

## **DENTSPLY SIRONA CLINICAL ACCELERATOR – ADVANCED TRAINING KITS**

### **PROGRAM TERMS AND CONDITIONS**

These Clinical Accelerator – Advanced Training Kits Program (“**Program**”) Terms and Conditions supplement any terms of sale you have entered into with DENTSPLY SIRONA Inc. or one of its subsidiaries (collectively, “**DENTSPLY SIRONA**”) that govern the use of the DENTSPLY SIRONA products and services you purchased.

Participation in the Program is subject to your compliance with these Program Terms and Conditions. DENTSPLY SIRONA MAY LIMIT, SUSPEND, OR TERMINATE YOUR ABILITY TO PARTICIPATE IN THE PROGRAM IN ITS SOLE AND ABSOLUTE DISCRETION, AND MAY CHANGE, SUSPEND, OR CANCEL ANY PORTION OF THE PROGRAM, AT ANY TIME WITH OR WITHOUT PRIOR NOTICE TO YOU.

**1. Participation.** The Program is offered by DENTSPLY SIRONA to dental offices located within the U.S.A., which purchase: (a) a combination of a DENTSPLY SIRONA Capital Equipment (at or above DENTSPLY SIRONA’s manufacturer advertised price) and a Clinical Accelerator – Advanced Training Kit, or (b) a Clinical Accelerator – Advanced Training Kit independent of a Capital Equipment purchase. Sorry, the Program is not available to Dental Service Organizations/DSOs, group purchasing or support organizations, government, institutional, university, or other school accounts.

**2. Program Term.** The Program shall commence on February 20, 2020. The Program shall terminate on December 31, 2022, unless extended or earlier terminated by DENTSPLY SIRONA in accordance with these Program Terms and Conditions. In the event that DENTSPLY SIRONA elects to terminate the Program, DENTSPLY SIRONA will provide notice of termination of the Program to participants via the email address provided to DENTSPLY SIRONA at the time of purchase, and – in DENTSPLY SIRONA’s sole discretion, in other official communication media and channels reasonably calculated to reach affected participants.

**3. Clinical Accelerator Options.** DENTSPLY SIRONA is offering four (4) types of Clinical Accelerator – Advanced Training Kits for purchase as part of the Program: Restorative, Endodontic, Orthodontic, and Implants. These kits include educational vouchers (as described below), as well as up to a maximum of \$2,500 in DENTSPLY SIRONA Consumable products (outlined below and based on specific practice area selected). DENTSPLY SIRONA reserves the right to amend the Program offerings at its sole discretion, at any time.

**4. Qualifying Capital Equipment Purchases.** Purchases of the following DENTSPLY SIRONA equipment after February 20, 2020, through a DENTSPLY SIRONA authorized U.S. dealer or distributor (“**Distributor**”), in new condition at or above DENTSPLY SIRONA’s manufacturer advertised price, constitute a qualifying capital equipment purchase for eligibility purposes (the “**Capital Equipment**”):

#### **CATEGORY**

CAD/CAM Equipment

#### **QUALIFYING EQUIPMENT**

PRIMESCAN AC (CEREC and DI)

OMNICAM AC (CEREC and DI)

CEREC PRIMEMILL

FULL CAD/CAM SYSTEM (PRIMESCAN AC CEREC & PRIME MILL)

CEREC MCX

Extra Oral Imaging

ORTHOPHOS S11i

ORTHOPHOS SL 3D-Ai

ORTHOPHOS SL DCS Upgrade to ORTHOPHOS SL 3D-Ai

ORTHOPHOS SL DCS Upgrade to ORTHOPHOS 11i

*\*\*Please note, purchases from dealers or distributors outside of the U.S. do not qualify for the Program. Purchases of demo or refurbished units do not qualify for a Clinical Accelerator. Please contact DENTSPLY SIRONA for a full list of authorized U.S. Distributors. DENTSPLY SIRONA reserves the right to modify the list of qualifying Capital Equipment at its sole discretion. Please contact your DENTSPLY SIRONA Sales Representative with any questions about which products and equipment qualify.*

**5. Education Vouchers.** Upon the purchase of a Clinical Accelerator – Advanced Training Kit (either individually or in combination with Capital Equipment), purchasers will receive *via email* vouchers for educational workshops to be redeemed with CDOCS.com. Purchasers are responsible for ensuring its contact information on file with DENTSPLY SIRONA is correct, so as to facilitate issuance of education vouchers in a timely and accurate manner. DENTSPLY SIRONA is not liable for lost or stolen education vouchers payments issued hereunder.

Subject to the terms and conditions set forth on such education vouchers, the vouchers can be exchanged for either: two (2) two (2) day Hands-On Workshops offered by CDOCS; or one (1) three (3) day course offered by CDOCS. For workshop listings at CDOCS, see <https://www.cdocr.com/campus-learning>. Participants may elect to attend a workshop outside of the specific practice area they purchased (e.g., purchased a “Resto” Clinical Accelerator – Advanced Training Kit and opt to attend an Endodontics focused workshop). Education vouchers must be presented at the time of course registration to be applied to a specific course or workshop. Education voucher redemption does not guarantee availability of a specific course date or location, and all enrollments are subject to availability. Education vouchers can be used within twenty-four (24) months from date of issue. Such education vouchers are

not exchangeable for cash and are non-refundable. No reissue or reimbursement will be offered for any lost or void education voucher. Education vouchers may not be resold. Education vouchers may be transferred only to qualified individuals practicing within the same practice or organization as the individual/entity who purchased the education vouchers. Cancellation or non-attendance at a course or workshop by a registered participant due to illness or for personal or professional reasons does not entitle the participant to a refund or a transfer of registration. Kindly note that if any alternatives are offered, additional charges may apply.

**6. Consumables.** Upon the purchase of a Clinical Accelerator – Advanced Training Kit (either individually or in combination with Capital Equipment), purchasers will receive DENTSPLY SIRONA Consumables, which correspond to the practice area selected (e.g., Restorative, Orthodontics, Endodontics, Implants).

- Where the purchaser elects the **Restorative** practice area, the purchasers will receive a pre-selected combination of DENTSPLY SIRONA's consumables for use in the Restorative practice area. The combination of goods featured in such order shall be at DENTSPLY SIRONA's discretion and may change depending on availability. Such goods will be shipped directly from DENTSPLY SIRONA'S warehouse in Lancaster, Pennsylvania not later than ninety (90) days from the purchase date of the Clinical Accelerator – Advanced Training Kit without additional charge to the purchaser.
- Where the purchaser elects the **Endodontic** practice area, the purchaser will be entitled to place a one (1) time order of endodontic-related consumables equal to or less than \$2,500 **at the time of purchase of the Clinical Accelerator**. In the event that the purchaser wishes to place an order in excess of \$2,500 – the purchaser will be charged the difference between the total order and the \$2,500 credit. Where the purchaser elects to purchase less than \$2,500 – the purchaser shall forfeit the difference between \$2,500 and the order placed.
- Where the purchaser elects the **Implant** practice area, the purchaser will be entitled to place a one (1) time order of certain implant-related consumables equal to or less than \$2,500 **at the time of purchase of the Clinical Accelerator**. In the event that the purchaser wishes to place an order in excess of \$2,500 – the purchaser will be charged the difference between the total order and the \$2,500 credit. Where the purchaser elects to purchase less than \$2,500 – the purchaser shall forfeit the difference between \$2,500 and the order placed. Purchaser may use the implant credit towards the purchase of an Azento® Start-Up Kit but (i) may not use the credit as Azento case credit, and (ii) will be responsible for the difference in price between the Start-Up Kit and credit (currently a \$795 difference). Sorry, none of MIS Implant products, Simplant and/or Atlantis Customized Patient-Specific abutments may be purchased with this Implant consumables credit.
- Where the purchaser elects the **Orthodontic** practice area, the purchaser will be able to choose to receive either (i) a SureSmile starter kit, or (ii) a \$2,500 SureSmile® case credit. Where the purchaser elects to receive the case credit, such credit shall be good for a period of six (6) months from the purchase date of the Clinical Accelerator – Advanced Training Kit. Prior to issuance of such credit, the purchaser must have a SureSmile account and have purchased a SureSmile starter kit for use in purchaser's practice. If a purchaser has not established a SureSmile account or has not purchased a SureSmile starter kit at the time of the Clinical Accelerator – Advanced Training Kit purchase, the purchaser must complete the account set up and starter kit purchase prior to the case credit being issued.

**7. CDOCS.COM Membership.** As part of the purchase of a Clinical Accelerator – Advanced Training Kit (either individually or as part of a new equipment purchase), the purchaser will receive a one (1) year premium membership to CDOCS.com. In the event that a purchase acquires two (2) or more Clinical Accelerator – Advanced Training Kits in a single year (either through qualifying new equipment purchases or purchased individually), the purchaser will receive two (2) years of premium membership to CDOCS.com (to be used successively for CDOCS.com). If a customer already has a premium membership credit on CDOCS.com, the membership credit purchased as part of the Clinical Accelerator – Advanced Training Kit can be applied towards an upper-tier membership on CDOCS.com. In the event a purchaser of a Clinical Accelerator – Advanced Training Kit purchases an additional Clinical Accelerator – Advanced Training Kit in a subsequent calendar year, such purchaser's CDOCS.com subscription may be extended by virtue of the subsequent kit purchase. Purchasers remain free to upgrade their CDOCS.com memberships obtained through the purchase of a Clinical Accelerator – Advanced Training Kit, subject to the terms and conditions of CDOCS.com (available at <https://www.cdcs.com/legal/user-agreement>).

**8. Product Returns.** In the event of a return of Capital Equipment purchased in combination with a Clinical Accelerator – Advanced Training Kit, the purchaser will receive a refund only of the amount attributable to the Capital Equipment (and not the \$7,500 value of the Clinical Accelerator – Advanced Training Kit). Sorry, no returns of Clinical Accelerator – Advanced Training Kits or the consumables contained therein will be permitted.

**9. Additional Terms.** DENTSPLY SIRONA reserves the right to prohibit the application of the Program in combination with other discounts and/or promotions. Conversely, DENTSPLY SIRONA may, from time to time, provide promotional opportunities present by either DENTSPLY SIRONA or a Distributor ("**Promotional Opportunities**"). These Promotional Opportunities may either be hosted on the Program website or hosted on an alternative website and may either be related or unrelated to the Program. All such Promotional Opportunities will be subject to their respectively stated terms, conditions and means of participation and, to the extent they are hosted on non-Program websites, those websites' terms and conditions.

Federal, state or local law may require the disclosure by the participant of discounts, rebates, or other reductions in price received, directly or indirectly, pursuant to this program, in claims, charges, or reports made to federal healthcare programs, including Medicare and Medicaid. The participant hereby acknowledges this obligation and warrants and represents that it will properly report and disclose,

and appropriately reflect all reduction in price received and all amounts paid hereunder to the extent required by applicable state and federal laws and regulations, including the Physician Payments Transparency Requirements of the Patient Protection and Affordable Care Act of 2010, 42 U.S.C. 1320a-7h, and implementing regulations, and the discount "safe harbor" regulations, published at 42 C.F.R. Section 101.952(h).

DENTSPLY SIRONA reserves the right, in its sole and absolute discretion, to investigate, invalidate, and revoke any educational vouchers we deem to have been issued in error, or as the result of any actual or suspected fraudulent or dishonest activity or as the result of any participant conduct in violation of these Terms and Conditions.

**10. Privacy/Communications.** By participating in the Program, participants agree to receive e-mail, phone, and/or mail communications from DENTSPLY SIRONA regarding the Program, including without limitation, communications regarding the Program, as well as opportunities relating to the Program. Participants expressly acknowledge and agree that DENTSPLY SIRONA is permitted to receive from, and share with, purchasing information and account information to its Distributors and to CDOCS.com for the purpose of facilitating and promoting the Program and any of the products/offering contained within the Clinical Accelerator – Advanced Training Kit offering.

Participants in the Program understand and agree that in order to offer the Program, DENTSPLY SIRONA may collect and use personally identifiable information about the Participant. DENTSPLY SIRONA may use such personally identifiable information for administering your participation in the Program, as well as marketing, promotional, and information purposes and share it with CDOCS.com, DENTSPLY SIRONA's Distributors, and their marketing and service suppliers for such purposes. This Program is administered under the terms of the DENTSPLY SIRONA's Privacy Policy (available at <https://www.dentsplysirona.com/en/legal/privacy-policy.html>).

**11. Program Termination/Modification.** DENTSPLY SIRONA RESERVES THE RIGHT TO MODIFY AND/OR TERMINATE THE PROGRAM AND/OR MODIFY ALL OR ANY PORTION OF THESE TERMS AND CONDITIONS OR ANY POLICY PERTAINING TO THE PROGRAM AT ANY TIME AND IN OUR SOLE DISCRETION, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO DISCONTINUE OR CHANGE ANY PROGRAM BENEFITS RECEIVED THROUGH THE PROGRAM, OR MERGE THE PROGRAM WITH ANOTHER PROGRAM. IF WE MAKE CHANGES, WE WILL POST THE AMENDED PROGRAM TERMS AND CONDITIONS TO OUR WEBSITE AT AND UPDATE THE "EFFECTIVE DATE" SET FORTH HEREIN. WE MAY ALSO ATTEMPT TO NOTIFY YOU IN OTHER WAYS. UNLESS WE SAY OTHERWISE, THE AMENDED PROGRAM TERMS AND CONDITIONS WILL BE EFFECTIVE IMMEDIATELY AND YOUR CONTINUED PARTICIPATION IN THE PROGRAM AFTER THE AMENDED PROGRAM TERMS AND CONDITIONS ARE POSTED WILL CONFIRM YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO THE AMENDED PROGRAM TERMS AND CONDITIONS, YOU MUST OPT OUT OF THE PROGRAM BY CONTACTING DENTSPLY SIRONA AT [UNITEDSTATES-LOYALTYPROGRAM@DENTSPLYSIRONA.COM](mailto:UNITEDSTATES-LOYALTYPROGRAM@DENTSPLYSIRONA.COM). ATTN: CLINICAL ACCELERATOR PROGRAM. YOU AGREE THAT DENTSPLY SIRONA WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION, OR TERMINATION OF THE PROGRAM AND YOU AGREE TO BE BOUND BY ALL DECISIONS OF DENTSPLY SIRONA REGARDING THE INTERPRETATION OF THESE TERMS AND CONDITIONS.

**12. Dispute Resolution.** Any disputes related to these Program Terms and Conditions and the subject matter herein must be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its applicable Commercial Arbitration Rules. Participant agrees that all claims may only be brought in participant's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Unless participant and DENTSPLY SIRONA agree otherwise, the arbitrator may not consolidate more than one participant's claim and may not otherwise preside over any form of a representative or class proceeding. The Arbitrator appointed by the AAA will have the exclusive authority to resolve any challenge or dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement. All claims must be brought within one year of the termination of the Program. DENTSPLY SIRONA is engaged in interstate commerce and this arbitration provision is subject to the Federal Arbitration Act, 9 U.S.C. Sections 1-14 as amended from time to time. Each participant and DENTSPLY SIRONA acknowledge and agree that all issues and questions concerning the construction, validity, interpretation, and enforceability of the Program Terms and Conditions, or the rights and obligations of each the participants and DENTSPLY SIRONA in connection with the Program, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard for conflict of law doctrine of any jurisdiction. Participants and DENTSPLY SIRONA acknowledge and agree that the remedy for any claim hereunder is limited to actual damages, and in no event will any party be entitled to recover punitive, exemplary, consequential or incidental damages or have damages multiplied or otherwise increased, including attorneys' fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

**13. Miscellaneous.** If any provision of these Program Terms and Conditions is, for any reason, held to be invalid or unenforceable, the other provisions of these Program Terms and Conditions will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of these Program Terms and Conditions on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. You may not assign or transfer these Program Terms and Conditions, or its rights or obligations herein, in whole or in part without the written consent of DENTSPLY SIRONA. DENTSPLY SIRONA may freely assign or transfer these Program Terms and Conditions. Any assignment or transfer in violation of the foregoing is void. These Program Terms and Conditions are the final, complete and exclusive Program Terms and Conditions between you and DENTSPLY SIRONA with respect to the subject matters hereof and supersedes and merges any discussions between you and DENTSPLY SIRONA with respect to such subject matters.

Participants understands and agree that, to the extent permitted by law, in no event shall DENTSPLY SIRONA, its directors, officers, employees or agents be liable for any claimed or actual damages or losses of any kind, however caused and regardless of the theory of liability, related in any way to this Program, even if DENTSPLY SIRONA has been advised of the possibility of such damages or losses. To the extent permitted by law, participants assume all risks associated with this Program, including without limitation, all risks associated with purchase, installation and maintenance of Capital Equipment subject to this Program, as well as participation in any educational workshop purchased as part of the educational vouchers. Participant releases and holds harmless DENTSPLY SIRONA, its directors, officers, employees and agents from any and all claims for damage, death or injury to any persons or property arising in any way from this Program, including the installation and maintenance of Capital Equipment, associated parts and consumables, and educational workshops/courses subject to this Program, other than those caused by the willful or gross negligent acts or omissions of DENTSPLY SIRONA.

**14. Questions.** Questions pertaining to the Program should be directed to a DENTSPLY SIRONA field sales representative or to [unitedstates-loyaltyprogram@dentsplysirona.com](mailto:unitedstates-loyaltyprogram@dentsplysirona.com), ATTN: Clinical Accelerator Program. DENTSPLY SIRONA can be contacted at 13320-B Ballantyne Corporate Place, Charlotte, NC 28277.