

End-User License Agreement DVM Manager

Responsibilities of the Licensee/Customer

What are your Responsibilities?

1. You must establish and maintain suitable data security procedures to assure the integrity of your electronic database. These include but are not limited to the regular and systematic backup of your data files and their storage in a safe place.

2. You must see that all who operate the licensed software receive sufficient instruction or demonstrate adequate knowledge of its procedures, commands, and operations.

3. You must monitor the on-going operation of the licensed software to determine any possible errors or defects in the system hardware and/or software, to promptly notify Technical Support of those that may pertain to its software, and to act to limit any loss or damages that might ensue therefrom. (To reach Technical Support, dial 1-800-827-2243)

4. You must not give machine readable copies of our software to friends or colleagues. If we discover an unauthorized copy of your software, we can terminate this license agreement within 10 days written notice. We appreciate your enthusiasm for our product. But we do want a chance to send them a copy of their own. Just call our sales Hot-Line at 1-800-827-4243. We have free demonstration software that we will happily send to any qualified veterinary office. Do not let others use our software and its accompanying proprietary material for their commercial gain outside of the scope of this agreement.

5. You are eligible to subscribe to a Software Assurance plan only within 90 days subsequent to signing this license agreement. Should you opt not to subscribe, you must purchase software upgrades thereafter at the prevailing retail prices.

6. Unless otherwise stated herein, you must approach the manufacturer for equipment maintenance or warranty service. Should we (BUTLER ANIMAL HEALTH SUPPLY, LLC) fail to offer a hardware or equipment service program, we hereby assign to you all of our rights with respect to the warranties of the equipment manufacturer. We do not license or support third party software or operating systems. If you encounter difficulty with these while using DVM Manager Software, we would

like to know. But we may not be able to do anything to help. In which case, you must approach the manufacturer of these products for resolution.

What will we do to assist you?

1. Extended FREE access to phone support beyond the initial term is available only to participants of a Software Assurance Plan. Terms of the Software Assurance Plan are defined in the Annual Software Assurance Agreement. We welcome your calls. However, we ask that you designate a System Manager for your clinic.
2. We will notify you when a significant enhancement to the DVM Manager™ software is scheduled for release. If you participate in a Software Assurance Plan, you will receive a copy of each release at no additional charge. Otherwise, they are available at retail price.

Customer/Software Licensee

I have read and understand this agreement. In the event that legal action must be taken to enforce it, the defaulting party shall pay attorney fees and court costs. The laws of the state of Ohio shall govern this agreement and the parties hereby submit to the exclusive jurisdiction of the state and federal courts of Ohio. Customer waives any rights within any other jurisdiction to require that legal action regarding this agreement take place elsewhere.

"No Nonsense" Software License and Hardware Sale Agreement

What is being licensed?

The software we license, owned by BUTLER ANIMAL HEALTH SUPPLY, LLC, in its machine readable form is merely a set of procedures that can be applied in combination with suitable hardware and disk operating systems (DOS) software to automate, accelerate or simplify a variety of information intensive tasks in a typical veterinary office. It is your responsibility to apply it to fit your particular purpose. While we sincerely want you to get the utmost value from our product, we cannot be responsible for limits imposed on its performance by your choice (or lack) of computer hardware or

operating system software. We urge you to read the tasks and responsibilities that you assume with this software license as shown on the front and back of this form.

What are the terms of this Software license?

Our software is protected by both United States and International Treaty provisions. All machine readable information on its distribution disks are copyrighted, along with any accompanying printed manual, which are made available for your use solely under the terms of this license. All rights to the reproduction and distribution of these materials are reserved. We license the software for your use under the conditions that:

1. You must restrict the use of each licensed machine-readable copy of our software to a single location as specified in your written license agreement.

2. You must read and agree to the responsibilities and tasks of this document which is governed by Ohio Law. This is the entire agreement between you and DVM Manager (BUTLER ANIMAL HEALTH SUPPLY, LLC). It supersedes all oral or written agreements. Should you wish to assign your rights and responsibilities under this license, you must obtain our written permission. This license may be transferred by Licensee to a third party with BUTLER ANIMAL HEALTH SUPPLY, LLC's written permission only if Licensee is enrolled in a software assurance plan.

3. You must understand that we make no representations or warranties, express or implied, including those of merchantability or fitness for any particular purpose, as to equipment, software or performance. Under no circumstances shall BUTLER ANIMAL HEALTH SUPPLY, LLC be held liable for any loss of profits or revenue that follow from the license, purchase and use of any product or service. Nor shall BUTLER ANIMAL HEALTH SUPPLY, LLC be held liable for any special, consequential, incidental, punitive or exemplary damages incurred or suffered by you even if BUTLER ANIMAL HEALTH SUPPLY, LLC has been advised of the possibility of such loss or damages. You shall indemnify and hold BUTLER ANIMAL HEALTH SUPPLY, LLC harmless from costs, expenses, or liability resulting from any claim based on your use or possession of the licensed materials. All software and hardware sales are final.

What about Delivery, Installation and Training?

We will deliver to you a copy of each licensed software product in machine-readable form with all appurtenant files, tutorials and operations guide, and any supporting hardware or software items or

services listed on your written license agreement. Outside of factors beyond our control, we will deliver these in as timely and efficient a manner as is economically possible for us. Orders for this product will be shipped as soon as possible and practical. We will happily expedite your urgent request with the understanding that you pay for any extra costs.