

1. CS CONNECT SITE TERMS AND CONDITIONS OF USE

Last revised: November 8, 2016

- A. Carestream Health, Inc., on behalf of itself, and its subsidiaries operates this Site to provide online access to CS Connect software services (“Services”). By accessing and using the Site to receive the Services, you, and any Authorized Laboratory as defined below, agree to the terms and conditions set forth herein (“Terms of Use”). These Terms of Use, together with any applicable additional terms and conditions referenced herein or on the Site pertaining to the Services, are referred to as this “Agreement”.
- B. Carestream reserves the right to modify this Agreement at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. The last date these Terms of Use were revised is set forth above.
- C. The Services have been designed to enable, at no cost, (i) licensed dental practices such as yours to transfer, and (ii) any laboratory that you may designate (“Authorized Laboratory”) to receive, digitized impressions (“Content”) necessary for the Authorized Laboratory to fabricate dental appliances for use in your practice. The Services are automatically enabled when you login and activate CS Connect after which Content can be automatically transmitted to and accessed by your Authorized Laboratory upon its login and CS Connect activation. As a result, the Authorized Laboratory can fabricate dental appliances based on the specifications transmitted impressions in the Content.

2. USE OF THE SERVICES

- A. Operating Environment. For access to and correct performance of the Services, it is your responsibility to provide compatible devices, internet access, and receive from Carestream and install current software drivers, all of which will be explained to you in instructions. From time to time, Carestream may update the drivers. In order to continue your use of the 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. Carestream reserves the right to limit the number of Content transmissions that may be sent from a device.
- B. Permitted Uses. You may access the Services for the sole purpose of transferring Content to Authorized Laboratories. If your use of the Services or other behavior intentionally or unintentionally threatens Carestream’s ability to provide the Services or other systems, Carestream may take any reasonable step to protect the Services and Carestream’s systems, which may include suspension of your access to the Services. Repeated violations of the limitations may result in termination of your Account.
- C. Availability of the Services. The Services, or any feature or part thereof, may not be available in all languages or in all countries and Carestream makes no representation that the Services, or any feature or part thereof, are appropriate or available for use in any particular location.
- D. To the extent you choose to access and use the Services, you do so at your own initiative and are responsible for compliance with all applicable law, regulation, or generally accepted practice in the applicable jurisdiction.
- E. Account Establishment and Access
 - i. To register for access to the Services, you must establish an account, including your receipt of Carestream ID and establishment of password protocols unique to your account. You are solely responsible for maintaining the confidentiality and security of your account and for all

activities that occur on or through your Account, and you agree to immediately notify Carestream of any security breach of your account.

- ii. The Authorized Laboratory shall also be invited to establish an account with a unique Carestream ID and password.
 - iii. In order to access the Services, you must enter your Carestream ID and password to authenticate your account. You agree to provide and update as necessary accurate and complete information when register and when you access the Services (“Services Registration Data”). Failure to provide accurate, current and complete Services Registration Data may result in the delivery of dental appliances to an incorrect delivery address, for which Carestream shall not be liable. You agree that Carestream may store and use the Services Registration Data you provide for use in maintaining your Account. The Services are only intended to facilitate the transfer of digitized impressions to laboratories and shall not be considered as a way to store digitized impressions.
 - iv. The Services are designed and intended for use only within your practice and you should not share your Account and/or password details with another entity.
 - v. Carestream shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules and shall not be responsible for any losses arising during the transport (including delay, incorrect delivery address) of dental appliances addressed to your attention by the Authorized Laboratories.
- F. Use of Other Carestream Products and Services. Particular components or features of the Services provided by Carestream and/or its licensors may require separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using those particular components or features of the Services.
- G. No Resale of Services. You will not reproduce, copy, duplicate, sell, resell, rent or trade the Services (or any part thereof) for any purpose.

3. CONTENT

- A. It is your responsibility to maintain appropriate backup of the Content.
- B. You are solely responsible for the Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Services.
- C. Content Sharing. By your use of the Site, you authorize Carestream to transfer Content to an Authorized Laboratory, and for the Authorized Laboratory to view, save, copy, and share the Content for the sole purpose of fabricating dental appliances. If you choose to use the Site to access to the Services via a web link, Content will be available only to persons within the Authorized Laboratory who have been provided or have access to the web link.
- D. Content and Use Restrictions. You agree that you will NOT:
 - i. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another’s privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
 - ii. stalk, harass, threaten or harm another;

- iii. engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;
 - iv. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;
 - v. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Services (or any part thereof), or any other computer software or hardware;
 - vi. interfere with or disrupt the Services, or any servers or networks connected to the Services, or any policies, requirements or regulations of networks connected to the Services (including any unauthorized access to, use or monitoring of data or traffic thereon);
 - vii. plan or engage in any illegal activity; and/or
 - viii. gather and store personal information on any other users of the Services to be used in connection with any of the foregoing prohibited activities.
- E. **Removal of Content.** Carestream is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, Carestream reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of this Agreement.
- F. **Access to Your Account and Content.** Carestream reserves the right to take steps Carestream believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that Carestream may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as Carestream believes is reasonably necessary or appropriate, if legally required to do so or if Carestream has a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Carestream, its users, a third party, or the public as required or permitted by law.
- G. Carestream does not claim ownership of the Content. By submitting or posting such Content, you are representing that you are the owner of such material and/or have all necessary rights, licenses, and authorization to distribute it.

4. SOFTWARE

- A. **Carestream's Proprietary Rights.** Carestream and/or its licensors own all legal right, title and interest in and to the Services, including but not limited to graphics, user interface, the scripts and software drivers used to implement the Services, and any other software provided to you as a part of and/or in connection with the Services (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. The Services (including the Software, or any other part thereof) contain proprietary and confidential information that is protected by applicable intellectual property and other laws,

including but not limited to copyright. You will not use such proprietary information or materials in any way whatsoever except for use of the Services in compliance with this Agreement. No portion of the Services may be reproduced in any form or by any means, except as expressly permitted in these terms.

- B. License from Carestream. YOUR USE OF THE SOFTWARE FOR ANY REASON OTHER THAN ACCESS TO THE SERVICES AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED.
- C. Trademark Information. Carestream, the Carestream logo and other Carestream trademarks, Services marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of Carestream Health Inc. in the US and/or other countries. Other trademarks, Services marks, graphics, and logos used in connection with the Services may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Services.
- D. Export Control. Use of the Services and Software to transfer, upload or post the Content, may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, Content may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software or Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software or Services for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to your Account any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software, without first obtaining that authorization. This assurance and commitment shall survive termination of this Agreement.

5. TERMINATION

- A. Carestream may at any time, and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Services. Cause for such termination shall include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Services; (b) a request by you to cancel or terminate your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Services to you is or may become unlawful; (e) unexpected technical or security issues or problems; or (f) your participation in fraudulent or illegal activities. Any such termination or suspension shall be made by Carestream in its sole discretion and Carestream will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Services.
- B. Carestream may terminate your Account upon prior notice via email to the address associated with your Account if (a) your Account has been inactive for six (6) months; or (b) there is a general discontinuance or material modification to the Services or any part thereof. Any such termination or suspension shall be made by Carestream in its sole discretion and Carestream will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Services, though it will refund pro rata any pre-paid fees or amounts.
- C. Effects of Termination. Upon termination of your Account you and your Authorized Laboratories may lose all access to the Services and any portions thereof, including, but not limited to, your

Account, email account, and Content. In addition, after a period of time, Carestream will delete information and data stored in or as a part of your account(s). Any individual components of the Services that you may have used subject to separate software license agreements will also be terminated in accordance with those license agreements

6. DISCLAIMER OF WARRANTIES

- A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CARESTREAM AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
 - B. CARESTREAM AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) ACCESS TO THE SERVICES WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.
 - C. CARESTREAM DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND CARESTREAM DISCLAIMS ANY LIABILITY RELATING THERETO.
 - D. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - E. THE SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE TRANSMISSION OF CONTENT, DATA OR INFORMATION BY THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
7. LIMITATION OF LIABILITY. EXCEPT IN RESPECT OF LOSS RESULTING FROM DEATH OR PERSONAL INJURY, NEITHER CARESTREAM NOR ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF CARESTREAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICES (II) ANY CHANGES MADE TO THE SERVICES OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICES OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR CONTENT ON OR THROUGH THE SERVICES; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (UNINTENDED OR UNSUITABLE USES OF THE SERVICES; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICES.

8. INDEMNIFICATION. You agree to defend, indemnify and hold Carestream, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Services; (b) your use of the Services; (c) any violation by you of this Agreement; or (d) any action taken by Carestream as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred. This means that you cannot sue Carestream, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision to remove or refuse to process the Content, to warn you, to suspend or terminate your access to the Services, or to take any other action during the investigation of a suspected violation or as a result of Carestream's conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or your use of the Services.

9. GENERAL

A. Notices. Carestream may provide you with notices regarding the Services, including changes to this Agreement, by email, by regular mail, or by postings on our Site and/or the Services.

B. Governing Law

i. Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and Carestream shall be governed by the laws of the United States. You and Carestream agree to submit to the personal and exclusive jurisdiction of the courts located within the state of New York to resolve any dispute or claim arising from this Agreement.

ii. Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

C. Entire Agreement. This Agreement constitutes the entire agreement between you and Carestream, governs your use of the Services and completely replaces any prior agreements between you and Carestream in relation to the Services. You may also be subject to additional terms and conditions that may apply when you use the Services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Carestream to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.