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As a condition to authorization, the lab requires that you help safeguard Glidewell's proprietary rights in its image(s), videos and other digital resources and help the lab maintain its copyright over its intellectual property, by not allowing others to use Glidewell's Digital Resources without the express permission of Glidewell.

Additionally, use of any digital resource is contingent upon always providing proper attribution by acknowledging the lab's ownership of the item. An example of an acknowledgment of the lab's copyright is: "Video provided by Glidewell Copyright ©2022," or "Photo courtesy of Glidewell Copyright ©2022".

Website Terms and Conditions

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Last updated: [insert date of posting]

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND REQUIRES YOU TO ARBITRATE ANY DISPUTES YOU HAVE WITH GLIDEWELL AND TO WAIVE THE ABILITY TO BRING CLAIMS AGAINST GLIDEWELL IN A CLASS ACTION FORMAT.

1. **Agreement.** James R. Glidewell, Dental Ceramics, Inc. and its subsidiaries ("We" or "Glidewell") provide you with these Terms and Conditions ("Terms") which applies to your use of and access to our website (www.glidewelldental.com) (including both mobile and online versions) (the "Website"), our mobile application (the "App"), content and/or other online services that we own and control and that post a link to these Terms (collectively, the "Service"). These Terms may be modified at any time by Glidewell upon posting of the modified Terms. Any such modifications shall be effective

immediately. Your use of the Service shall constitute and be deemed your unconditional acceptance of these Terms.

2. **Medical Disclaimer.** All information in the Service (including information about orthodontic or dental health, and products and treatments) is strictly for informational purposes and is not intended to be used as medical advice. No information contained in the Service should be considered as complete or exhaustive.
3. **Privacy.** Your use of our Service is also governed by our Privacy Policy. Please review our Privacy Policy at <https://glidewell dental.com/privacy-policy>.
4. **Ownership.** All content included in our Service is and shall continue to be the property of Glidewell and its licensors, and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Service is prohibited. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of the Service.
5. **Service Use.** While you are a customer of Glidewell, Glidewell grants you a limited, revocable, nonexclusive license to use our Service solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the Service, reverse engineer or break into the Service, or use materials, products or services in violation of any law. The use of the Service is at the discretion of Glidewell and Glidewell may terminate your use at any time.
6. **Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the Service. You further agree that information provided by you is truthful and accurate to the best of your knowledge.
7. **Indemnification.** You agree to indemnify, defend and hold Glidewell and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees and costs, related to your violation of these Terms or use of the Service.
8. **Disclaimer.** THE INFORMATION IN THIS SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SERVICE IS AT YOUR SOLE RISK. GLIDEWELL DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO

YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SERVICE SHALL BE TO DISCONTINUE USING THE SERVICE.

9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL GLIDEWELL BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO CEASE ALL OF YOUR USE OF THE SERVICE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in these Terms that directly conflict with such laws may not apply to you.

10. **User Restriction.** You agree to not use the Service in any unauthorized manner, including, but not limited to: transmitting any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, or otherwise objectionable, as determined by Glidewell; attacking or attempting to attack the servers and other devices providing the Service in any manner, to obtain the data illegally or to modify the data without authorization; using any robot, spider, crawler or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Service; introducing viruses, worms, Trojan horses, logic bombs or other material which is malicious or technologically harmful into the Service; obtaining unauthorized access to any computer system through the Service; or violating any federal, state, local, or international law or regulation. If you do use the Service to commit any of the above, Glidewell may, at its sole discretion, terminate your ability to use the Service and prosecute you to the fullest extent of the law.

11. ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY.

- a) **Scope:** This arbitration agreement is intended to be given the broadest interpretation. You and Glidewell both agree that any and all disputes arising out of or relating to the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal grounds, and including the interpretation and scope of this arbitration agreement (each a "Claim" and collectively "Claims"), will be resolved via mandatory binding (not class) arbitration. This arbitration agreement will survive termination of these Terms.
- b) **Notice; Process:** Before filing a Claim against Glidewell in any forum, you agree to first attempt to resolve the dispute informally by notifying Glidewell of your

Claim by sending an email to privacy@glidewell.com with the subject line "**Dispute Notice.**" The notice must specifically describe the nature of the dispute and the relief sought. You will give Glidewell 60 days from the date Glidewell receives the notice to try to resolve the dispute. If the dispute is not resolved after 60 days, either party may seek relief as stipulated in this arbitration agreement.

- c) **Dispute Resolution and Arbitration:** You and Glidewell both agree that any and all disputes, claims, or controversies between Buyer and Seller arising in connection with or in any way relating to the relationship between you and Glidewell, including the scope of this arbitration agreement, will be determined by mandatory binding individual (not class) arbitration. The parties agree that the arbitration will be conducted in accordance with the rules of the American Arbitration Association's ("AAA") rules for commercial arbitration in effect at the time, and the arbitration will be conducted in Orange County, California. You may obtain more information about arbitration, the AAA Rules, fee schedules, and forms to initiate arbitration at www.adr.org. Should the AAA decline to administer the arbitration or otherwise be unable to administer the arbitration for any reason, you agree that Glidewell shall select an alternative arbitration forum, and that you will agree in writing to administration of the arbitration by the alternative arbitration forum selected by Glidewell. Cost of arbitration will be split equally by the parties, and each party shall pay its own attorney fees, except that the prevailing party will be entitled to recover its reasonable attorney fees from the other party. The parties agree to execute any further documents and take any necessary actions to initiate arbitration consistent with this paragraph.
- d) **Arbitration Award:** The arbitrator will have the power to grant declaratory or injunctive relief, whether interim or final, only in favor of you individually and only to the extent necessary to provide relief warranted by your individual Claim, and any provisional measures ordered by the arbitrator may be enforced by any court of competent jurisdiction. Judgment on any arbitration award may be entered in any court having proper jurisdiction.
- The arbitrator will have the power to grant declaratory or injunctive relief, whether interim or final, only in favor of you individually and only to the extent necessary to provide relief warranted by your individual claim without affecting other claimants, and any provisional measures ordered by the arbitrator may be enforced by any court of competent jurisdiction. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. Nothing in this agreement will prevent you from seeking public injunctive relief separately from arbitration in court pursuant to this agreement, and any such application will not be deemed incompatible with the agreement to arbitrate or as a waiver of the right to arbitrate your individual claims. You and Glidewell agree that any proceedings seeking a remedy of public injunctive relief will proceed after the arbitration of all arbitrable Claims, remedies, or causes of action, and any such action in court will be stayed pending the outcome of the arbitration pursuant to section 3 of the US Federal Arbitration Act.

- e) **Exceptions:** You and Glidewell each agree that the following causes of action and/or claims for relief are exceptions to the disputes covered by the arbitration agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as outlined in this arbitration agreement): (i) any claim in small claims court for disputes or claims within that court's jurisdiction; (ii) any claim or cause of action alleging actual or threatened damages regarding the infringement, protection or validity of Glidewell's or your intellectual property, or either party's licensors' intellectual property, trade secrets or copyright, trademark or patent rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); and (iii) a request for the remedy of public injunctive relief, where such remedies are permitted and cannot be waived by applicable law. Any such disputes not subject to arbitration will be resolved exclusively in the federal or state courts of Orange County, California. If any judicial proceeding is brought elsewhere, it shall be transferred to a court located in Orange County, California. Both you and Glidewell consent to venue and personal jurisdiction there.
- f) **Class Action Waiver:** YOU AND GLIDEWELL BOTH AGREE TO GIVE UP THE RIGHT TO A JURY TRIAL. YOU AND GLIDEWELL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. Unless you and Glidewell agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding, consolidated action or private attorney general action. If this specific provision, known as the "Class Action Waiver," is found to be unenforceable, then the entirety of this arbitration agreement shall be null and void except Subparagraph (b) (Notice; Process), which shall remain in full force and effect.
- Upon motion of one or more interested parties, the arbitrator shall coordinate more than one arbitration proceeding initiated under this arbitration agreement, to the extent it is determined that such coordination will promote efficiency in discovery and avoid inconsistent legal rulings. In the interest of clarity, any coordination under the preceding sentence will be limited only to currently-pending arbitrations initiated under this arbitration agreement, and the arbitrator may not preside over any form of a representative or class proceeding. All parties will retain the right to request an individualized hearing.

12. **Severability.** If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect.

13. **Waiver.** The failure of Glidewell to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. Any waiver of these Terms by Glidewell must be in writing and signed by an authorized representative of Glidewell.
14. **Termination.** Glidewell may amend these Terms at any time, with or without notice, for any reason.
15. **Entire Agreement.** These Terms constitutes the entire agreement between you and Glidewell and governs the terms and conditions of your use of the Service, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Glidewell with respect to the Service. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Service. Glidewell may revise these Terms at any time and post it on its Website. Accordingly, you should visit the Website and review the Terms periodically to determine if any changes have been made. Your continued use of this Service after any changes have been made to the Terms signifies and confirms your acceptance of any such changes or amendments to the Terms.

James R. Glidewell, Dental Ceramics, Inc. and Subsidiaries Purchase Order Terms and Conditions

[VIEW AS PDF](#)

Last updated: [insert date of posting]

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THIS DOCUMENT SETS FORTH THE LEGALLY BINDING TERMS FOR THE USE OF THE PRODUCTS AND WORK. THESE TERMS REQUIRE SELLER TO ARBITRATE ANY DISPUTES IT HAS WITH BUYER AND SELLER WAIVES THE ABILITY TO BRING CLAIMS AGAINST BUYER IN A CLASS ACTION FORMAT.

1. **AGREEMENT** These Standard Purchase Order Terms and Conditions (“Terms and Conditions”) shall apply to any Purchase Order (“P.O.”) issued to a vendor (“Seller”) by James R. Glidewell, Dental Ceramics, Inc. and any of its subsidiaries (“Buyer”). Unless otherwise provided in a separate written agreement executed by Seller and Buyer, each P.O. accepted by Seller, together with all documents expressly referenced in such P.O. and these Terms and Conditions, (a) shall constitute the entire agreement (“Agreement”) between Buyer and Seller with respect to the purchase, sale and delivery of the products described in such P.O. (“Products”) and the performance of any

services or work described in the P.O. (“Work”); and (b) shall supersede all prior agreements, understandings and representations between Seller and Buyer with respect thereto. Any different terms stated by Seller in any proposal, quotation, confirmation, acknowledgment, invoice, or otherwise shall be of no force and effect, and no course of dealing, usage of trade or course of performance shall be relevant to explain or supplement any term expressed in the Agreement. By acting on this P.O. or delivering Product and/or Work (complete or incomplete) against the P.O., Seller is agreeing to all Terms and Conditions. These Terms and Conditions will supersede any conflicting terms in any future agreements unless expressly stated otherwise in a written agreement signed by the parties or expressly stated in the P.O.

2. **DELIVERY** All deliveries of Products shall be made to the ship to address on the P.O. (Destination). Seller shall deliver Products and/or complete Work specified in the P.O. on or before the applicable requested date indicated in the P.O. (“Due Date”). Buyer, in its sole discretion, may refuse to accept Products delivered or Work performed more than two weeks prior to Due Date, or after the Due Date. Time is of the essence in the performance of Seller’s obligations under the Agreement.
3. **TITLE AND RISK OF LOSS** Seller warrants that it has good and clear title, free from any security interest, lien or other encumbrance, to all Products and Work. Title and risk of loss or damage to Products shall pass to Buyer upon delivery to the Destination, subject to Paragraph 4 (Inspection: Acceptance) and Buyer’s right to reject non-conforming Products. Risk of loss of any non-conforming Products shall remain with Seller unless and until Buyer finally accepts such Products.
4. **INSPECTION: ACCEPTANCE** Final inspection of Products and Work shall be at Destination unless otherwise specified in a written agreement signed by both parties. Buyer shall either accept or reject Products or Work within the later of (a) 60 days after the Due Date specified in the P.O.; or (b) 60 days after receiving such Products or Work. Any non-conformity in any Products or Work shall be deemed to substantially impair the value of the Agreement to Buyer, and shall entitle Buyer to reject such Products or Work or to revoke its acceptance thereof. At Buyer’s option, Buyer may return non-conforming Products or Work to Seller, freight collect, or Buyer may modify or adapt non-conforming Products or Work to render it acceptable. If Buyer elects to return such non-conforming Products, Seller shall issue a return authorization number for all non-conforming Products within 24 hours after Buyer’s request, and such non-conforming Products shall be the property of Seller. If Buyer elects to modify or adapt non-conforming Products or Work, Buyer may offset all costs incurred in performing any such modifications or adaptations against any and all amounts otherwise due to Seller or, at Buyer’s option, may bill Seller directly for such costs. Buyer may set off any liability it owes to Seller against any liability for which Buyer determines Seller is liable to Buyer.
5. **PRICE AND PAYMENT TERMS** Seller represents and warrants that the prices for Products and Work set forth on the P.O. are at least as low as the price charged by

Seller to other buyers for similar volumes of the same Products or similar Products. The P.O. will specify whether items listed therein are taxable, and Seller shall invoice Buyer accordingly. Unless specified in the P.O., Buyer shall pay for Products and Work accepted within the later of (a) 30 days after Buyer's acceptance of such Products or Work or (b) 45 days after receipt of Seller's invoice therefor. Buyer shall have no obligation to pay for any Products or Work that is rejected or as to which acceptance is revoked in accordance with Paragraph 4.

6. **WARRANTIES** Seller warrants that all Products and Work shall be free from defects in workmanship and material and fit for the purposes for which such Products or Work is intended. All Products and Work shall contain all new materials, unless expressly stated otherwise, shall strictly conform to the requirements stated in the P.O. and all other specifications furnished by Buyer, and shall conform to Seller's specifications to the extent such specifications are not superseded by more stringent specifications provided by Buyer. The foregoing warranties shall remain in effect for the greater of (a) Seller's stated warranty period provided to any of its customers; or (b) a period of four years after Buyer's acceptance of Products or Work, except that in the case of any latent defect or any defect caused or concealed by fraud or gross negligence, the warranty period shall be extended until the expiration of one year after Buyer's actual discovery of such defect. As a remedy for breach of any of the foregoing warranties, Buyer may elect, at Buyer's option, (a) the repair or replacement of non-conforming Products or Work, which shall be accomplished by Seller at no charge to Buyer in accordance with Paragraph 4; (b) modification or adaptation of the non-conforming Products or Work at Seller's expense in accordance with Paragraph 4; or (c) return of the non-conforming Products or Work to Seller and full refund to Buyer of the total purchase price paid therefor.
7. **INFRINGEMENT AND INDEMNIFICATION** In addition to the warranties set forth in Paragraph 6, Seller warrants that all Products and Work shall be delivered free of any claim that such Products or Work infringes any patent, copyright, trade secret or other intellectual property right of any third party, except insofar as such claims are based solely on Seller's literal compliance with Buyer's written specifications for such Products or Work. Seller shall indemnify, defend, and hold harmless Buyer and its representatives, officers, directors, employees, agents, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, other fees, and the costs of enforcing any right to indemnification under these Terms and Conditions and the cost of pursuing any insurance providers, (collectively, "Losses") relating to any claim of a third party alleging: breach or non-fulfillment of any representation, warranty, and any negligent or more culpable Act or omission of Indemnifying Party or its personnel (including any strict product liability, recklessness or willful misconduct) in connection with the performance of its obligations under these Terms and Conditions or the sale of any Products, including any bodily injury, death of

any person or damage to real or tangible personal property caused by any acts or omissions of Indemnifying Party or its personnel or any failure by Indemnifying Party or its personnel or the Products to comply with any applicable law or regulation. Buyer will notify Seller of any such claim and permit Seller, at Seller's sole expense, to defend or settle such claim. In the event that any Product or Work is determined to infringe any intellectual property right of any third party, Seller shall, at Buyer's option, either (a) obtain from such third party, at Seller's sole expense, the right for Buyer and Buyer's customers to continue using the infringing Products and/or Work; (b) modify Products and/or Work at Seller's sole expense so as to render them non-infringing, while maintaining substantially identical fit, form and function; or (c) refund to Buyer the total purchase price paid for all infringing Products and Work.

8. **INSURANCE** Without limiting Seller's indemnification obligations, all Work or Products provided by Seller shall be covered at all times by the following insurance: Commercial general liability insurance with limits no less than \$1 million for each occurrence and \$2 million in the aggregate, including bodily injury and property damage and products, completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Seller under this Agreement; worker's compensation with limits no less than the minimum amount required by applicable law; and a Commercial automobile liability with limits no less than \$1 million combined single limit for each occurrence involving personal injuries and/or property damage. Seller shall ensure that all insurance policies required are issued by insurance companies reasonably acceptable to Buyer; provide that such insurance carriers give Buyer at least 30 days prior notice of cancellation or non-renewal of policy coverage, provided that, prior to such cancellation, Seller has new insurance policies in place that meet the requirements of this paragraph; provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Seller shall be excess and non-contributory; name Buyer and all affiliated entities, and successors and permitted assigns, as additional insured by endorsement; and waive any right of subrogation of the insurers, by endorsement, against Buyer or any of its affiliates. Seller shall provide Buyer with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this paragraph prior to any transaction and shall not do anything to invalidate such insurance.
9. **PATENT AND DATA RIGHTS** Seller agrees to promptly disclose to Buyer, and upon request to assign to Buyer, each invention conceived or first actually reduced to practice during the performance of the Agreement. Seller hereby grants to Buyer a royalty-free, non-exclusive, unrestricted, irrevocable, worldwide license to use, duplicate or disclose for any purpose whatsoever and to authorize others to do so all data and information (including but not limited to writings, recordings, pictorial reproductions, drawings, computer programs, other graphic representations and works of any similar nature) arising from or in connection with Product or Work.

10. CONFIDENTIALITY; PUBLICITY

- a) As used in this Terms and Conditions, "Confidential Information" means any information about the Buyer's business affairs, goods and services, the terms of the Agreement or any P.O. or invoice delivered pursuant hereto, confidential information and materials comprising or relating to intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information that is marked, designated or otherwise identified as "confidential" at the time of or within a reasonable period of time after the disclosure thereof to Seller; provided, however, that, notwithstanding the foregoing, "Confidential Information" does not include information that at the time of disclosure and as established by contemporaneous documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Paragraph 10 by Seller; (b) is or becomes available to Seller on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Seller prior to being disclosed by or on behalf of Buyer; (d) was or is independently developed by Seller without reference to or use of, in whole or in part, any of the Buyer's Confidential Information; (e) has been approved for public release by a written authorization by Buyer; or (f) is required to be disclosed pursuant to applicable laws.
- b) Except as authorized under this section, Seller shall not disclose to any person (including but not limited to any company affiliated with Seller and any consultant or independent contractor of Seller), reproduce or use any Confidential Information furnished by Buyer under the Agreement (whether or not marked as confidential or proprietary). At Buyer's request or at termination of Agreement, Seller shall return all Confidential Information to Buyer. Seller shall not issue any news release, advertisement, publicity or promotional material regarding the Agreement or Seller's relationship with Buyer without Buyer's prior written consent. The provisions of this Section 10 shall survive the termination or cancellation of any or all P.O.'s under the Agreement.
- c) Seller agrees to not disclose any Confidential Information emanating from or belonging to Buyer to any persons unless such disclosure is specifically authorized in writing by the Buyer. Notwithstanding the above, Seller may disclose Confidential Information to those who specifically need to know such Confidential Information for the purpose of discharging the Seller's obligations under the Agreement (Permitted Disclosee). Seller agrees to notify Buyer of the names of the Permitted Disclosee prior to disclosing Confidential Information. Seller shall ensure that every Permitted Disclosee is made aware of and complies with all applicable obligations of confidentiality under this Agreement as if the Permitted Disclosee were a party hereto.
- d) Seller shall keep the Confidential Information emanating from or belonging to Buyer and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party. Seller shall be responsible for any unauthorized disclosures or use of Buyer's Confidential Information made by any

of party to whom it disclosed the Confidential Information and shall take all reasonable precautions to prevent such disclosure.

- e) Notwithstanding the foregoing, Seller may disclose Confidential Information to another person if the disclosure is required by applicable law, provided that, so far as it is lawful and practical to do so prior to such disclosure, Seller shall (a) promptly notify Buyer of such disclosure requirement with a view to providing Buyer with the opportunity to agree on the timing and content of such disclosure or to seek an injunction preventing such disclosure or otherwise; and (b) take all reasonable action to avoid and limit such disclosure.

11. CHANGES Buyer may at any time instruct Seller to make changes within the general scope of the Agreement in any of the following: (a) Buyer's drawings, designs, or specifications furnished to Seller; (b) Seller's method of shipment or packing; (c) quantities of Products ordered; (d) place of delivery; and/or (e) delivery schedule. If any such change causes an increase or decrease in the cost of, or time required for, performance under the Agreement, Seller shall have 30 days to request adjustments in the price and/or delivery schedule for Products or Work directly affected by Buyer's changes. To the extent that Buyer agrees to such adjustments, Buyer will revise the P.O. accordingly. Any request by Seller for adjustments under this Paragraph 11 shall be deemed waived if not asserted within such 30-day period, and failure to agree to an adjustment shall not excuse Seller from performing in accordance with the revised P.O. In the event that Seller makes changes in its design, manufacturing process or specifications that affect Products or Work, even if such changes do not materially alter the form, fit or function of such Products or Work, Seller shall inform Buyer of such changes not less than 30 days before the Due Date in the P.O. specified for such Products or Work.

12. REPRESENTATIONS By acceptance of Buyer's P.O., Seller is certifying that Seller is in full compliance with the Fair Labor Standards Act of 1938, as amended, regulations issued thereunder, and all other applicable federal, state and local laws and regulations. Upon request, Seller shall furnish Buyer with satisfactory evidence of its compliance with the representations in this Paragraph 12. Specifically, Seller certifies that the products and any materials incorporated into its Products comply with any applicable laws regarding slavery and human trafficking of the country or countries in which Seller is doing business. Sellers must not support, promote or engage in the practice of slavery or human trafficking. Sellers are further expected to take reasonable and necessary steps to help ensure that their subcontractors and sub-suppliers conduct business in compliance with the Glidewell Supplier Code of Conduct. Sellers are expected to promptly take corrective action to address any deficiencies identified with respect to compliance with the Glidewell Supplier Code of Conduct.

13. PRODUCT SPECIFICATION CHANGES Seller shall notify Buyer in advance and in writing of any proposed change in the following aspects of the Products or their components: design, material, composition or source of any raw material; method of producing,

processing or testing; change in subcontractors for producing, processing or testing; site of manufacture; labeling; and/or substantial change to any quality control system. No such change shall be made without Company's prior written consent. Seller shall provide product to Buyer's print specifications, if any.

14. TERMINATION; CANCELLATION Unless otherwise provided in a separate written agreement executed by Seller and Buyer, Buyer may terminate any P.O. or any portion thereof upon giving notice to Seller of such termination not less than two business days prior to the earliest applicable Due Date set forth in the original P.O., and Buyer will revise or revoke the P.O. accordingly. Within ten business days after receiving notice of such termination, Seller shall advise Buyer in writing of any cancellation charges it desires to impose as a direct result of such termination. To the extent such charges are deemed reasonable in Buyer's sole discretion, Buyer will pay such cancellation charges within 45 days after the date of Seller's written request. Notwithstanding the foregoing, Buyer may cancel any P.O. or portion thereof without charge at any time upon notice to Seller if: (a) Seller fails to timely perform any of its obligations under the Agreement and such failure is not cured within five days after written notice of such failure is delivered to Seller; or (b) there is or comes to be any material misstatement or omission in the Product specifications submitted to Buyer by Seller (if any) or in any of Seller's representations in these Terms and Conditions.

15. ASSIGNMENT Seller shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Buyer, and any assignment in violation of this provision shall be null and void. Notwithstanding the foregoing, Seller may assign claims for monies due or to become due under the Agreement without Buyer's consent provided that: (a) Seller promptly furnishes Buyer with two signed copies of all documentation evidencing such assignment; and (b) payment to any assignee shall be subject to setoff or recoupment of any present or future claim(s) that Buyer may have against Seller. Regardless of any such assignment, Buyer shall continue to deal directly with Seller with respect to all matters other than payment of monies due under the Agreement.

16. ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY.

- a) **Scope:** This arbitration agreement is intended to be given the broadest interpretation. Subject to Subparagraph (e) (Exceptions), Buyer and Seller agree that any and all disputes arising out of or relating to the Products, Work or Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal grounds, and including the interpretation and scope of this arbitration agreement (each a "Claim" and collectively "Claims"), will be resolved via mandatory binding (not class) arbitration. This arbitration agreement will survive termination of the Agreement.

- b) **Notice; Process:** Before filing a Claim against Buyer in any forum, Seller agrees to first attempt to resolve the dispute informally by notifying Buyer of Seller's Claim by sending an email to privacy@glidewell.com with the subject line "**Dispute Notice.**" The notice must specifically describe the nature of the dispute and the relief sought. Seller will give Buyer 60 days from the date Buyer receives the notice to try to resolve the dispute. If the dispute is not resolved after 60 days, either party may seek relief as stipulated in this arbitration agreement.
- c) **Dispute Resolution and Arbitration:** The Buyer and Seller agree that any and all disputes, claims, or controversies between Buyer and Seller arising in connection with or in any way relating to the relationship between Buyer and Seller, including the scope of this arbitration agreement, will be determined by mandatory binding individual (not class) arbitration. The parties agree that the arbitration will be conducted in accordance with the rules of the American Arbitration Association's ("AAA") rules for commercial arbitration in effect at the time, and the arbitration will be conducted in Orange County, California. Should the AAA decline to administer the arbitration or otherwise be unable to administer the arbitration for any reason, Seller agrees that Buyer shall select an alternative arbitration forum, and that Seller will agree in writing to administration of the arbitration by the alternative arbitration forum selected by Buyer. Cost of arbitration will be split equally by the parties, and each party shall pay its own attorney fees, except that the prevailing party will be entitled to recover its reasonable attorney fees from the other party. The parties agree to execute any further documents and take any necessary actions to initiate arbitration consistent with this section.
- d) **Arbitration Award:** The arbitrator will have the power to grant declaratory or injunctive relief, whether interim or final, only in favor of Seller individually and only to the extent necessary to provide relief warranted by Seller's individual Claim, and any provisional measures ordered by the arbitrator may be enforced by any court of competent jurisdiction. Judgment on any arbitration award may be entered in any court having proper jurisdiction.
- The arbitrator will have the power to grant declaratory or injunctive relief, whether interim or final, only in favor of Seller individually and only to the extent necessary to provide relief warranted by Seller's individual claim without affecting other Sellers, and any provisional measures ordered by the arbitrator may be enforced by any court of competent jurisdiction. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. Nothing in this agreement will prevent Seller from seeking public injunctive relief separately from arbitration in court pursuant to this agreement, and any such application will not be deemed incompatible with the agreement to arbitrate or as a waiver of the right to arbitrate Seller's individual claims. Seller and Buyer agree that any proceedings seeking a remedy of public injunctive relief will proceed after the arbitration of all arbitrable Claims, remedies, or causes of action, and any such action in court will be stayed pending the outcome of the arbitration pursuant to section 3 of the US Federal Arbitration Act.

- e) **Exceptions:** Seller and Buyer each agree that the following causes of action and/or claims for relief are exceptions to the disputes covered by the arbitration agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as outlined in this arbitration agreement): (i) any claim in small claims court for disputes or claims within that court's jurisdiction; (ii) any claim or cause of action alleging actual or threatened regarding the infringement, protection or validity of Seller, Buyer, or either licensors' intellectual property, trade secrets or copyright, trademark or patent rights; (iii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); and (iv) a request for the remedy of public injunctive relief, where such remedies are permitted and cannot be waived by applicable law. Any such disputes not subject to arbitration will be resolved exclusively in the federal or state courts of Orange County, California. If any judicial proceeding is brought elsewhere, it shall be transferred to a court located in Orange County, California. Both you and Glidewell consent to venue and personal jurisdiction there.
- f) **Class Action Waiver:** SELLER AND BUYER BOTH AGREE TO GIVE UP THE RIGHT TO A JURY TRIAL. SELLER AND BUYER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. Unless Seller and Buyer agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding, consolidated action or private attorney general action. If this specific provision, known as the "Class Action Waiver," is found to be unenforceable, then the entirety of this arbitration agreement shall be null and void except Subparagraph (b) (Notice; Process), which shall remain in full force and effect.
- Upon motion of one or more interested parties, the arbitrator shall coordinate more than one arbitration proceeding initiated under this arbitration agreement, to the extent it is determined that such coordination will promote efficiency in discovery and avoid inconsistent legal rulings. However, the arbitrator shall have no power or authority to preside over, certify, adjudicate, or determine any form of class or collective action and further shall have no power or authority to consolidate or join any claim or dispute between any other party and us with your claim. All parties will retain the right to request an individualized hearing.

17. Limitation of Liability UNDER NO CIRCUMSTANCES WILL BUYER BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL SELLER'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THE

AGREEMENT REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEEDS THE SUM OF ONE HUNDRED US DOLLARS (\$100).

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

18. **EQUAL OPPORTUNITY** The Agreement is subject to Executive Order 11246 and Labor Department Order No. 4, including revision of December 4, 1971, OFCCP Order NO. 14, January 14, 1972, section 503 of the Rehabilitation's Act of 1973, sections 402 of the Vietnam Era Veterans Readjustment and Assistance Act of 1974, the Americans with Disabilities Act of 1990, and all rules and regulations promulgated pursuant thereto, as any of such laws or regulations may be amended at any time, all of which are incorporated herein by this reference.
19. **MISCELLANEOUS PROVISIONS** No addition or modification of the Agreement shall be effective unless made in writing and signed by the authorized representatives of Seller and Buyer. Any delay or failure to enforce at any time any provision of the Agreement shall not constitute a waiver of the right thereafter to enforce each and every provision thereof. If any of the provisions of the Agreement, other than the prohibition on bringing class or collective actions, is determined to be invalid, illegal or otherwise unenforceable, the remaining provisions shall continue in full force and effect. The rights and remedies expressly provided to Buyer herein are not exclusive, but are cumulative and in addition to any other rights and remedies available at law or in equity.
20. **CORRESPONDENCE** Seller shall place Buyer's applicable P.O. number on all notices, correspondence, invoices, packing slips and packages pertaining thereto. All written correspondence other than invoices shall be sent to the attention of the persons identified as the "buyer" on the P.O. and shall be addressed to the Bill to address on the P.O. All invoices shall be sent to the attention of the Accounts Payable Department. If required by Buyer, Seller will provide written order acknowledgments.