

## **Patterson Dental Order Terms and Conditions (“Order”)**

1. Order Placement. Patterson Technology Center, Inc. through its subsidiary, Patterson Dental Supply, Inc. (“Patterson”), administers and offers, through Revenue Well Systems, LLC (“RevenueWell”) marketing services (“Services”) for your practice.
2. Fees. During the term of this Order, Patterson will bill Customer for Services on a monthly basis (“Monthly Fees”).
  - REVENUEWELL FORMS SET UP FEE - ~~\$399~~ (waived) One Time Per Location
  - REVENUEWELL FORMS ADD-ON SUBSCRIPTION - \$79 Monthly Recurring Per Location

If Customer fails to make any payment when due, Customer will pay a late charge not to exceed the lesser of 1.5% per month of the late payment or the maximum lawful amount.

3. Fee Changes. Fees are subject to change with sixty (60) days’ advance written notice.
4. Term. The initial term of this Order is one (1) month beginning on the date of Services activation (the “Initial Term”). At the expiration of the Initial Term, this Order shall automatically renew for successive one (1) month terms (each, a “Renewal Term”), unless either party provides the other party with notice of its intent not to renew this Order at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and any Renewal Terms are collectively referred to as the “Term”.
5. Termination. This Order may be terminated by Customer by calling Patterson at 1-800-294-8504 to cancel and ceasing use of the Services; Customer will be billed for any month during which any portion of the Services are used. This Order and the Services offered hereunder will terminate in the event Customer’s agreement to the RevenueWell Terms and Conditions is terminated pursuant to its terms. This Order is effective until terminated. Patterson may terminate this Order upon thirty (30) days advance written notice if it elects to cease offering the Services or effective immediately if Customer fails to pay any amount owing to Patterson or fails to comply with any term of this Order. All provisions of this Order relating to disclaimers of warranties, limitation of liability, remedies, or damages, and Patterson's proprietary rights shall survive its termination.
6. Disclaimer of Warranty. PATTERSON MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THESE SERVICES FOR CUSTOMER, AND MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. Disclaimer of Liability. IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY: (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE. WITHOUT LIMITATION OF THE FOREGOING, PATTERSON SHALL HAVE NO LIABILITY FOR LOSS OF DATA HOWEVER CAUSED AND PATTERSON SHALL HAVE NO LIABILITY FOR DAMAGE CAUSED BY MALICIOUS SOFTWARE, AND WHETHER OR NOT PREVENTED OR PREVENTABLE BY ANTI-VIRUS OR INTRUSION PROTECTION SOFTWARE ACQUIRED FROM PATTERSON.
8. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ORDER, PATTERSON'S CUMULATIVE LIABILITY UNDER THIS ORDER, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE FEES PAID BY CUSTOMER TO PATTERSON FOR THE SERVICES. MOREOVER, THE CUMULATIVE LIABILITY OF A THIRD PARTY SOFTWARE PROVIDER REVENUE WELL SYSTEMS LLC, OWNER OF THE SOFTWARE USED IN OBTAINING THE SERVICES, SHALL BE LIMITED AS PROVIDED IN THE SOFTWARE LICENSE AGREEMENT APPLICABLE TO USE OF THAT SOFTWARE.

9. GOVERNING LAW. THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, WITHOUT REGARD TO ITS PROVISIONS ON CONFLICTS OF LAW.
10. Data Back-Up and Confirmation. Customer shall keep up-to-date backup copies of all of its data for recovery purposes. Patterson shall have no liability for any loss of data arising out of the provision of Services to Customer, including but not limited to losses arising from the installation of upgrades or error corrections provided by Patterson. In all circumstances, Customer, and not Patterson, is responsible for ensuring that Customer's data is accurately and regularly backed up.
11. Incorporation of the RevenueWell Master Subscription Agreement. This Order specifically includes and incorporates the RevenueWell Master Subscription Agreement found at <http://www.revenuewell.com/legal/MSA/> (the "Terms and Conditions"). Customer acknowledges and agrees that the Terms and Conditions are a part of this Order. Customer further acknowledges and agrees that the Terms and Conditions are subject to change at RevenueWell's sole discretion with notice provided to Customer as set forth in the Terms and Conditions.
12. Electronic Signature. Signatures to this Order may be electronic, and any signature obtained in this manner shall be considered appropriately authorized, legally binding and original.