

ONE DS 2.0 REBATE PROGRAM TERMS AND CONDITIONS

These One DS 2.0 Rebate Program (“**Rebate 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 Rebate Program and the opportunity to earn rebates are offered at the sole discretion of DENTSPLY SIRONA and are subject to your compliance with these Rebate Program Terms and Conditions. **BY PARTICIPATING IN THE REBATE PROGRAM IN ANY WAY, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, YOU MAY NOT PARTICIPATE IN THE REBATE PROGRAM.** DENTSPLY SIRONA MAY LIMIT, SUSPEND, OR TERMINATE YOUR ABILITY TO PARTICIPATE IN THE REBATE PROGRAM IN ITS SOLE AND ABSOLUTE DISCRETION, AND MAY CHANGE, SUSPEND, OR CANCEL ANY PORTION OF THE PROGRAM, INCLUDING ANY REBATE THAT MAY HAVE BEEN EARNED THROUGH THE REBATE PROGRAM, AT ANY TIME WITH OR WITHOUT PRIOR NOTICE TO PARTICIPANTS.

1. Eligibility. The Rebate Program is offered by DENTSPLY SIRONA to dental offices located within the U.S.A., which: (a) currently own DENTSPLY SIRONA Capital Equipment (as defined below); or (b) which purchase DENTSPLY SIRONA Capital Equipment between January 1 and December 31, 2020 at or above DENTSPLY SIRONA’s minimum advertised price (“**Eligible Practices**”). Limit one Rebate Program enrollment per Eligible Practice. Sorry, dental offices that participate in PROFIT, Alliance, or DENTSPLY SIRONA rebate for SmileSource customers are not able to participate in the Rebate Program. The Rebate Program is also not available to practices participating in a special pricing agreement with DENTSPLY SIRONA, including but not limited to, Dental Service Organizations (DSOs), government, institutional, university, or other school accounts. Eligibility for the Program is subject to verification at DENTSPLY SIRONA’s sole discretion.

Eligible Practices that are enrolled in DENTSPLY SIRONA’s One DS 1.9 program are eligible for participation in this Rebate Program; provided, however, that in order to earn any Rebates under a Rebate Plan (as set forth below) – the Eligible Participant must meet any annual requirements under each program individually, for each calendar year, in order to maintain eligibility in both programs.

2. How to Register. Interested dental practices may register at the Rebate Program website (www.OneDSrewards.com). Practices will need to provide their SFA ID# (available from an authorized DENTSPLY SIRONA field sales representative), practice name, primary contact, address information, and e-mail address.

3. Rebate Program Term. The Rebate Program shall commence on February 17, 2020. The Rebate Program shall terminate on December 31, 2022, unless earlier terminated by DENTSPLY SIRONA in accordance with these Rebate Program Terms and Conditions. In the event that DENTSPLY SIRONA elects to terminate the Rebate Program, DENTSPLY SIRONA will provide notice of termination of the Rebate Program to participants via the Rebate Program website, and – in DENTSPLY SIRONA’s sole discretion, in other official communication media and channels reasonably calculated to reach affected participants.

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

<u>CATEGORY</u>	<u>QUALIFYING EQUIPMENT</u>
CAD/CAM Equipment	Primescan, Omnicam, Mills, Speedfire
Extra Oral Imaging	Orthophos, Galileos
Intra Oral Imaging	Schick, Heliodont, SiroCam
Treatment Centers	Intego, Teneo, cabinetry
Lasers & Cameras	SiroLaser, Blue

***Please note, a purchase of spare parts and/or accessories for the above-listed Capital Equipment do not meet the Rebate Program eligibility requirements. Purchases from dealers or distributors outside of the U.S. do not qualify for the Rebate Program. 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 see www.OneDSrewards.com for a complete list of qualifying Capital Equipment.*

5. Qualifying Consumables Purchases. Purchases of the following DENTSPLY SIRONA consumables, either directly from DENTSPLY SIRONA or one of its authorized U.S. Distributors, constitute a qualifying Consumables purchase for Rebate calculation purposes (the “**Consumables**”):

<u>CATEGORY</u>	<u>SPECIAL NOTES</u>
CEREC Consumables	
Clinical Accelerator	Excludes Clinical Accelerators included in Capital Equipment purchases
Endodontics	Excludes Maillefer and Roydent products
Equipment Consumables	Includes CEREC burs, Schick AimRight
Implants	Excludes MIS products
Instruments	Limited to Midwest products

Effective Date: **February 20, 2020**

Orthodontics
Preventive
Restoratives

Limited to the following products: SureSmile, SculptIQ laser, Hurrimix, Drufomat

Excludes Zhermack and Sultan products

****All Lab products are excluded from the Rebate Program (including inLab equipment). Spare parts, accessories, loaner and small equipment demo units (including, but not limited to, Cavitron, handpieces, and Curing Lights) are all excluded. Purchases from dealers or distributors outside of the U.S. do not qualify for the Rebate Program. DENTSPLY SIRONA reserves the right to modify the list of qualifying Consumables at its sole discretion. Please see www.OneDSrewards.com for a complete list of qualifying Consumables.**

6. Rebate Payment Calculations. When Eligible Practices make qualifying purchases of at least \$20,000 in DENTSPLY SIRONA Consumable Products per calendar year (running January 1 through December 31), Eligible Practices may earn Rebates under a single Rebate Plan, as set forth below (the “**Rebate Plans**”):

REBATE PLAN 1

*Owners of DENTSPLY SIRONA Capital Equipment as of
January 1, 2020*

2020: Purchase \$20,000 in Consumables, \$2,000 Rebate
2021: Purchase \$20,000 in Consumables, \$2,000 Rebate
2022: Purchase \$20,000 in Consumables, \$2,000 Rebate

REBATE PLAN 2

*New DENTSPLY SIRONA Capital Equipment Purchased
between January 1 – December 31, 2020 totaling
\$25,000 - \$49,999.99*

2020: Purchase \$20,000 in Consumables, \$2,000 Rebate
2021: Purchase \$20,000 in Consumables, \$2,000 Rebate
2022: Purchase \$20,000 in Consumables, \$2,000 Rebate

REBATE PLAN 3

*New DENTSPLY SIRONA Capital Equipment Purchased
between January 1 – December 31, 2020 totaling
\$50,000 - \$99,999.99*

2020: Purchase \$20,000 in Consumables, \$3,333 Rebate
2021: Purchase \$20,000 in Consumables, \$3,333 Rebate
2022: Purchase \$20,000 in Consumables, \$3,333 Rebate

REBATE PLAN 4

*New DENTSPLY SIRONA Capital Equipment Purchased
between January 1 – December 31, 2020 totaling
\$100,000 and more*

2020: Purchase \$20,000 in Consumables, \$6,666 Rebate
2021: Purchase \$20,000 in Consumables, \$6,666 Rebate
2022: Purchase \$20,000 in Consumables, \$6,666 Rebate

Because the Rebate Plans have different values, which depend on the Eligible Practice’s purchases of DENTSPLY SIRONA Capital Equipment between January 1 and December 31, 2020 – DENTSPLY SIRONA will review Capital Equipment purchases as of December 31, 2020 and determine the level of Rebate Plan for which the Eligible Practice qualifies. Such levels will be calculated based on the actual purchase price paid by the Eligible Practice, net of any discounts given including trade-ups.

Where an Eligible Practice is participating in both the One DS 1.9 program and this Rebate Program – the participant must fulfill the \$20,000 annual consumables spend requirement set forth more fully in the One DS 1.9 program, plus the \$20,000 annual spend required spend under one of the Rebate Plans below to also receive a Rebate under this Rebate Program. In no event shall an Eligible Practice receive more than one Rebate payment on the same consumable purchase.

7. Consumables Purchase Calculations. On or about December 31 of each calendar year, DENTSPLY SIRONA will calculate the total amount of qualifying Consumables purchased by the Eligible Practice over the course of the entire calendar year. DENTSPLY SIRONA calculates Consumables purchase using the actual price paid by the Eligible Practice to the Distributor or to DENTSPLY SIRONA directly. This pricing is net of any discounts or credits that are reported to or offered by DENTSPLY SIRONA. Tax, freight, and other transaction related expenses arising out of a purchase of Consumable products shall not be included in the calculation of the required \$20,000 in Consumable purchases during a calendar year.

For a purchase to qualify in a given calendar year, such product(s) must be ordered and shipped within the applicable calendar year. Products which are purchased, but not shipped until the subsequent calendar year, shall count as a purchase in the year in which the product is received. By way of example, if product is ordered on December 15, 2020, but not shipped until January 5, 2021 – the order will count towards the 2021 purchase requirements. Consumable purchases beyond the required level (\$20,000 per calendar year) shall not roll over or count for the subsequent year’s purchase level requirements.

By participating in the Rebate Program, participants expressly authorize DENTSPLY SIRONA and its authorized Distributors to share the participant’s purchase and account information with one another, in order to ensure proper purchase tracking and Rebate calculation. In the event that DENTSPLY SIRONA has any questions regarding purchases or account history, participants agree to cooperate in a review of such purchase, so as to facilitate validation of any aspect of the Rebate Program. Any Rebates that cannot be verified and/or calculated to the satisfaction of DENTSPLY SIRONA are subject to adjustment, cancellation, disqualification, or revocation at DENTSPLY SIRONA’s sole discretion.

Any Eligible Practice that does not meet the required Consumables purchase level (\$20,000 per calendar year) will be removed from the Rebate Program, effective as of the end of such calendar year. Once a participant has been removed, it is no longer available to earn or receive Rebates for any consecutive calendar years. By way of example, if a practice meets the Consumables purchase

requirements for 2020 but fails to meet the levels for 2021 – such participant is not eligible to receive Rebates for 2021 or 2022.

8. Product Returns. Where a participant returns or exchanges either a Capital Equipment or Consumable purchase, such returns shall be factored into the Rebate calculations (set forth below). For example, in the event of a return of the Capital Equipment that would have qualified the participant as an Eligible Practice under the Rebate Program, unless and until such participant purchases additional Capital Equipment that would independently meet the eligibility requirements set forth above, such participant shall not qualify to receive Rebates under the Rebate Program. Similarly, if an Eligible Practice returns purchased Consumables that would have qualified such practice to earn Rebates, such Rebates will be forfeit by the participant. Where the return of products happens after the close of the applicable calendar year, and the Rebate payment has already been issued to the participant, the forfeit Rebate will be automatically deducted from the account that was used for the purchase(s) or billed to the participant.

9. Rebate Payment Terms. Rebates that have been earned pursuant to the Rebate Program will be automatically issued to the Eligible Practice within 90 days following the end of the calendar year. Where a qualifying Treatment Center order was not invoiced until up to 120 days after the order was submitted, DENTSPLY SIRONA will process any Rebate payments within 60 days after invoice. Checks will be made out to the Eligible Practice name and address on file with DENTSPLY SIRONA.

Each Eligible Practice is responsible for ensuring its contact information on file with DENTSPLY SIRONA is correct, so as to facilitate issuance of Rebate payments in a timely and accurate manner. Rebates cannot be assigned, exchanged, sold, traded, bartered, gifted or otherwise transferred. DENTSPLY SIRONA is not liable for lost or stolen Rebate payments issued hereunder.

Eligible Practices receiving a Rebate payment will be solely responsible for any and all tax liability arising out of any benefits received in connection with the Rebate Program.

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 (including all Rebates) as discounts 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).

10. Price Guarantee. Eligible Practices who have qualified for a Rebate under Rebate Plans 2, 3, or 4 for the 2020 calendar year also qualify for a price guarantee limited to the 2020 calendar year (“**Price Guarantee**”). In the event the Eligible Practice has purchased new Capital Equipment and the price of such equipment subsequently changes (before December 31, 2020) – the Eligible Practice may submit a request to UnitedStates-loyaltyprogram@dentsplysirona.com, SUBJECT: Price Guarantee Request, to receive the difference between the actual price paid by the Customer (net of any discounts, credits, and other promotions received by the Eligible Practice) and the price being advertised on the same Capital Equipment. The Price Guarantee applies to new Capital Equipment for sale through the same Distributor from whom the Eligible Practice purchased its Capital Equipment. The Price Guarantee does not qualify on sales of refurbished or used equipment. The lower price must also include shipping/handling costs and sales tax, and the Capital Equipment must be in stock and available for immediate shipment. The Price Guarantee does not apply to discontinued items. DENTSPLY SIRONA will not match rewards, points, cash back, or other loyalty programs offered by a Distributor in reaching such lower pricing levels. Proof of lower price on the exact item including options is required prior to issuance of the payment to the Eligible Practice. Price matching is limited to one Price Guarantee per item per Eligible Practice. Guarantee only applies to products purchased for direct use, not resale or commercial purpose.

11. Additional Terms. DENTSPLY SIRONA reserves the right to prohibit the application of the Rebate 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 Rebate website or hosted on an alternative website and may either be related or unrelated to the Rebate 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-Rebate Program websites, those websites’ terms and conditions.

DENTSPLY SIRONA will not be liable for the failure of any Rebate payments to be accurately issued or applied for any reason, including, but not limited to, any technical malfunction or other problems relating to any network, computer system, servers, access providers, computer equipment or software.

DENTSPLY SIRONA reserves the right, in its sole and absolute discretion, to (i) investigate, invalidate, and revoke any Rebate payments we deem to have been awarded 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 Rebate Terms and Conditions and (ii) bar further Rebates from being issued to any and all accounts of any participants associated with any such violations or actual or suspected fraudulent or dishonest activity.

If an Eligible Practice’s account with DENTSPLY SIRONA is suspended or terminated for any reason, including failure to pay in accordance with any terms of sale between such participant and DENTSPLY SIRONA, DENTSPLY SIRONA can require that any Rebates be first applied to past-due amounts or that the Rebate be forfeit in total.

12. Privacy/Communications. By participating in the Rebate Program, participants agree to receive e-mail, phone, and/or mail communications from DENTSPLY SIRONA regarding the Rebate Program, including without limitation, communications regarding

the Rebate Program, as well as opportunities relating to the Rebate Program. DENTSPLY SIRONA, or an authorized agent, will provide monthly status updates to Rebate Program participants in order provide visibility of the participant's progress towards meeting purchase and other eligibility requirements. Participants expressly acknowledge and agree that DENTSPLY SIRONA is permitted to share purchasing levels and account information with its Distributors for the purpose of facilitating and promoting the Rebate Program.

Participants in the Rebate Program understand and agree that in order to offer the Rebate Program, DENTSPLY SIRONA may collect and use personally identifiable information about the Participant. DENTSPLY SIRONA may use such personally identifiable information for marketing purposes and share it with DENTSPLY SIRONA's marketing service suppliers for that purpose. DENTSPLY SIRONA has contracted with a third party, Lanmark360, for the administration of this Rebate Program and may additionally share contact information with participating Distributors for communication and promotional purposes relating to the Program. All information gathered by DENTSPLY SIRONA will be shared with Lanmark360 or participating Distributors, for the limited purposes of administering/promoting this Program. In all other ways 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>).

13. Rebate 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 REBATE PROGRAM BENEFITS RECEIVED THROUGH THE PROGRAM, MERGE THE PROGRAM WITH ANOTHER REWARDS PROGRAM, OR TO ADJUST HOW REBATES ARE EARNED, CALCULATED OR REDEEMED. IT IS POSSIBLE THAT YOU MAY LOSE REBATES AS A RESULT OF FUTURE REBATE PROGRAM CHANGES OR IF WE DISCONTINUE THE REBATE PROGRAM OR MERGE THE REBATE PROGRAM INTO ANOTHER REWARDS PROGRAM. IF WE MAKE CHANGES, WE WILL POST THE AMENDED REBATE 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 REBATE PROGRAM TERMS AND CONDITIONS WILL BE EFFECTIVE IMMEDIATELY AND YOUR CONTINUED PARTICIPATION IN THE REBATE PROGRAM AFTER THE AMENDED REBATE PROGRAM TERMS AND CONDITIONS ARE POSTED WILL CONFIRM YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO THE AMENDED REBATE PROGRAM TERMS AND CONDITIONS, YOU MUST OPT OUT OF THE REBATE PROGRAM BY CONTACTING DENTSPLY SIRONA AT UnitedStates-loyaltyprogram@dentsplysirona.com YOU AGREE THAT DENTSPLY SIRONA WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION, OR TERMINATION OF THE REBATE PROGRAM AND YOU AGREE TO BE BOUND BY ALL DECISIONS OF DENTSPLY SIRONA REGARDING THE INTERPRETATION OF THESE TERMS AND CONDITIONS.

14. Dispute Resolution. Any disputes related to these Rebate 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 Rebate 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 Rebate Program Terms and Conditions, or the rights and obligations of each the participants and DENTSPLY SIRONA in connection with the Rebate 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.

15. Miscellaneous. If any provision of these Rebate Program Terms and Conditions is, for any reason, held to be invalid or unenforceable, the other provisions of these Rebate 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 Rebate 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 Rebate 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 Rebate Program Terms and Conditions. Any assignment or transfer in violation of the foregoing is void. These Rebate Terms and Conditions are the final, complete and exclusive Rebate 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. If you are dissatisfied with any aspect of the Rebate Program at any time, your sole and exclusive remedy is to cease participating in the Rebate Program.

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 Rebate 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 Rebate Program, including without limitation, all risks associated with purchase, installation and maintenance of Capital Equipment subject to this program. 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 Rebate Program, including the installation and maintenance of Capital Equipment, associated parts, and consumables subject to this program, other than those caused by the willful or gross negligent acts or omissions of DENTSPLY SIRONA.

16. Questions. Questions pertaining to the Rebate Program (e.g., how to participate, account status) should be directed to a DENTSPLY SIRONA field sales representative or to UnitedStates-loyaltyprogram@dentsplysirona.com. DENTSPLY SIRONA can be contacted at 13320-B Ballantyne Corporate Place, Charlotte, NC 28277.