



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the non-standard agreement with Patterson Dental Supply, Inc. for the software subscription services in the Dental Hygiene and Dental Assisting Program. Fiscal Impact: Estimated \$1,434.00 (cumulative \$4,182.00)

Presenter(s): Jamonica Rolle, College Provost and Senior Vice President

What is the purpose of this contract and why is it needed? The purpose of this contract is maintenance services for the Dental Assisting and Dental hygiene students in the dental clinic. The software maintenance which Patterson Dental Supply, Inc. will provide to Broward College is for the Fiscal Year (FY) 2024-2025. The service period will cover the time frame of May 10, 2024 to May 13, 2025 on-an-as-needed-basis.

What procurement process or bid waiver was used and why? Small purchase for Category One (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there is no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. One quote was obtained by the requesting department to identify the best value for the required.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, This is projected for fiscal year 2024-2025.

What fund, cost center and line item(s) were used? FD100, CC0354, CC0092, 62500:Repairs & Maintenance.

Has Broward College used this vendor before for these products or services? Yes, with a purchase order.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? The expected benefits of having these services, such as: Software support, Software upgrades, Unlimited phone support and Assistance with software errors.

Was that return on investment not met, met, or exceeded and how? The return on investment will be met, benefits of service include, software support and upgrades, reduced repair costs due to preventive maintenance and avoiding the cost of new equipment.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? The service contract helps maintain the software updates which are important to ensure compatibility, protect data, improve performance and to prevent technology disruption or security flaws.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office? The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Board Item

Meeting of January 14, 2025

Description: \$1,434.00 Worktags FD100, BU020, CC0354, CC0092, PG000065, PG000051

06/25/24 CC0092 · Dental Science (\$717.00)

06/25/24 CC0354 · Dental Hygiene (\$717.00)

TOTAL: (\$1,434.00)

Jo Anderson

Jo Anderson

7/11/2024






























APPROVAL PATH: 12231 Patterson Dental Supply, Inc. (SubscriptionSoftware Maintenance Renewal)
 FY2024-2025

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

| Stage | Reviewer | Description | Due Date | Status |  |
|-------|-------------------------------------|---|-------------------|---|---|
| 1 | Nora Powell | Dean Review | |  Completed |  |
| 2 | Jamonica Rolle | Vice Provost Review | |  Completed |  |
| 3 | Alina Gonzalez | Review | |  Completed |  |
| 4 | Raj Mettai | Review | |  Completed |  |
| 5 | Jeffrey Nasse | Provost and SVP of Academic Affair | |  Completed |  |
| 6 | Natalia Triana-Aristizabal | Contracts Coordinator | |  Completed |  |
| 7 | Zaida Riollano | Procurement Approval | |  Completed |  |
| 8 | Rabia Azhar | CFO Review | |  Completed |  |
| 8 | Christine Sims | Budget Departmental Review | |  Completed |  |
| 8 | Legal Services Review Group | Review and Approval for Form and | |  Completed |  |
| 9 | Electronic Signature(s) | Signatures obtained via DocuSig  | |  Completed |  |
| 10 | Pending Counter-Signature(s) | Review | |  Completed |  |
| 11 | Natalia Triana-Aristizabal | Contracts Coordinator | |  Completed |  |
| 12 | Board Clerk | Agenda Preparation | |  Pending | |
| 13 | District Board of Trustees | Meeting | 01/14/25 11:00 AM |  Pending | |

A faded background image of a modern dental office. It shows a dental chair, a computer monitor displaying a dental X-ray, a large window with a view of a building and trees, and various dental equipment like a handpiece and a control panel.

PATTERSON DENTAL PROPOSAL

PREPARED FOR
BROWARD COLLEGE - PO

YOUR SPECIALIST:
CHRISTOPHER RUETER
christopher.rueter@pattersoncompanies.com



We're with you every step of the way.

Patterson provides trusted expertise and the most responsive support for all your product, technology, and service needs. We help you build a productive, modern practice and keep it running smoothly.

SERVICE EXCELLENCE

Responsive service and support to keep your practice running smoothly



UNRIVALED EXPERTISE

Network of dedicated experts ready to support you



DEDICATED PEOPLE

Customer-first philosophy; committed community partners



EASY AND CONVENIENT

We make it easy to do business



BUSINESS SOLUTIONS

Innovation made possible in every practice



Product Proposal

Confidential

Customer Name: BROWARD COLLEGE - PO

Branch: South Florida (D)

Customer Number: 200085783

Territory Rep: Christopher Rueter

Address: (**SVC PO #003589**)

Email: CHRISTOPHER.RUETER@PATTERSONCOMPANIES.COM

3501 SW DAVIE RD, BLDG 23

Your Specialist: Christopher Rueter

DAVIE FL 33314-1604 US

Email: CHRISTOPHER.RUETER@PATTERSONCOMPANIES.COM

Phone: (954) 201-6989

Date Proposed: 08/08/2024

Fax: (954) 201-7330

Quote Good Thru: 10/31/2024

| Product# | Vendor | Description | Unit | Qty | Retail Price | Sell Price | Total |
|----------|--------|-----------------------|------|-----|--------------------------------|------------|--------------|
| 73179157 | EAGLES | SPRT CLINICAL MONTHLY | EA | 12 | \$239.00 | \$119.50 | \$1,434.00 |
| | | | | | Total Retail: | | \$2,868.00 |
| | | | | | Total Discount: | | (\$1,434.00) |
| | | | | | Subtotal: | | \$1,434.00 |
| | | | | | Order Total Retail | | \$2,868.00 |
| | | | | | Order Total Discount | | (\$1,434.00) |
| | | | | | Order Subtotal | | \$1,434.00 |
| | | | | | State Tax | | \$0.00 |
| | | | | | Local Tax | | \$0.00 |
| | | | | | Purchase Price: | | \$1,434.00 |
| | | | | | Less Downpayment: | | \$0.00 |
| | | | | | Balance due on invoice: | | \$1,434.00 |

The prices in this proposal will remain in effect until the earlier of the expiration date set forth above or a manufacturer price increase. If Customer is applying for credit with Patterson Dental Supply, Inc., a Minnesota corporation ("Patterson"), Customer's order will not be binding on Patterson, even if Patterson has signed below, until Patterson, in its sole discretion, approves Customer's credit. Any sales tax and shipping/handling charges in this order are estimates, Patterson will invoice, and Customer agrees to pay, all applicable shipping/handling charges and taxes and other governmental charges.

Notice Relating to Discounting Practices: The pricing for products provided herein may reflect or be subject to rebates, credits, vouchers, or discounts or other price reductions (collectively, discounts), which customer may be obligated under federal law to report to Medicare, Medicaid or other state, federal or other payers, and to make this information available to these entities for review.

Schedules

GENERAL TERMS AND CONDITIONS

PATTERSON SOFTWARE LICENSE

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the undersigned within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is FDIC, 2345 Grand Avenue, Kansas City, MO 64108.

By signing below, Customer contracts for the products and services specified in this Order on the terms contained in the schedules identified below (the "Schedules"). Customer acknowledges receipt of a copy of this Order and the Schedules (together, "this Agreement"). Customer agrees to be bound by the terms of this Agreement, including the WARRANTY LIMITATIONS.

BROWARD COLLEGE - PO

225 E LAS OLAS BLVD
FT LAUDERDALE , FL 33301-2208

PATTERSON DENTAL SUPPLY, INC.

1031 MENDOTA HEIGHTS ROAD
ST. PAUL , MN 55120

Signed by:

Donald Astrab

Signature _____
8DD41D98CFDA4F4...

Donald Astrab

(Print Name)

Title Interim President

Date 11/5/2024

Signature _____

(Print Name)

Title _____

Date _____

GENERAL TERMS AND CONDITIONS

1. **Order.** Customer hereby authorizes Patterson to procure and deliver the products and services described in the Order. Customer may cancel this Order only with the written consent of Patterson and the payment of reasonable cancellation charges.
2. **Payment.** Payment in full is due on or before delivery unless otherwise expressly provided in the Order or in a separate written agreement between Patterson and Customer. In the event Customer accepts partial delivery, Customer shall make a corresponding partial payment. 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. Customer agrees to pay all shipping and handling charges and all taxes and other charges of any kind imposed by any governmental entity in respect of this Agreement. To secure payment of amounts due, Customer grants Patterson a purchase money security interest in all equipment described in the Order.
3. **UCC Filings.** In the event Customer's payment method is anything other than payment in full prior to delivery, Customer hereby irrevocably appoints Patterson as its attorney-in-fact, with full authority in place of the Customer and in the name of the Customer or otherwise, to file a financing statement and any other documents necessary to perfect and attach Patterson's security interest and lien in and against the equipment described in the Order.
4. **Business Purpose.** Customer represents and warrants that Customer will use all products ordered from Patterson solely in the operation of its business (and not for any personal, household or family purpose), for the purpose intended, and at the permitted location(s).
5. **Force Majeure.** Patterson shall not be liable for failure to deliver or delays in delivery or performance due to causes beyond its reasonable control including without limitation delays in manufacture or transportation, acts of Customer or others acting for or on behalf of Customer, strikes or other labor difficulties, governmental controls or actions, acts of God or other casualties and the effects of any pandemic or epidemic. In the event of such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the failure or delay.
6. **No Waiver.** Any representation, affirmation of fact, course of dealing, usage of trade, promise or condition in connection with this Agreement not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Patterson. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
7. **Identity of Customer.** If the veterinarian, dentist, or other individual who signed the Order (the "signer") operates his or her veterinary or dental practice or business as a corporation, partnership or other legal entity, "Customer" as used in this Agreement means the legal entity. The signer shall be deemed to have signed the Order on behalf of that legal entity with the intention and authority to bind it.
8. **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, AND 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.
9. **Customer Obligations.**
 - (a) **Cooperation.** Customer shall provide Patterson all data, information and cooperation Patterson deems necessary for the performance of Patterson's obligations under this Agreement. Patterson shall have no liability for any delay in the performance of Patterson's obligations resulting from Customer's failure to provide data or information or to cooperate.
 - (b) **Data Security & PCI Standards.** Patterson has used commercially reasonable efforts to ensure that any products described in the Order that are subject to Payment Card Industry Data Security Standards (PCI DSS) comply as of the date of this Agreement with PCI DSS. In its use of such products, Customer shall comply with Customer's obligations under PCI DSS and other applicable data protection standards.
 - (c) **Compliance with Law.** Customer shall comply with all laws and contractual obligations, including requirements of insurers, credit card issuers and other third party service providers, applicable to Customer's use of any product described in the Order. Such laws and obligations include, but are not limited to, state and federal statutes, rules and regulations governing record retention, billing error resolution, confidentiality, data privacy and security, and claims and payment processing; state Medicaid rules and regulations restricting access to and use of eligibility information; rules and regulations of the federal Department of Health and Human Services; and PCI DSS.
 - (d) **Use in Accordance with Specifications.** Customer shall use the products described in the Order in accordance with the operator and user guides and other manuals and technical information and specifications, whether in hard copy, electronic or other format, furnished by Patterson to Customer.
 - (e) **Indemnification.** Patterson shall have no liability for Customer's failure to comply with its obligations under this Section 8. Customer shall defend, indemnify and hold harmless Patterson from and against any loss or damage, including outside and in-house attorneys' fees, resulting from Customer's breach or claimed breach of any such obligation.
10. **Data Privacy.** Processing and fulfillment of this Order, including products and services, shipped by, managed, or supplied, in whole or in part, by a third party may require the sharing of your personal information, including but not limited to your name, business name, and contact information (collectively, "personal information") with one of our trusted third parties. Customer acknowledges that once this personal information is shared with the third party, it may be processed in accordance with the terms and conditions of the third party's privacy policy. Patterson will process your personal information in accordance with our Global Privacy Notice (available at <https://www.pattersoncompanies.com/privacy-policy>).
11. **Miscellaneous.** This Agreement shall be governed by the laws of the state of Minnesota. Customer expressly consents to the personal and subject matter jurisdiction of the courts of Minnesota. This Agreement and any other written agreement between Patterson and Customer expressly referenced in this Agreement constitute the entire agreement between the parties as to the subject matter of this Agreement and supersede all other communications, oral or written. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

PATTERSON SOFTWARE LICENSE

1. NATURE OF SOFTWARE RIGHTS. Customer is purchasing a limited, revocable, non-transferrable, non-sublicensable, nonexclusive license to access and use the software described on the Order, subject to Customer's acceptance of the software end user license agreement applicable to the software product at the time of account activation ("Software License Agreement") and the terms and conditions in this Order. Customer is not purchasing the software. The provisions of this Agreement cover Eaglesoft®, FUSE®, CAESY®, and other Patterson proprietary software itemized on the Order, together with user manuals, operating instructions and other related documentation (collectively, the "Patterson Software"). Customer is deemed to accept the Patterson Software on delivery. To assist in Customer's purchase of the Patterson Software, Patterson will assign a primary relationship manager to assist in Customer's initial setup. In addition, Customer agrees to assign a single point of contact for Patterson to address any account issues.

2. THIRD PARTY SERVICES. Software covered by the Order that is not Patterson Software is licensed to Customer under the terms of the separate license agreement (s), if any, applicable to such software delivered to Customer; it is not licensed to Customer by Patterson ("Third Party Services"). For any Third Party Services that Customer is accessing or using through the Patterson Software, Customer also agrees to accept and be bound by the terms, conditions and use restrictions related to such Third Party Services and to pay Patterson any applicable fees related to Customer's enrollment through Patterson into such services. The terms, conditions and use restrictions related to Third Party Services are posted in third party end user license agreements (EULAs) that are accessible directly from such Third Party Services, online, or at any time through Customer's Patterson Software account.

3. ACCEPTANCE. Customer represents and warrants that the person signing this form has authority to enter into the Software License Agreement on behalf of all authorized users of the Patterson Software, and the entity on whose such users are acting, and such entity is hereby legally bound to this Software License Agreement.

4. TRIAL SERVICES. If Customer is acquiring a test or trial license to the Patterson Software ("Trial Software"), then Customer hereby agrees on behalf of itself and all users of the Trial Software to the following terms and conditions:

- a) Patterson grants Customer a non-exclusive, temporary license to the Trial Software solely for Customer internal business purposes in evaluating the Trial Software in a test environment. Customer may not copy, distribute, or reverse engineer the Trial Software, or expose it to any harmful code, harvest or collect any data contained therein, circumvent any security or access control device, or allow any interfacing with or data sharing access to the Trial Software.
- b) The Trial Software is not intended to be used with real patient data or Customer's confidential information. Do not enter any patient data, personal health information, personally identifiable information or other confidential information into the Trial Software.
- c) The term of use of the Trial Software shall commence upon Customer's first use of the Trial Software and continue until the expiration of the trial period as determined by Patterson. Patterson may terminate Customer's use of the Trial Software at any time for any reason.
- d) THE TRIAL SOFTWARE IS PROVIDED "AS IS" AND PATTERSON HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PATTERSON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PATTERSON MAKES NO WARRANTY OF ANY KIND THAT THE PATTERSON SOFTWARE, INTELLECTUAL PROPERTY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. PATTERSON IS NOT ENGAGED IN THE PERFORMANCE OR DELIVERY OF DENTAL, MEDICAL, OR HEALTH CARE SERVICES.
- e) IN NO EVENT WILL PATTERSON BE LIABLE, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, STATUTORY, EXEMPLORY, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT WILL PATTERSON'S CUMULATIVE AGREGATE LIABILITY, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, EXCEED TEN DOLLARS. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ANY CLAIMS MADE AGAINST PATTERSON MUST BE MADE NO LATER THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE.
- f) Customer shall defend, indemnify and hold harmless Patterson, its affiliates, directors, officers, employees, third party licensors or agents from and against any and all claims, suits, actions, liability, loss, costs, demands, damages or expenses, including attorneys' fees, resulting from, relating to, or in any way connected with any claim against Patterson arising or resulting from Customer's use of, or access to, the Trial Software



PATTERSON DENTAL PROPOSAL

PREPARED FOR
BROWARD COLLEGE - PO

YOUR SPECIALIST:
CHRISTOPHER RUETER
christopher.rueter@pattersoncompanies.com



We're with you every step of the way.

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SERVICE EXCELLENCE

Responsive service and support to keep your practice running smoothly



UNRIVALED EXPERTISE

Network of dedicated experts ready to support you



DEDICATED PEOPLE

Customer-first philosophy; committed community partners



EASY AND CONVENIENT

We make it easy to do business



BUSINESS SOLUTIONS

Innovation made possible in every practice



Product Proposal

Confidential

| | |
|-------------------------------------|--|
| Customer Name: BROWARD COLLEGE - PO | Branch: South Florida (D) |
| Customer Number: 200085783 | Territory Rep: Christopher Rueter |
| Address: (**SVC PO #003589**) | Email: CHRISTOPHER.RUETER@PATTERSONCOMPANIES.COM |
| 3501 SW DAVIE RD, BLDG 23 | Your Specialist: Christopher Rueter |
| DAVIE FL 33314-1604 US | Email: CHRISTOPHER.RUETER@PATTERSONCOMPANIES.COM |
| Phone: (954) 201-6989 | Date Proposed: 08/08/2024 |
| Fax: (954) 201-7330 | Quote Good Thru: 10/31/2024 |

| Product# | Vendor | Description | Unit | Qty | Retail Price | Sell Price | Total |
|----------|--------|-----------------------|------|-----|--------------------------------|------------|--------------|
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| | | | | | Total Discount: | | (\$1,434.00) |
| | | | | | Subtotal: | | \$1,434.00 |
| | | | | | Order Total Retail | | \$2,868.00 |
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| | | | | | State Tax | | \$0.00 |
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Schedules

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BROWARD COLLEGE - PO

225 E LAS OLAS BLVD
FT LAUDERDALE , FL 33301-2208

PATTERSON DENTAL SUPPLY, INC.

1031 MENDOTA HEIGHTS ROAD
ST. PAUL , MN 55120

Signature _____

(Print Name)

Title _____

Date _____

Signature _____

(Print Name)

Title Service Club Specialist

Date 12/06/2024 | 12:41:51 PM CST

Signed by:
Christopher Ruter
CC888FD141F34C1...

GENERAL TERMS AND CONDITIONS

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6. **No Waiver.** Any representation, affirmation of fact, course of dealing, usage of trade, promise or condition in connection with this Agreement not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Patterson. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
7. **Identity of Customer.** If the veterinarian, dentist, or other individual who signed the Order (the "signer") operates his or her veterinary or dental practice or business as a corporation, partnership or other legal entity, "Customer" as used in this Agreement means the legal entity. The signer shall be deemed to have signed the Order on behalf of that legal entity with the intention and authority to bind it.
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 - (c) **Compliance with Law.** Customer shall comply with all laws and contractual obligations, including requirements of insurers, credit card issuers and other third party service providers, applicable to Customer's use of any product described in the Order. Such laws and obligations include, but are not limited to, state and federal statutes, rules and regulations governing record retention, billing error resolution, confidentiality, data privacy and security, and claims and payment processing; state Medicaid rules and regulations restricting access to and use of eligibility information; rules and regulations of the federal Department of Health and Human Services; and PCI DSS.
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 - (e) **Indemnification.** Patterson shall have no liability for Customer's failure to comply with its obligations under this Section 8. Customer shall defend, indemnify and hold harmless Patterson from and against any loss or damage, including outside and in-house attorneys' fees, resulting from Customer's breach or claimed breach of any such obligation.
10. **Data Privacy.** Processing and fulfillment of this Order, including products and services, shipped by, managed, or supplied, in whole or in part, by a third party may require the sharing of your personal information, including but not limited to your name, business name, and contact information (collectively, "personal information") with one of our trusted third parties. Customer acknowledges that once this personal information is shared with the third party, it may be processed in accordance with the terms and conditions of the third party's privacy policy. Patterson will process your personal information in accordance with our Global Privacy Notice (available at <https://www.pattersoncompanies.com/privacy-policy>).
11. **Miscellaneous.** This Agreement shall be governed by the laws of the state of Minnesota. Customer expressly consents to the personal and subject matter jurisdiction of the courts of Minnesota. This Agreement and any other written agreement between Patterson and Customer expressly referenced in this Agreement constitute the entire agreement between the parties as to the subject matter of this Agreement and supersede all other communications, oral or written. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

PATTERSON SOFTWARE LICENSE

1. **NATURE OF SOFTWARE RIGHTS.** Customer is purchasing a limited, revocable, non-transferrable, non-sublicensable, nonexclusive license to access and use the software described on the Order, subject to Customer's acceptance of the software end user license agreement applicable to the software product at the time of account activation ("Software License Agreement") and the terms and conditions in this Order. Customer is not purchasing the software. The provisions of this Agreement cover Eaglesoft®, FUSE®, CAESY®, and other Patterson proprietary software itemized on the Order, together with user manuals, operating instructions and other related documentation (collectively, the "Patterson Software"). Customer is deemed to accept the Patterson Software on delivery. To assist in Customer's purchase of the Patterson Software, Patterson will assign a primary relationship manager to assist in Customer's initial setup. In addition, Customer agrees to assign a single point of contact for Patterson to address any account issues.

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