DENTSPLY SIRONA™
DS CORE™ PLATFORM TERMS OF USE
(New Zealand)

Effective as of 14 March 2023. These Terms replace and supersede all prior versions.

These DS Core™ Platform Terms of Use ("**General Terms**"), along with any applicable Additional Terms (see Section 1.2 (Additional Terms) below) (collectively, the "**Terms**") govern the access to and use of the Platform by the Customer and its Users. These Terms constitute a binding legal agreement between the Customer (or "**you**") and Dentsply Sirona Pty Limited (ACN 111 950 602) (NZBN 9 429 034 820 537) ("**DS**") as more specifically defined below.

"**Customer**" means the Customer that registered for a Customer Account (defined in Section 2.2).

"**Documentation**" means user manuals and other instructional documentation, in any form or medium, provided by DS for use with the Platform.

"**GST**" means goods and services tax under the GST Law.

"**GST Law**" means the *Goods and Services Tax Act 1985*.

"**Platform**" means DS's cloud-based proprietary technology platform to support dental Customer operations. Platform includes Software and Services.

"**Privacy Laws**" means the *Privacy Act 2020* and (where applicable) the Health Information Privacy Code 2020.

"**Services**" means the cloud-based services provided by DS that are made available to the Customer.

"**Software**" means the programs downloaded or installed by the Customer.

"**User**" means the Customer's employed dentists, lab technicians, other licensed providers and administrative staff who are provided a User Account (defined in Section 2.3).

1. Your Agreement with DS.

1.1 **Choice of Law and Contracting Entity**. Your relationship is with Dentsply Sirona Pty Limited (ACN 111 950 602), an Australian company. These Terms are governed by the laws of New Zealand, without regard to conflict of law rules, and the Parties irrevocably agree that the courts of New Zealand have exclusive jurisdiction for all actions to enforce these Terms and to settle any disputes and claims arising out of or in connection with these Terms (including non-contractual disputes or claims).

1.2 **Additional Terms**. Our Services and Software are made available or licensed, not sold, to you, and may also be subject to one or more of the additional terms below ("**Additional Terms**"). If there is any conflict between these General Terms and the Additional Terms, then the Additional Terms govern to the extent of such conflict with respect to that Service. The Additional Terms are subject to change as described in Section 1.3 (Updates to Terms) below.

1.2.1 **DS Core.** Additional Terms that apply to your use of DS Core™ are available in Exhibit A.

1.2.2 **DS Core Create**. Additional Terms that apply to your use of DS Core™ Create Services are available in Exhibit B.

1.3 **Updates to Terms**. We may make changes to the Terms from time to time, and if we do, we will notify you by revising the date at the top of the Terms and, in some cases, we may provide you with additional notice. You should look at the Terms regularly. Unless otherwise noted, the amended Terms will be effective immediately, and your continued use of our Services and Software will confirm your acceptance of the changes. If you do not agree to the amended Terms, you have the right to stop using our Services and Software in accordance with clause 6.1.

2. Eligibility, Customer and User Accounts, Account Security, and Communication Preferences

2.1 **Eligibility; Authority**. By using the Platform as the administrator of a Customer Account, you represent and warrant that (a) you are an authorized representative of the Customer with authority to enter into these Terms on behalf of the Customer, (b) you have not been previously suspended or removed from the Platform, or engaged in any activity that could result in suspension or removal from the Platform, (c) you do not have more than one Customer Account, and (d) the Customer, has full power and authority to enter into these Terms and in so doing will not violate any other agreement to which the Customer is a party. If you are accessing or using the Services on behalf of another person, you represent that you are authorized to accept these Terms on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

2.2 **Customer Account**. To access and use certain features of the Platform and grant your Users access to the Platform on your behalf, you will need to register for a Customer Account ("**Customer Account**") by creating a password and providing your title, role, name, email address, Customer or business name and business address. If you register for a Customer Account, you must provide accurate account information and promptly update this information if it changes. Your failure to provide accurate account information may result in inaccurate matching of information from Users. You also must maintain the security of your Customer Account and promptly notify us if you discover or suspect that someone has accessed your Customer Account without your permission. If you permit others to use your Customer Account credentials, you are responsible for the activities of those users that occur in connection with your Customer Account.

2.3 **User Accounts**. Through its Customer Account, the Customer may invite its Users to create unique User accounts and log-in credentials in order to access the Services ("**User Accounts**"). User Accounts are for named Users only and cannot be shared or used by more than one User. The Customer shall be responsible for ensuring the security and confidentiality of the Customer Account and all User Accounts. As between Customer and DS, the Customer is solely and fully responsible for the acts and omissions of any Users and other staff members that access and use the Services via the Customer Account or any of its User Accounts, whether or not such access or use was authorized by Customer. The Customer may add or remove User Accounts at any time during the Term. The Customer is responsible for immediately revoking the User Account (and access rights) of any User who is no longer employed by or affiliated with the Customer, or any User who no longer has a need to access the Services, as determined by the Customer. The default setting for User Accounts is that each User will have access to each Service licensed by the Customer. If, from time to time, the Services contain a functionality that enables the Customer Account administrator to provide access to the Services on a User by User basis, then each User will have access to the Services (licensed by the Customer) as designated by the Customer Account administrator.

2.4 **Electronic Communications**. By creating a Customer Account, to the extent required by applicable law, you also consent to receive electronic communications from DS (e.g., via email or by

posting notices to the Services). These communications may include operational notices about the Customer Account or User Accounts (e.g., password changes and other transactional information) and are part of the Customer's relationship with DS. The Customer agrees that any notices, agreements, disclosures or other communications that DS sends electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. DS may also send Customer and Users promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information about DS products and services. The Customer or any User may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided in those emails.

3. Use of the Platform.

3.1 **Provision of Services.** Subject to these Terms, DS shall make the Services available to the Customer during the term specified in the applicable order document so that the Customer may utilize the Service, solely for the Customer's business use, all in accordance with these Terms and the Documentation. The Customer agrees that its purchase of the Services is not contingent upon the delivery of any future functionality or features. The Customer agrees that certain Services may only be available under certain commercial conditions or circumstances as further described in the Additional Terms or Documentation.

3.2 **Software License Grant.** Subject to these Terms, DS hereby grants the Customer, during the term specified in the applicable order document, a limited, non-exclusive, non-sublicensable, non-transferable license to install the Software, in machine-readable form only, and to use the Software solely for the Customer's business use, all in accordance with these Terms and the Documentation.

3.3 **Changes to Platform**. You acknowledge that DS may expand or improve the Platform at any time, in particular, to adapt it to technological progress and changing legal requirements. DS may also expand, limit or modify individual features of the Platform.

3.4 **Restrictions**. Except as permitted under these Terms, the Customer agrees not to (i) unless permitted under applicable law, reverse engineer, disassemble, decompile, translate or otherwise attempt to derive the source code of any DS IP (as defined in Section 7.2) provided under these Terms; (ii) modify, adapt or create a derivative work of the DS IP, in whole or in part; (iii) remove or obscure any proprietary or other notices contained in any DS IP; (iv) publish any results of any benchmark tests run on DS IP or any components thereof; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the DS IP available to any third party, other than as contemplated by these Terms; (vi) send to DS or cause to be sent to DS or store on any computer that is used to access the Services any infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or that violates a third party's privacy rights; (vii) send to DS or cause to be sent to DS or store on any computer that is used to access the Services material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (viii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (ix) attempt to gain unauthorized access to the Services or its related systems or networks.

3.5 **Responsibilities of Customer**. The Customer will:

(a) be responsible for the Users' compliance with these Terms and any Documentation;

(b) be responsible for the accuracy and quality of Customer Data, the means by which the Customer acquired Customer Data, including but not limited to, obtaining any necessary consents, permissions, authorizations, releases or other documentation to collect use or

disclose the Customer Data, the Customer's use of Customer Data with the Services, the Customer's disclosure of Customer Data to DS in connection with the provision of Services, and the interoperation of any third party products the Customer uses with the Platform;

(c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify DS promptly of any such unauthorized access or use;

(d) use Services only in accordance with these Terms, the Documentation and any acceptable use policies provided by DS to the Customer, and all applicable laws and government regulations; and

(e) comply with terms of service of any third party product or service the Customer uses with the Platform.

Any use of the Services in breach of the foregoing by the Customer or Users that in DS's judgment threatens the security, integrity or availability of DS's Services, may result in DS's immediate suspension of the Services, however DS will use commercially reasonable efforts under the circumstances to provide the Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.6 **Support Services**. DS will make information regarding Support Services available to the Customer through the Platform.

3.7 **Beta Services**.

3.7.1 **Use of Beta Services**. From time to time, DS may make available to the Customer additional services or features identified as "alpha", "beta", "preview", "early access", "evaluation" or words or phrases with similar meaning for non-commercially available services or features (collectively, "**Beta Services**"). Notwithstanding anything to the contrary in these Terms, (a) the Customer may choose to use Beta Services in its sole discretion; (b) Beta Services may not be supported, may be changed or discontinued by DS at any time without notice and at DS's absolute discretion, and DS has no obligation to commercially release any Beta Service; (c) Beta Services may not be as reliable or available as the Services; and (d) Beta Services may not have been subjected to the same security measures and auditing to which the Services have been subjected.

3.7.2 **Beta Service Feedback**. In exchange for using Beta Services, the Customer agrees to provide, and to cause its Users to provide, Feedback regarding Beta Services. Without limiting the generality of the foregoing, at DS's request and as further set forth in the applicable Additional Terms and/or Order Form, the Customer agrees to (1) provide regular User Feedback through feedback channels designated by DS (e.g., survey or in-platform feedback function) in order to explore how to shape core functionalities based on the Customer´s business requirements or challenges, and (2) test Beta Services under standard dental office, laboratory, or other healthcare setting conditions and to provide DS with Feedback, including from the Customer's management and business analyst Users, and to promptly respond to any and all reasonable inquiries, questionnaires, surveys and other test documents submitted to the Customer by DS. Notwithstanding anything to the contrary in Section 4.1, all such Feedback will be the sole and exclusive property of DS. The Customer agrees to irrevocably assign and transfer to DS and hereby irrevocably assigns and transfers to DS all of the Customer's right, title, and interest in and to all Feedback including all intellectual property rights therein. In the event that such assignment and transfer may not be effectuated, the Customer hereby grants to DS an exclusive, royalty-free, worldwide, irrevocable, perpetual license to use and incorporate all Feedback into the Services. The Customer will not earn or acquire any rights or licenses

in the Services or in any DS Material, even if DS incorporates any Feedback into the Beta Services or other Services.

3.8 **Third-Party Apps and Integrations**. If the Customer uses any third-party service or applications with the Services, (a) DS will not be responsible for any act or omission of the third-party, including the third-party's access to or use of Customer Data; and (b) DS does not warrant or support any service provided by the third party.

4. Customer Data; Privacy.

4.1 **Customer Data**. Any data submitted by the Customer to Dentsply in connection with the Services is "**Customer Data**". As between DS and the Customer, the Customer retains all rights, title, and interest in and to the Customer Data. The Customer hereby grants DS a license to copy, aggregate, compile, modify, distribute (directly or indirectly), publish, transmit, and create derivative works from Customer Data as necessary for DS to provide the Services, perform its obligations and exercise its rights under these Terms, and to create de-identified or anonymized copies of Customer Data. The Customer agrees that DS is the exclusive owner of Customer Data that has been de-identified and/or anonymized by DS in accordance with applicable law and subject to the terms of DS's Data Processing Addendum (such data, "**De-Identified Data**"), and DS may use De-Identified Data for any purpose permitted by applicable law. Customer represents and warrants to DS that it has the legal right and authorization to provide all Customer Data to the Services for use as set forth in these Terms.

4.2 **Data Protection; Data Processing Agreement**. To the extent Customer Data comprises Personal Information (as defined under the Privacy Laws), DS and the Customer each recognize that they have full and entire knowledge of the obligations under applicable Privacy Laws that apply to (a) the Customer and DS as independent data controllers in order to manage their business contacts for the purposes of their reciprocal commercial and contract management relationship, (b) the Customer as independent data controllers for the purposes of performing its professional practice, in particular providing dental services to patients, (c) DS as data processor where DS performs, on behalf of Customer and under Customer's instructions, the processing of Personal Information necessary for the purposes of Customer's professional practice and (d) DS as independent data controller when reusing, for DS's own secondary purposes the Personal Information DS processes on behalf of the Customer. The Customer warrants that it has all required consents from its patients and customers to use Personal Information in accordance with these Terms. The Customer indemnifies DS in this regard. As a result, Customer and DS agree to DS's Data Processing Addendum, attached as Exhibit C.

4.3 **Usage Data**. DS shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any data or information resulting from the Customer's and any User's use of the Services ("**Usage Data**").g Except for Usage Data which constitutes Personal Data, Usage Data shall be solely owned by DS and may be used by DS for any purpose permitted by applicable law.

4.4 **General Privacy**. For information about how we collect, use, share, or otherwise process information about you and your use of the Services, please see our Privacy Policy *available at* https://www.dentsplysirona.com/en-nz/legal/privacy-policy.html.

5. Terms of Sale.

5.1 **Payment and Billing Information**. By providing a credit card or other payment method that we accept, you represent that you are authorized to use the designated payment method and that you authorize us (and our third-party payment processors) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges) (each, a "Transaction"). If the

payment method cannot be verified, is invalid or is otherwise not acceptable, your Transaction may be suspended or cancelled. You must resolve any payment method problems before we proceed with your Transaction. DS reserves the right to charge a late fee equal to one percent (1%) per month for amounts paid after their respective due dates and which are not in dispute at the time they were due. Such interest will run from the date on which payment of the sum is due until payment is received by DS in full including interest. If you want to change or update your payment method information, you can do so at any time by logging into your Customer Account. You acknowledge that the amount billed may vary due to promotional offers, preferences you select, or changes in applicable taxes or other charges, and you authorize us (and our third party-payment processors) to charge your payment method for the corresponding amount. You will be notified regarding any proposed changes to a payment amount, or if you will be liable for any additional charges, in which case you will have the opportunity to cancel the applicable purchase prior to the changes or the imposition of the additional charges. You may make payment(s) for months in advance, which will be applied to your account for the relevant month as applicable.

5.2 **Continuous Subscription; Cancellation Policy.** Unless otherwise described in the Additional Terms, the Services are provided on a subscription basis. DS offers both paid and free subscriptions to the Platform.

5.2.1 **Paid Subscription Tiers**. When you register for a subscription to a Service, you will have the option to sign up for a paid subscription tier (each a "**Paid Subscription Tier**"). You expressly acknowledge and agree that (a) DS (or our third-party payment processor) is authorized to charge you at the frequency (to begin on a date set forth in the applicable Order Form) applicable for your selected subscription (in addition to any applicable taxes and other charges) for as long as your subscription continues, and (b) your subscription is continuous until you cancel it or we suspend or stop providing access to the Service in accordance with these Terms. Unless otherwise set forth in the Additional Terms and/or applicable Order Form, you may cancel your subscription at any time by contacting DS, and you will be able to continue use of your subscription until the normal renewal billing date.

5.2.2 **Access Plus Tier**. If you do not sign up for a Paid Subscription Tier during your Customer Account registration process, DS may offer you the option to sign up for basic access to the Platform with limited features and functionality at no charge (the "**Access Plus Tier**"). DS reserves the right in its sole discretion to determine whether to make the Access Plus Tier available to customers and the features and functionality made available to customers that sign up for the Access Plus Tier. If you are presented with and register for the Access Plus Tier, you will not have access to all of the benefits, features, and functionality provided to customers that pay for a Paid Subscription Tier. You may upgrade to a Paid Subscription Tier at any time by logging into your Customer Account and selecting a Paid Subscription Tier. If you register for the Access Plus Tier, the DS Core™ features, functionality, and storage available to you is limited. Please review the DS Core™ Additional Terms (Exhibit A) for more details.

5.3 **Pricing and Availability.** All prices for Services are shown in New Zealand dollars and applicable taxes and other charges, if any, are additional. Price increases of more than 3% per calendar year shall be notified to the Customer in text form at least two (2) weeks prior to their effective date; if the Customer does not agree to the price increase, it may terminate its subscription to the applicable Service. If the Customer does not give notice of termination within a period of two (2) weeks from the notification, this shall be deemed a consent to the price increase.

5.4 **Taxes.** We will collect applicable sales, use, personal property, value added, withholding and other tax (collectively, "**Tax**") as described in this Section 5.4.

5.4.1 **GST**. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided for Services are net prices exclusive of any applicable sales, use and/or GST. If GST is payable on a Service, Customer will pay to DS as additional consideration an amount equal to the GST payable on the Service (unless a reverse charge is applicable). If GST is payable to DS, Customer will pay GST in addition to and at the same time that Customer provides the consideration for the Service.

5.4.2 **Other Taxes.** We will collect all other applicable Taxes on Services if, and in the jurisdictions for which, we determine we have a duty to collect Tax. If a Service is subject to Tax, the amount of Tax will be based on applicable Tax rates.

5.5 **Refunds**. Except as set forth in the Terms or applicable Additional Terms, all sales are final and we do not provide refunds on subscription fees, even if you terminate your subscription prior to the end of the period for which subscription fees have been paid in advance.

6. Suspension; Termination.

6.1 **Termination by Customer**. The Customer may stop using the Platform at any time. Termination of a Customer Account does not relieve the Customer of any obligation to pay any outstanding fees. If, within 90 days of DS amending these Terms in accordance with section 1.3, you stop using the Platform and you give us written notice that this is because you do not agree to the amendments to these Terms, then you will be entitled to receive a pro rated refund of any subscription fees paid in advance to the extent they relate to a period or periods ending after the date on which you ceased using the Platform.

6.2 **Suspension or Termination by DS**. DS may, at any time, terminate or suspend your right to use and access the Platform if: (a) you breach any provision of the Terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms); (b) you fail to make the timely payment of fees for the Services or Software; (c) you physically, verbally, or through other means abuse, threaten, bully, or harass us or our personnel (in such circumstances, we may alternatively suspend or restrict your access to the Services or Software); (d) we are required to do so by law (for example, where the provision of the Services or Software to you is, or becomes, unlawful); or (e) we elect to discontinue the Services or Software, in whole or in part (such as if it becomes impractical for us to continue offering Services in your region due to change of law). If we terminate these Terms, or your use of the Service(s) or Software for reasons other than for cause, we will make reasonable efforts to notify you at least 30 days prior to termination via the email address you provide to us.

6.3 **Effect of Termination**. The Customer agrees that DS's obligation to maintain any Customer Data obtained in the course of providing the Services shall not extend beyond the later of any termination or expiration of these Terms, except as otherwise set forth in the Data Protection Addendum (with respect to Personal Data). Instructions on how to retrieve your Customer Data are available in the Platform. Sections 7 through 11 and any other Section that by its nature should survive expiration or termination will survive expiration or termination of these Terms.

7. Proprietary Rights.

7.1 **Feedback.** The Customer or any User may, from time to time and in their discretion, provide input, suggestions, enhancement requests, recommendations, corrections or other feedback related to the Platform (collectively, "**Feedback**"). The Customer hereby grants, on its behalf and on behalf of Users, to DS a perpetual, irrevocable right to use and fully exploit all Feedback for any lawful purpose without payment or other consideration to Customer.

7.2 **DS Intellectual Property**. As between the Customer and DS, DS owns and retains all rights, title and interest in and to the Platform, Documentation, Beta Services, De-Identified Data, Usage Data and all

other technology, software, algorithms, documentation, user interfaces, trade secrets, techniques, designs, inventions, text, reports, dashboards, analyses, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans, works of authorship and other tangible and intangible material, content and information pertaining thereto or included therein ("**DS IP**"). All intellectual and industrial property rights in or to the DS IP are and will remain the exclusive property of DS or its licensors, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the DS IP are used or licensed. The Customer will not take any action that jeopardizes DS's or its licensors' proprietary rights, or attempt to acquire any right, in the DS IP. All rights not expressly granted to the Customer with respect to DS IP are reserved by DS and its third-party licensors. Unless otherwise agreed on a case-by-case basis, DS will own all rights, including intellectual and industrial property rights, in any copy, translation, modification, improvement, adaptation, derivative work or other derivation of the DS IP. The Customer will execute, or will at DS's request procure the execution of, any instrument that may be appropriate to assign these rights to DS to perfect these rights in DS's name. The Customer shall not alter or remove any trademarks applied to, embedded in or associated with, the DS IP.

8. Confidential Information. Except as otherwise required or permitted in these Terms, neither party will use or disclose the other party's Confidential Information without the other party's prior written consent. "Confidential Information" means any information, whether disclosed orally, in writing, electronically, visually or otherwise by one party to the other in the course of these Terms, including, in the case of DS, DS IP, De-Identified Data and Beta Services, in the case of either party, all other information relating to such party's financial condition, operations, business or customers. Each party will use the same degree of care as it exercises toward its own Confidential Information in protecting the other party's Confidential Information, but no less care than reasonable in light of general industry standards and applicable laws regarding data protection, privacy or confidentiality. Confidential Information will only be disclosed on a need-to-know basis to a party's employees and contractors bound by non-disclosure obligations at least as protective as those of these Terms. This Section 8 does not apply to information (a) after it becomes publicly known through no fault of the receiving party, (b) already rightfully in the receiving party's possession on a non-confidential basis when received, (c) developed by the receiving party without the use of the other party's Confidential Information or (d) is rightfully received by the receiving party on a non-confidential basis after the receipt of such information under these Terms. If any Confidential Information is required to be disclosed by law, the receiving party shall give the disclosing party immediate notice of the request or order (to the extent permitted by applicable law) that the Confidential Information be disclosed and the fullest opportunity under law to prevent or limit the disclosure. Each party acknowledges that its breach of this Section 8 may cause the other party substantial and irreparable harm for which the other party would be entitled to seek injunctive relief, if applicable, in addition to any available legal remedies. Each party hereby waives, as a condition to receiving such relief, any requirement to post bond or provide other security. Each party hereby waives any requirement to post bond or provide other security as a condition to receiving such injunctive relief. For clarity, DS Confidential Information includes DS IP, and Customer Confidential Information does not include Personal Data.

9. Indemnification.

9.1 **Indemnification by DS**. DS will defend and indemnify the Customer from and against any and all losses, costs, damages, liabilities or expenses (including reasonable legal fees and costs) ("**Losses**") incurred or arising from any claim by a third party alleging that Customer's use of the Services or their Documentation ("**Covered IP**") infringes a patent, copyright or trademark. This indemnity will not apply to claims arising from (a) use of the Covered IP outside the scope of the license granted to the Customer; (b) use of the Covered IP in combination with the products of third parties (other than those approved in

writing by DS or set forth in the Documentation); (c) modification of the Covered IP not performed or provided by DS or its personnel, if the infringement would not have occurred but for such use, combination or modification; or (d) DS's compliance with the Customer's design specifications, if the infringement would not have occurred but for DS's implementation of such specifications. If a third-party infringement claim results in an injunction against the Customer's use of any component of the Covered IP, or if DS reasonably anticipates such an injunction, DS will procure for the Customer the right to continue using the component, replace the component or modify the component to avoid the claim while retaining substantially the same functionality. This Section 9.1 states the Customer's sole remedy, and DS's entire liability, for a Covered IP claim.

9.2 **Indemnification by Customer**. The Customer will defend and indemnify DS and its licensors, officers, agents and employees from and against any and all Losses incurred or arising from any claim or allegation by a third party relating to (a) the Customer's failure to comply with these Terms or applicable laws, including intellectual property laws; (b) the Customer's failure to comply with the terms and conditions of any third-party product or service; or (c) an intellectual or industrial property right infringement claim arising from Customer Data or the Customer's use of Covered IP other than as licensed hereunder; or (d) any bodily injury, death or property damage based on the Customer's alleged gross negligence or willful misconduct.

9.3 **Indemnification Procedures**. The indemnifying party's indemnification obligations under this Section 9 as to a third-party claim are conditioned upon the indemnified party's (a) giving prompt notice of any such claim to the indemnifying party; (b) granting sole control of the investigation, defense and settlement of each such claim or action to the indemnifying party (except that the indemnified party's prior written approval is required for any settlement that requires any payment by, imposes any material obligation on, or results in any ongoing material liability to, the indemnified party); and (c) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the claim.

10. LIMITATION OF LIABILITY. Each party's liability is unlimited in case of willful misconduct or gross negligence, in the case of liability under section 8 (Confidential Information) and 9 (Indemnification), in the case of liability to pay fees and charges under the Terms, and in case of mandatory statutory liability, in particular liability under the New Zealand Fair Trading Act 1986. In all other cases, to the maximum extent permitted by law, each party's liability for damages shall be limited as follows:

(a) A party shall only be liable for damages caused by a breach of a contractual obligation up to the amount of the typically foreseeable damages at the time of entering into these Terms.

(b) Except in cases of willful misconduct, a party shall not be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, whether foreseeable or not, that are in any way related to these Terms.

(c) Except in cases where liability is unlimited as expressly stated in this Section 10, the maximum amount to which a party is liable towards the other party for whatever reason (absolute liability cap) is $100,000 in total for each calendar year and $250,000 in total for the entire term of these Terms.

11. Miscellaneous.

11.1 **Assignment**. The Customer may not assign any rights or delegate any obligations under these Terms without the prior written consent of DS. Any attempted assignment or delegation by Customer in violation of this Section 11.1 will be null and void.

11.2 **Severability; Beneficiaries**. If any term of these Terms is held to be unenforceable, the other terms of these Terms will be enforced to the fullest extent permitted by law. No person or entity other than DS and Customer shall have any rights under these Terms.

11.3 **Waiver**. No waiver or failure of a party to assert any right under these Terms on any one occasion will operate as a waiver of the same or any other right on any other occasion.

11.4 **Force Majeure**. A party's obligations hereunder will be suspended so long as compliance is impeded or prevented by causes beyond the party's reasonable control, which may include acts of God, pandemics, epidemics, embargoes, acts of war (including terrorist attacks), failure of a distributor, reseller or other supplier, labor disturbances and acts or regulations of governmental entities. No delay, failure, or default due to the foregoing will constitute a breach of these Terms. A party will not be held liable for any and all liability related to suspension of a party's obligations under these Terms due to force majeure.

11.5 **Notices**. You may send notices to us at 11-21 Gilby Road, Mount Waverly VIC 3149. We may notify you by email, postal mail, postings within the Services, or other legally accepted means. It is your responsibility to keep your account information current to receive notifications.

11.6 **Export and Import Laws**. Export laws and regulations of Australia, New Zealand, the European Union, United States and other relevant local export laws and regulations may apply to the Services provided under these Terms. The Customer agrees that such export control laws govern the Customer's use of the Services (including technical data) and any DS Material, and the Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). The Customer agrees that no data, information, program and/or materials resulting from use of the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

11.7 **Conflicting Languages**. If these Terms are translated into any language other than English, and there is a discrepancy between the English version and the translated text, the English version will govern unless expressly stated otherwise in the translation.

11.8 **Entire Agreement; Amendment; Interpretation**. These Terms (including all Schedules, Exhibits and other documents referenced herein) constitute the entire agreement among the parties regarding its subject matter and supersedes any prior understandings, communications, agreements, representations by or among the parties, written or oral, regarding such subject matter, provided that nothing in these Terms will prevent a party from exercising any of its legal rights and remedies under subpart 3 of Part 2 of the Contract and Commercial Law Act 2017, the Fair Trading Act 1986 or any other applicable legislation in relation to any representations made by the other party prior to these Terms being entered into Except for amendments effected in accordance with Section 1.3, no amendment or supplement to these Terms is effective unless it is in writing, it identifies itself as an amendment to these Terms and is signed by both Parties' authorized representatives. The section headings are for convenience of reference only and will not enter into the interpretation of these Terms. References to any gender include references to all genders, and references to the singular include references to the plural and vice versa. The words "include", "includes," and "including" shall be deemed to be followed by the phrase "without limitation" or "but not limited to." The word "will" shall be deemed to have the same meaning and effect as the word "shall." The word "or" will be deemed to have the same meaning and effect as "and/or." The words "herein," "hereof" and "hereunder," and words of similar import, will be deemed to refer to these Terms in their entirety and not to any Section or provision of these Terms. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Exhibit A
DENTSPLY SIRONA
DS CORE™ ADDITIONAL TERMS (New Zealand Version)

Effective as of 14 March 2023. These Additional Terms replace and supersede all prior versions of such Additional Terms.

DS Core™ (**"DS Core™"**) is a cloud-based service provided by DS that enables the Customer's Users to upload, store, view, send and receive Customer Data in the form of patient media files described in the Documentation (e.g., 2D and 3D x-rays, optical impressions, pictures, reports, etc.) ("**Patient Media**").

These Additional Terms govern Customer's use of DS Core™ and are incorporated by reference into the DS Core Terms of Use ("**General Terms**") available here (these Additional Terms and the General Terms are collectively referred to herein as "**Terms**"). Other Additional Terms incorporated by reference into the General Terms may also govern your use of the Services and Software. Capitalized terms not defined here have the same meaning as defined in the General Terms.

1. DS Core™ Service Description.

1.1 **Dental Image Storage.** DS Core™ provides the Customer's Users with the ability to upload Patient Media to, and download or delete Patient Media from, DS Core™ manually or, if Customer utilizes DS-provided software (e.g., DS's Cerec or Connect Case Center software, provided under a separate contract and/or Terms and Conditions for Use), by enabling automatic upload configurations.

1.2 **Dental Image Viewer.** DS Core™ provides the Customer's Users with the ability to view Patient Media for non-clinical and non-treatment purposes using DS Core™'s cloud-based image viewer ("DS Core™ Viewer"). Patient Media viewed in DS Core™ Viewer will have a filter applied to enhance viewability. The underlying Dental Image file stored in DS Core™ and any copies of the Dental Image downloaded by a User or a Recipient will be in their original format and will not be filtered.

1.3 **Dental Image Sharing.** DS Core™ provides the Customer's Users with the ability to invite third parties not affiliated with the Customer ("Recipients") to access and use the DS Core™ Viewer to view Patient Media of the Customer selected by the User for non-clinical and non-treatment purposes. Users and Recipients may communicate and confer with one another regarding the selected Patient Media and otherwise use DS Core™ as a communication tool to review the selected Patient Media at the User's discretion.

1.4 **DS Equipment Connection.** DS Core™ provides Customer's Users with the ability to connect their DS manufactured dental equipment and DS-provided Software with the capability to be connected through the Services (collectively, "DS Equipment") to DS Core™ to upload certain technical information related to the usage of DS Equipment to process Patient Media (collectively, "Device Usage Data") for technical support purposes. Upon connection of the DS Equipment, DS Core™ also provides Customer's Users with a central overview of connected devices and media sources in DS Core™ and the ability to manage device connectivity and transfer and receive Patient Media through the Services.

1.5 **Technical Support.** DS Core™ provides Customer's Users with a remote technical support services program called "Fast Service Clarification." By connecting their DS Equipment to DS Core™, Customer's Users are able to share Device Usage Data with service technicians employed by DS ("DS Service Technicians") for technical support. This results in shortened service call times and faster service clarification for the Customer's Users. DS cannot and does not guarantee that service technicians who are

not DS Service Technicians will use Fast Service Clarification to provide Customer's Users with technical support services.

1.6 **Generation of a DS Aligner SureSmile Simulator.** DS Core™ provides Customer's Users with the ability to generate a simulation of potential outcomes following a course of treatment with DS SureSmile® clear aligners for a patient who is a clinically appropriate candidate for DS SureSmile® aligners (**"Patient"**), provided such Patient complies with the treatment instructions from the applicable dental care professional (**"DS SureSmile Simulator"**). DS SureSmile Simulator allows Users to set certain parameters for the simulation based on a scan of the Patient's bite and teeth. DS SureSmile Simulator provides for a comparison between the current bite and teeth and the potential effect that following an adhered to course of treatment with DS SureSmile® clear aligners might have on the Patient's bite and teeth.

1.7 **Provision of DS SureSmile Simulator.** Each DS SureSmile Simulator will be available in DS Core™ and a User will be able to generate an electronic mail communication to send to the Patient or in the case of a minor Patient, the Patient's parent or other legal guardian through DS Core™. The Customer acknowledges that the electronic mail generated by DS Core will include the following statement or one substantially similar and that neither the Customer nor any User will remove or modify any such statement or other embedded text in the generated electronic mail message: "*The result displayed here is a simulation and not a treatment plan. The actual treatment outcome may differ substantially. This may depend on the patient's compliance with the treatment plan determined by the dentist or the patient's individual dental condition, among other things*." DS SureSmile Simulator also provides Customer's Users with the ability to display and transmit the images, content, and other information generated by DS SureSmile Simulator (**"Output"**) with Patients via a dedicated patient environment within the DS Core™ Platform. A Patient's DS Core™ account will expire after twenty-one (21) days unless the User specifies a shorter or longer period.

1.8 **DS SureSmile® Aligner Accounts.** Customer acknowledges that Customer will need a registered DS SureSmile® Aligner registration and account in order to place an order for DS SureSmile® clear aligners for a Patient. Customer agrees and acknowledges that additional commercial terms may apply, as outlined in more detail in the SureSmile® General Terms and Conditions entered into between the Customer and Dentsply Sirona Orthodontics Inc. d/b/a SureSmile®.

2. Use of DS Core™ and DS SureSmile Simulator.

2.1 With respect to DS Core™ generally, Customer acknowledges and agrees that: (a) the Customer and its Users are solely responsible for determining that it is permissible under applicable law, and that the Customer has obtained all necessary consents, authorizations, agreements and other permissions, to upload and store Patient Media in DS Core™ and to share Patient Media with the applicable Recipient; (b) it is the Customer's and its Users' choice to share Patient Media through DS Core™ and the Customer and its Users are solely responsible for the sharing of Patient Media through DS Core™; (c) the Customer and its Users are responsible for providing complete and accurate contact information for any Recipient; and (d) DS does not monitor or control what Recipients or other third parties do with Patient Media the Customer and its Users choose to share.

2.2 Without limiting the foregoing, with respect to DS SureSmile Simulator specifically, Customer acknowledges and agrees that: (A) Customer and its Users are solely responsible for any diagnosis, treatment, and services provided to Patients; (B) Customer will not rely on DS SureSmile Simulator for diagnostic or treatment purposes, and any reliance by Customer or its Users upon DS SureSmile Simulator for such purposes shall not diminish Customer's professional responsibilities; (C) DS SureSmile Simulator

does not provide any diagnosis or medical advice but merely acts as a tool to assist Customer and its Users to illustrate simulated potential outcomes with DS SureSmile® clear aligners for visualization and informational purposes only; and (D) it will inform any Patient or third party with whom Customer and its Users use DS SureSmile Simulator that (i) any Output provided by DS SureSmile Simulator does not provide any diagnosis, medical advice, or a warranty of SureSmile® clear aligner results, but rather is for visualization and informational purposes only, (ii) there is no guarantee of the results nor the accuracy of Output provided by DS SureSmile Simulator, and the final result of a course of treatment with DS SureSmile® clear aligners may vary significantly from what is portrayed in Output; and (iii) any Output generated by DS SureSmile Simulator is not a substitute for consultation with a qualified dental care professional.

3. Storage Allocation. If the Customer uploads Patient Media to DS Core™ in excess of the storage volume provided to the Customer per the storage tier provided under the Customer's DS Core™ subscription plan set forth in the Customer's corresponding order form and the Customer does not respond to notice from DS to address the Customer's account by either removing excess Patient Media or upgrading to a DS Core™ subscription plan with more storage, DS reserves the right to suspend Customer's ability to upload Patient Media to DS Core™ until the Customer upgrades to an increased storage capacity.

4. Functionality and Storage Limitations applicable to the Access Plus Tier. Notwithstanding anything to the contrary in the Terms, if you registered for the Access Plus Tier, your access to DS Core™ features and functionality is limited. For example, the dental image sharing functionality described in section **Fehler! Verweisquelle konnte nicht gefunden werden.** is disabled. In addition, any and all patient media you upload to DS Core™ will be automatically deleted after seven (7) calendar days from the date you upload such patient media; provided, however, that any patient media that you upload and transmit in connection with an order you place through DS Core Create™ or the DS order portal will be automatically deleted thirty (30) calendar days after the completion of your order. Without limiting any other provision of these Terms, you are solely responsible for downloading from DS Core™ any patient media or other content you determine is necessary for you to maintain in your primary dental records storage systems.

5. Subscription Tier Changes. The Customer can upgrade or downgrade the Customer's storage tier by logging into their account and selecting a new subscription plan. The applicable fee for an upgraded storage tier will take effect immediately; downgrades to a storage tier or the Access Plus Tier will take effect on the next monthly billing date.

6. Service Performance. Depending on factors such as your equipment, internet connection and our efforts to maintain the performance and integrity of the Platform, you may occasionally experience delays in uploading or syncing content to DS Core™.

7. Term and Termination by Customer.

7.1 **General Term.** Subject to Sections 6.2 and 6.3, the subscription period is three years.

7.2 **Bundled Subscriptions.** If the Customer's subscription to DS Core™ was purchased in connection with a bundled DS equipment purchase, then, notwithstanding anything to the contrary herein or in the General Terms, the Customer may terminate the Customer's subscription to DS Core™ on or after the two-year anniversary of the Effective Date set forth in the Customer's current order document if the

Customer provides at least one (1) month prior written notice. The Customer may also exercise subscription tier changes and downgrade from a higher tier to DS Core™ Light during this period.

7.3 **Standalone Subscriptions.** If the Customer's subscription to DS Core™ was purchased as a standalone subscription, then, notwithstanding anything to the contrary in the General Terms, the Customer shall provide Feedback as requested by DS as further described in Section 3.8.2 of the General Terms, unless the subscription period exceeds the three-month anniversary of the Effective Date listed on the Customer's first DS Core™ order. The Customer may terminate a DS Core™ subscription within five (5) days prior to the conclusion of such three-month anniversary. Alternatively, the Customer may terminate a DS Core™ subscription on or after the two-year anniversary of the Effective Date set forth listed on the Customer's first DS Core™ order if the Customer provides at least one (1) month prior written notice.

8. Disclaimers.

8.1 DS CORE™ IS NOT A PRIMARY STORAGE SERVICE. THE CUSTOMER ACKNOWLEDGES THAT DS DOES NOT MAINTAIN PATIENT DENTAL OR MEDICAL RECORDS FOR THE CUSTOMER AND DS CORE™ IS NOT A PRIMARY STORAGE SERVICE FOR PATIENT MEDIA OR FOR COMMUNICATIONS WITH RECIPIENTS OR FOR ANY CLINICAL OR TREATMENT INFORMATION. THE CUSTOMER AND ITS USERS ARE SOLELY RESPONSIBLE FOR DOWNLOADING FROM DS CORE™ ANY PATIENT MEDIA AND/OR COMMENTS, COMMUNICATIONS OR OTHER CONTENT FROM OR WITH RECIPIENTS OR ANY OTHER INFORMATION ABOUT A PATIENT THAT THE CUSTOMER DETERMINES IS NECESSARY FOR THE CUSTOMER TO MAINTAIN IN THE CUSTOMER'S PRIMARY DENTAL RECORD STORAGE SYSTEMS.

8.2 DS CORE™ VIEWER IS NOT INTENDED FOR CLINICAL OR TREATMENT USE. THE CUSTOMER ACKNOWLEDGES THAT DS CORE™ VIEWER IS PROVIDED BY DS FOR CONVENIENCE ONLY IN ORDER FOR THE CUSTOMER AND ITS USERS TO VIEW PATIENT MEDIA FOR NON-CLINICAL AND NON-TREATMENT PURPOSES AND TO FACILITATE SECURE COMMUNICATION WITH THIRD-PARTY DENTAL PROFESSIONALS AND CUSTOMERS. DS CORE™ VIEWER IS NOT INTENDED FOR DIAGNOSTIC OR TREATMENT PURPOSES OR ANY OTHER MEDICAL OR CLINICAL USE. DS CORE™ VIEWER IS NOT A MEDICAL DEVICE.

8.3 DS SURESMILE SIMULATOR IS NOT INTENDED FOR DIAGNOSTIC OR TREATMENT PURPOSES. CUSTOMER ACKNOWLEDGES THAT: (A) DS SURESMILE SIMULATOR IS PROVIDED BY DS FOR CONVENIENCE ONLY IN ORDER FOR CUSTOMER, ITS USERS, PATIENTS AND RECIPIENTS TO VISUALIZE THE POTENTIAL POSITIVE EFFECTS OF SURESMILE® CLEAR ALIGNERS; (B) DS SURESMILE SIMULATOR AND OUTPUT GENERATED OR PROVIDED BY DS SURESMILE SIMULATOR ARE FOR VISUALIZATION AND INFORMATIONAL PURPOSES ONLY AND DO NOT PROVIDE ANY DIAGNOSTIC, TREATMENT, OR MEDICAL ADVICE; AND (C) OUTPUT GENERATED OR PROVIDED BY DS SURESMILE SIMULATOR DOES NOT ENDORSE OR CONSTITUTE A WARRANTY ANY OUTCOME. DS SURESMILE SIMULATOR IS NOT A MEDICAL DEVICE. IT IS THE CUSTOMER'S SOLE DECISION WHETHER AND IN WHICH CIRCUMSTANCES TO PROVIDE DS SURESMILE SIMULATOR TO PATIENTS OR RECIPIENTS CONSISTENT WITH CUSTOMER'S PROFESSIONAL JUDGEMENT. DS MAKES NO WARRANTY RELATED TO THE CONFIDENTIALITY AND SECURITY OF ANY OUTPUT TRANSMITTED USING DS SURESMILE SIMULATOR. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY AND ALL RISK ASSOCIATED WITH UNAUTHORIZED ACCESS TO OUTPUT ARISING FROM THE TRANSMISSION OF SUCH INFORMATION THROUGH DS CORE™ OR OVER THE INTERNET. THE FOREGOING SECURITY-RELATED DISCLAIMERS WILL NOT LIMIT OR EFFECT ANY APPLICABLE OBLIGATIONS DS HAS UNDER APPLICABLE PRIVACY LAWS.

9. Indemnification by Customer. In addition to its indemnity obligations set forth in the General Terms, the Customer will defend, indemnify and hold DS and its licensors, officers, agents and employees harmless from and against any and all Losses incurred or arising from: (A) any claim or allegation by a third

party relating to the actions or omissions of any Recipient invited to access Patient Media at the request of the Customer or its Users; (B) any claim by any Patient (or agent thereof) whom Customer or its Users have treated and with whom Customer or its Users may have used DS SureSmile Simulator arising from (i) any alleged medical malpractice, including any claim for an unsatisfactory outcome of any treatment or procedure whatsoever, (ii) any alleged breach with respect to Personal Information (as defined under applicable Privacy Laws) collected, stored, processed, transferred, or used in connection with DS SureSmile Simulator, or (iii) any Output shared, displayed, or processed in connection with the use of DS SureSmile Simulator, except (in each case) to the extent the claim has arisen from a breach by DS of the Terms, the SureSmile® General Terms and Conditions or any applicable laws (including Privacy Laws and the Fair Trading Act 1986).

Exhibit B
DENTSPLY SIRONA
DS CORE™ CREATE SERVICES ADDITIONAL TERMS

Effective as of 20 March 2023 these Additional Terms replace and supersede all prior versions of such Additional Terms and any Beta Additional Terms for prior versions of Beta DS Core™ Create. These Additional Terms are between Customer and Dentsply Sirona Pty Limited ("**DS**").

DS Core™ Create (**"DS Core™ Create**") is a cloud-based dental design service that allows Customer to share Images with a Supplier contracted by DS and for such Supplier to evaluate Images and prepare Printing Files solely appropriate for Customer to use with DS's Primeprint brand printers to fabricate Dental Products for use in Customer's treatment of patients.

These Additional Terms govern Customer's use of DS Core™ Create and are incorporated by reference into the Platform Terms of Use ("**General Terms**") available here (these Additional Terms and the General Terms are collectively referred to herein as "**Terms**"). Other Additional Terms incorporated by reference into the General Terms may also govern your use of the Services and Software. Capitalized terms not defined here have the same meaning as defined in the General Terms.

1. Definitions.

"**Dental Products**" means the dental products that Supplier can design for Customer as a part of DS Core™ Create service which are listed in Attachment A ("**Dental Products**") list. Dental Products may also be referred to as "**Indications**" in the context of discussions with Supplier.

"**Images**" or "**Scans**" means Customer's dental images in *.dxd format or *.stl format stored in DS Core™ and submitted with the applicable Order.

"**Order**" means each request transmitted by a Customer to a Supplier through DS Core™ for Printing Files to print Dental Products using DS's Primeprint brand printer. Design adjustments are not new Orders.

"**Printing Files**" or "**Designs**" means the data files generated by Supplier and returned to the dentist through DS Core™ in *.blc format containing instructions for the printer to generate the three-dimensional Dental Product. In its sole discretion, DS may add additional file formats (*e.g.*, *.cam).

"**Supplier**" means the applicable dental laboratory contracted by DS to provide Printing Files to Customer through DS Core™ as a part of the DS Core™ Create release.

2. DS Core™ Create Service Description.

2.1 Placing an Order. To use DS Core™ Create, Customer collects patient data including digital (dental) models and Images during dental encounters and uploads the data and Images along with an Order for a desired indication to DS Core™. The Supplier evaluates the Image in accordance with the Order and either requests a new Image from Customer or returns ready-to-print Printing File through DS Core™ to Customer. Customer evaluates the Printing File and either accepts the Printing File and prints the Dental Product with Primeprint or rejects the Printing File with further instructions to the Supplier on how to modify the Printing File. Customer may not request further iterations/changes to the Printing File more than three (3) times without incurring additional charges, as set forth on the Order Form. For the avoidance of doubt, once Customer accepts the Printing File, in order to print the Dental Product, Customer will need to use DS's Primeprint brand printer which supports the Printing File format.

2.2 Communication Assistance. Customer and the Supplier may communicate via the synchronous chat function available through DS Core™ about pending Orders in the event that Customer and Supplier, in their independent clinical judgment, feel that synchronous chat communications are sufficient. At its discretion, DS may also make available dedicated telephone numbers or web-based communication channels with audio and/or audio and video functionality to facilitate communication between Customer and Supplier when either Customer or Supplier feel that this is a more appropriate mode of communication.

3. Responsibilities of Customer.

3.1 Customer shall only perform dental services through DS Core™ Create in jurisdictions approved by DS for DS Core™ Create. New Zealand is approved by DS for DS Core™ Create; any limitations will be communicated via the synchronous chat function available through DS Core™ or directly by Supplier.

3.2 Customer shall ensure that all personnel performing dental services on behalf of Customer have all necessary licenses, certificates, permits or other approvals and are performing within their applicable scope of their dental/medical practice.

3.3 Customer shall be solely responsible for making all clinical decisions for Customer's patients, including but not limited to determining whether a Dental Product is appropriate for use with a patient, writing prescriptions for such Dental Products and evaluating and approving Designs for Dental Products.

3.4 Customer shall ensure that each Order includes all required information and, to the extent required, an acknowledgement that all necessary patient consents were obtained as may be appropriate in the applicable jurisdiction.

3.5 Customer shall ensure that all Orders are accompanied by good quality Images sufficient for Supplier to prepare Printing Files.

3.6 Notwithstanding anything to the contrary in the Terms, in the event that Customer submits an Order with specifications and Supplier informs Customer of patient safety risks presented by such specifications but Customer directs Supplier to proceed with the Order consistent with such specifications, Customer agrees and acknowledges that neither DS nor Supplier will be liable for any Loss (as defined in the General Terms) resulting from the Dental Product printed pursuant to that Order, and the Customer indemnifies and holds harmless DS in this regard.

3.7 Customer shall be solely responsible for billing and seeking reimbursement from third party payors for any Dental Products. For the avoidance of doubt, Customer's payment obligations to DS are independent of Customer first receiving reimbursement from any third-party payor.

3.8 Customer shall be solely responsible for all costs associated with fabricating Dental Products or ordering Printing Files, including any direct or indirect costs associated with additional services provided under these Additional Terms and not otherwise covered by Customer's subscription to DS Core™ (if any). Customer is responsible for ordering approved resins and other printing supplies for Primeprint brand printers.

3.9 Customer shall be solely responsible for any sales or use tax that may be imposed on the Designs, the Dental Products, or any other items arising pursuant to these Additional Terms.

4. Responsibilities of DS.

4.1 DS Core™ Create Services are subject to the Data Processing Addendum between DS and Customer, at Exhibit C of the General Terms.

4.2 DS shall be solely responsible for engaging Supplier.

5. Product Complaints and Incident Reporting; Inspections

5.1 Customer shall promptly forward to DS any received notice, including reports to any of their agents and sales representatives, of any adverse events or product quality complaints associated with the use of any Dental Product.

5.2 DS and Customer shall cooperate in evaluating and responding to complaints and incidents.

5.3 DS and Customer shall consult with each other prior to informing the respective authorities of any incidents, defects and/or risks related to Dental Products.

5.4 Inspections.

5.4.1. Customer shall notify DS as soon as practicable (and in any event within two (2) business days) following (i) receipt of any request from a governmental or regulatory authority for inspection of Customer's location for purposes related to DS Core™, DS Core™ Create or the Dental Products; or (ii) receipt of any written or oral inquiries from a governmental or regulatory authority regarding any aspect of the activities pursuant to these Additional Terms and shall provide copies of all associated correspondence with the governmental or regulatory authority.

5.4.2. To the extent reasonably practicable, Customer shall allow DS to attend any inspection by a governmental or regulatory authority in an observational capacity. If DS is not allowed to attend any such inspection, Customer shall provide DS with a detailed summary of the inspection as soon as reasonably practicable thereafter, to the extent permitted under applicable law.

5.4.3. Customer shall agree to notify DS within three (3) business days of receipt of an official inspection report, deficiency letter or compliance observation, which contains any adverse findings that relate to DS Core™, DS Core™ Create Dental Products. Customer shall provide to DS copies of any such inspection reports, deficiency letters or compliance observations. If there are critical findings regarding Dental Products, Customer shall notify DS within twenty-four (24) hours and DS shall assist with any response letters to regulatory authorities.

APPENDIX A

LIST OF DENTAL PRODUCTS

(Effective 20 March 2023)

The DS CORE™ CREATE SERVICES ADDITIONAL TERMS apply to the following Dental Products:

1. Nightguard/Splint
2. Temporary Restoration
3. Surgical Guide (CEREC)
4. Working Model
5. Model for Thermoforming
6. Impression Tray

* Please note that DS reserves the right to change, add, suspend, cancel, remove or otherwise modify this list of Dental Products.

Exhibit C
DATA PROCESSING ADDENDUM

All terms and expressions related to applicable Data Protection Laws that are used in this Data Processing Addendum ("**Addendum**") (such as the definition of Personal Information), whether employed in the singular or in the plural with capital or lowercase letters, have the meaning provided under the *Privacy Act 2020* including the Information Privacy Principles, the Health Information Privacy Code 2020, and any other laws of New Zealand as may be amended, as applicable to the Customer and DS with respect to these Terms ("**Data Protection Laws**"). "**Data Controller**" means the entity (person, organization, etc.) that determines the why and the how for processing personal data. "**Data Processor**" means the entity which processes personal data on behalf of the Data Controller.

1) Obligations applicable to independent Data Controller

When acting as independent Data Controller, each party shall take, for its own activity, any appropriate measures to ensure the compliance with the applicable Data Protection Laws. Additionally, due to the Customer's highly regulated professional practice, the Customer hereby specifically undertakes to:

a) process Personal Information only to the extent it is allowed to do so;

b) create and maintain a record, as required by applicable Data Protection Laws;

c) ensure that any information notice provided in a timely manner to data subjects is easily accessible and understandable and that such notice includes the information required by the applicable Data Protection Laws including, where Personal Information is transferred, that such transfer is necessary for the performance of the Services or the Terms;

d) assess the relevant legal ground for processing Personal Information of data subjects and, where appropriate, obtain the consent from such data subjects in compliance with applicable Data Protection Laws and any other laws such as those governing medical secrecy;

e) comply with any request by a data subject to exercise his/her rights under applicable Data Protection Laws, including requests for access, modification, deletion and, where appropriate, limitation, opposition, portability and revocation of his/her consent;

f) take all appropriate technical and organizational safeguards regarding the Personal Information, taking into account in particular the very sensitive and confidential nature of the Personal Information and the risks associated with the processing of such Personal Information, in order to preserve a high level of security and confidentiality of such Personal Information and, in particular to prevent such Personal Information from being altered, destroyed or lost and especially from being disclosed to unauthorized individuals.

2) Obligations applicable to independent Data Controller and Data Processor and processor to sub-processor

To the extent DS must process Personal Information on behalf of the Customer for the purposes of the Customer's professional practice as detailed (see also Table 1):

a) DS will implement appropriate technical and organizational measures, including physical and logical security measures, as required under applicable Data Protection Laws;

b) DS will act on the Customer's documented instructions; provided, however, DS may reuse Personal Information as an independent Data Controller for DS's own secondary purposes as long as such secondary use complies with the applicable Data Protection Laws, in which case the Customer, where appropriate, may provide any data subjects with the relevant information notice under the applicable Data Protection Laws and, if necessary, obtain consent under the conditions required by applicable Data Protection Laws, as well as a release from medical secrecy obligations as well as any other permissions required by law;

c) if DS is required to otherwise process the Personal Information pursuant to New Zealand law to which DS is subject, DS shall inform the Customer of that legal requirement before processing the Personal Information, unless providing such information is prohibited by law;

d) DS shall inform the Customer if, in DS's opinion, any instruction(s) of the Customer infringes Data Protection Laws;

e) DS will make available to the Customer any information or documents that the Customer requests to enable the Customer to demonstrate compliance with their obligations under the applicable Data Protection Laws, including the possibility for Customer to conduct or have conducted audits or inspections at the Customer's sole cost and expense, only once per twelve-month period, during normal business hours and upon 30-day advance written notice, unless in the case of a personal data breach in which case audit can take place during normal business hours and upon 8-day written notice;

f) DS will notify the Customer without undue delay of any breach of Personal Information of which it becomes aware in accordance with the applicable Data Protection Laws;

g) DS will notify the Customer of, and assist the Customer in responding to, any requests from data subjects to exercise their rights under applicable Data Protection Laws;

h) DS will assist the Customer at the Customer's sole cost and expense, to comply with their compliance obligations under the Data Protection Laws as well as to carry out a data protection impact assessment and submit a request for prior consultation with the competent supervisory authority;

i) DS will ensure that persons authorized to process Personal Information have been contractually obligated to maintain the confidentiality of Personal Information or are under a statutory obligation to do so, such as a medical secrecy obligation;

j) at the choice of the Customer, DS will delete or return to the Customer all Personal Information and copies thereof after termination or expiration of this Addendum except to the extent any further use by DS is required or permitted by applicable law.

In turn, the Customer hereby grants DS authorization to:

k) transfer Personal Information from New Zealand to an overseas country, that DS considers has privacy laws which provide comparable safeguards to the Data Protection Laws, to the extent that DS declares that such transfer is governed by relevant safeguards (including supplementary measures) in accordance with applicable Data Protection Laws to maintain an adequate level of protection of Personal Information (in particular, EU standard contractual clauses between data processor and sub-data processor, binding corporate rules, as well as, where appropriate, an assessment of the impact and ability of the overseas country's legislation to ensure the effectiveness of the data subjects' rights);

l) subcontract any of its processing operations performed on behalf of the Customer under this Addendum, provided that DS enters into a written agreement obligating such subcontractor to comply

with applicable Data Protection Laws, however DS remains liable to the Customer or, where appropriate, to the relevant data protection authority or court for any violation by such recipient of its contractual and regulatory obligations under the applicable Data Protection Laws.

In any event, DS and the Customer also undertake to have Personal Data hosted by a hosting provider duly authorized under the law applicable to the concerned establishment.

TABLE 1: Details of processing of Personal Data	
Subject matter and duration of the processing	As detailed in the General Terms or Additional Terms.
The nature and purpose of the processing	As detailed in the General Terms or Additional Terms.
The categories of data subjects	Patients of Customer.
The types of Personal Data	Name, contact details, health data.