitek on 10 days' notice. 3M Unitek's failure or delay in exercising any right or remedy does not constitute a waiver and shall not prohibit 3M Unitek from exercising such right or remedy at a later time. These Terms and Conditions are governed by and construed in accordance with the laws of California without regard to its conflicts of law provisions. The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply and are expressly excluded.