

Appendix 3: International Data Transfer and Additional Jurisdiction Specific Terms

Where applicable, the following jurisdiction-specific and international data transfer clauses are incorporated as Appendix 3 to the DS Core Controller to Processor Data Processing Addendum ("DPA").

Section I: Transfer of Customer Personal Data

1. Transfer of Customer Personal Data to Countries outside of EU/EEA or Switzerland

- 1.1.** To the extent the Processing involves a Transfer of Customer Personal Data subject to cross-border data transfer restriction under Applicable European Data Protection Law, such Transfers are subject to (i) Dentsply Sirona MULTIPARTY DATA TRANSFER AND PROCESSING AGREEMENT; and (ii) Module 2 of the EU Standard Contractual Clauses (Controller to Processor) attached in **Exhibit A** with the restrictions prescribed in 1.3 below.
- 1.2.** To the extent applicable with regard to the Processing of Swiss Customer Personal Data, the Parties wish to clarify that (1) references to EU Member States in the EU Standard Contractual Clauses in place in accordance with 1.1 above shall not be interpreted in such a way that data subjects in Switzerland are excluded from exercising their rights at their habitual residence in Switzerland, and (2) the Swiss Regulator is the competent authority for the purposes of the Data Processing Agreement.
- 1.3.** Dentsply Sirona ("data importer") and Customer ("data exporter") with effect from the commencement of the relevant transfer hereby enter the EU Standard Contractual Clauses in respect of such transfer. Module 2 of the EU Standard Contractual Clauses shall apply between DS and Customer, and:

a) Clause 7 –	1.1 Docking clause of the EU Standard Contractual Clauses shall not apply;
b) Clause 9 –	1.2 Use of sub-processors of the EU Standard Contractual Clauses "Option 2" shall apply and the "time period" shall be 30 days;
c) Clause 11(a) –	1.3 Redress of the EU Standard Contractual Clauses, the optional language shall not apply;
d) Clause 13(a) –	1.4 The supervisory authority with responsibility for ensuring compliance by the data exporter with the GDPR as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority;
e) Clause 17 –	1.5 Governing law of the EU Standard

	Contractual Clauses “Option 1” shall apply and the “Member State” shall be Republic of Ireland;
f) Clause 18 –	1.6 Choice of forum and jurisdiction of the EU Standard Contractual Clauses the Member State shall be Republic of Ireland;
g) Annex 1 of the EU Standard Contractual Clauses	1.7 Shall be deemed to be pre-populated with the relevant sections of the agreement which contain a description of the data processing;
h) Annex 2 of the EU Standard Contractual Clauses	1.8 Shall be deemed to be pre-populated with the relevant sections of the agreement and/or www.dentsplysirona.com/toms
i) Annex 3 of the EU Standard Contractual Clauses	1.9 Shall be deemed to be pre-populated with the list of any Sub-Processors authorized in the agreement or as set forth at www.dentsplysirona.com/subprocessors

2. Transfer of Customer Personal Data to Countries outside of the United Kingdom

2.1. In respect of any UK Restricted Transfer, Dentsply Sirona (“**data importer**”) and Customer (“**data exporter**”), with effect from the date of the relevant transfer, enter into the UK Addendum in respect of such transfer and the following options shall apply in respect of the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses Module 2 in Exhibit B.

2.1.1. Table 1, Part 1 of the UK Addendum shall be populated with the details of the parties as set out in the agreement;

2.1.2. Table 2, Part 1 of the UK Addendum shall be populated as described in the EU Module 2 section above;

2.1.3. Table 3, Part 1 of the UK Addendum shall be populated as follows: Annex 1 shall be deemed to be pre-populated as follows:

A. List of Parties	Data exporter: Name: Customer (as set out in the agreement) Address: As set out in the agreement Contact person’s name, position and contact details: As set out in the agreement Activities relevant to the data transferred under these Clauses: User of the Services and Software
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	Signature and date: As set out in the agreement Role: Controller
	Data importer: Name: Dentsply Sirona entity identified in the DS Core® General Terms and Conditions ("Agreement") Address: As set out in the agreement Contact person's name, position and contact details: As set out in the agreement Activities relevant to the data transferred under these Clauses: Provider of the Services and Software Signature and date: As set out in the agreement Role: Processor
B. Description of Transfer	As set out in the DPA (see Description of Data Processing)
C. Competent Supervisory Authority/ies	See EU Module 2 section above <ul style="list-style-type: none"> - Annex 2 shall be deemed to be pre-populated with the relevant sections of the agreement which describe security and/or www.dentsplysirona.com/toms - Annex 3 shall be deemed to be pre-populated with the list of any sub-processors authorized in the agreement.

2.1.4. Table 4, Part 1 of the UK Addendum shall be completed with the option "Exporter".

3. Miscellaneous Provisions

- 3.1.** The terms of this Appendix 3 and Exhibits hereto shall be read in conjunction with the terms of the DPA. In the event of conflict between this Appendix 3 and the DPA, the former shall prevail.
- 3.2.** The relevant Dentsply Sirona Affiliate(s) acting as Data Importers has/have mandated the Dentsply Sirona Affiliate that contracts with the Customer to act in their name and on their behalf in executing or incorporating by reference into the DS Core® General Terms and Conditions ("Agreement") the additional country specific terms contained in this Appendix 3.

Section II Additional Jurisdiction Specific Terms

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List of Exhibits:

These Exhibits are available at www.dentsplysirona.com/data-transfers/exhibits and are incorporated by reference into this Appendix 3 and the DPA.

[EXHIBIT A: EU Standard Contractual Clauses for Controller to Processor Transfers](#)

[EXHIBIT B: UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses](#)