



RECORDS USE AUTHORIZATION

The undersigned hereby agrees and consents as follows:

1. _____ (“University”) and (“Doctor”), hereby grant to Align Technology, Inc., its representatives, successors, assigns, agents, and subsidiary companies (“Align”), permission to use submissions of patient photographs with blocked out eyes, radiographs, and other dental records, which may include prescription and/or other treatment forms, ClinCheck images, detailed case reports, and/or digital study models (“Records”) of my patients for various uses which include (i) educational and training purposes, (ii) in marketing and sales promotions and (iii) clinical and research programs, regardless of media, including but not limited to print and online advertising (“Invisalign Program(s)"). In this Records Use Authorization, the University and Doctor shall collectively be referred to as, “Institution”.
2. Institution warrants and represents that if use of the Records is likely to result in disclosure of any person’s “individually identifiable health information” as defined by the Health Insurance Portability and Accountability Act (“HIPAA”), it has obtained appropriate written authorization of said individual.
3. INSTITUTION ACKNOWLEDGES THAT RECORDS SUBMITTED MAY BE USED BY ALIGN FOR THE PURPOSE SET FORTH ABOVE, AND INSTITUTION MAY, AS APPLICABLE, RECEIVE COMPENSATION FOR SUCH USE. INSTITUTION WILL NOT, NOR SHALL ANYONE ON INSTITUTION’S BEHALF HAVE OTHER CLAIM(S) OF COMPENSATION, RIGHT OF APPROVAL, OR SEEK OR OBTAIN LEGAL, EQUITABLE OR MONETARY DAMAGES OR REMEDIES ARISING OUT OF ANY USE OF THE RECORDS THAT COMPLY WITH THIS RECORDS USE AUTHORIZATION. INSTITUTION SHALL BE COMPENSATED \$300 BY ALIGN FOR STUDY MODELS SUBMITTED IN CONNECTION WITH THE INVISALIGN PROGRAMS.
4. It is expressly agreed that Align shall have a worldwide, royalty-free, and perpetual right to copy, distribute, prepare derivative works from, and publicly perform, show, and/or display the Records or any portion or version thereof.
5. ON BEHALF OF INSTITUTION AND EACH OF ITS DOCTORS, SUCCESSORS, ASSIGNS, HEIRS, BENEFICIARIES, AND ALL OTHERS CLAIMING BY, UNDER, OR THROUGH INSTITUTION, HEREBY RELEASES, COVENANTS NOT TO SUE, ACQUITS, AND FOREVER DISCHARGES ALIGN, ITS OFFICERS, DIRECTORS, STOCKHOLDERS, ATTORNEYS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS, FOR ANY AND ALL LIABILITY AND ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, OR CONTROVERSIES, WHETHER KNOWN OR UNKNOWN, WHICH IT NOW HAS, OR MAY HEREAFTER HAVE, WHICH ARISE FROM OR RELATE OR PERTAIN, IN WHOLE OR IN PART, IN ANY MANNER TO THE RECORDS, SPECIFICALLY INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, CONTROVERSIES OR CAUSES OF ACTION BASED IN WHOLE OR IN PART ON ANY RIGHTS OF PUBLICITY, INVASIONS OF PRIVACY, PORTRAYALS IN A FALSE LIGHT, DEFAMATION, COPYRIGHT, MORAL RIGHTS, MENTAL DISTRESS, AND ANY OTHER LIABILITY, WHETHER SIMILAR OR DISSIMILAR TO ANY OF THE FOREGOING. ALIGN IS PERMITTED, ALTHOUGH NOT OBLIGATED, TO INCLUDE INSTITUTION’S NAME AS A CREDIT IN CONNECTION WITH THE RECORDS. ALIGN IS NOT OBLIGATED TO UTILIZE ANY OF THE RIGHTS GRANTED IN THIS RECORDS USE AUTHORIZATION.
6. A faxed or photocopy of this release shall be considered as effective and valid as an original.
7. Institution understands that these Records submitted to Align will not be returned.
8. Institution has read, understands and agrees to the terms set forth in this Records Use Authorization:

Doctor:

University

Signature Date

Signature Date

Print Name

Print Name

Address

Address

City/State/Zip Code

City/State/Zip Code