Sales and License Agreement
Version 200.2.1

Henry Schein Veterinary Solutions, LLC ('Henry Schein Veterinary Solutions')

Henry Schein Veterinary Solutions, LLC ("Henry Schein Veterinary Solutions") is in the business of licensing its proprietary veterinary office management computer system and related computer program (the "Program") to veterinarians and veterinary hospitals and in assembling and selling computer hardware (the "Equipment") to those customers for their use with the Program as an integrated computer system. This Agreement is effective from the date it is accepted by Henry Schein Veterinary Solutions, LLC at its Oshkosh Office. Customer desires to license the program and/or purchase the hardware and/or the services and/or the ancillary products described within the pages of this agreement pursuant to the terms and conditions of this Agreement as stated within.

1. **Sale of Equipment**

Henry Schein Veterinary Solutions, LLC sells to Customer and Customer purchases from Henry Schein Veterinary Solutions, LLC the Equipment and related accessories as listed within the pages of this Agreement.

2. **Licensing of the Program.**

Henry Schein Veterinary Solutions grants to Customer a royalty-free, non-exclusive, personal, and non-transferable, limited license to use the Program in connection with Customer's business located at the address of Customer listed on the front page of this agreement, and customer accepts this license. This license may not be sublicensed or assigned without Henry Schein Veterinary Solutions' prior written consent. Should the customer change the practice location or sell the practice to another owner, this license can be transferred to the new location or owner after written notification to Henry Schein Veterinary Solutions by Customer, by providing Henry Schein Veterinary Solutions with documentation and proof of the sale itself, and after the new practice owner has agreed to the terms of and signed an Henry Schein Veterinary Solutions Sales and License Agreement.

3. **Purchase Price.**

The prices for the license for the Program, Equipment and Services are set forth in this Agreement. Customer is responsible for all shipping and insurance charges from the place of shipment, and assumes the risk of loss in transit. This Agreement must be accompanied by Customer's payment for 40% of the purchase price or the required lease deposit as indicated in the agreement. Henry Schein Veterinary Solutions shall deliver the Equipment and the Program to Customer's premises. The duration of any Customer education shall be set forth within this agreement. Unless otherwise noted within, education shall be performed on consecutive days. Upon delivery of the Equipment to the Customer's address, Customer shall pay 50% of the balance due of the total purchase price. At the beginning of the education the Customer shall pay the balance of the total purchase price or provide a signed lease acceptance form. In the event that all payment terms are not complied with, the Customer's Henry Schein Veterinary Solutions software license may terminate and therefore the software will become unusable. Any shipping or insurance charges, taxes or other governmental charges on the sale or use of the Equipment or the licensing or use of the Program are the responsibility of the Customer.

4. **Henry Schein Veterinary Solutions Software Maintenance Plan.**

Customer is not required to subscribe to the Henry Schein Veterinary Solutions Software Maintenance Plan, which entitles Customer to software maintenance advice as to Program operation. Henry Schein Veterinary Solutions has used its best efforts to correct any Program errors brought to its attention, but Henry Schein Veterinary Solutions does not warrant or represent that all errors are corrected. Any services performed by Henry Schein Veterinary Solutions under the Software Maintenance Plan which are attributable to Customer's negligence (including improper backup procedures), Customer-supplied data, Customer modification of the program, machine or operator failure, failure due to environmental causes, war, act of God, Program usage not in accordance with Henry Schein Veterinary Solutions-approved operating instructions or any other cause not inherent in the Program shall be charged to Customer at Henry Schein Veterinary Solutions' then current rates.

Advisory services will be provided for the current Program release only. Services are explicitly limited to Henry Schein Veterinary Solutions-produced software. Services are not included for other ancillary software and hardware sold by Henry Schein Veterinary Solutions or other suppliers, such as, but not limited to operating systems, word processors, and computer and ancillary hardware not designed and produced by Henry Schein Veterinary Solutions. The services also do not include custom program modification, or new operator training. Hardware maintenance may be provided through a separate contract. Customer agrees to provide and allow ImproMed remote access, via the internet, to the Customer computer system.

Payment for the Software Maintenance Plan shall be made by Customer, upon presentation of Henry Schein Veterinary Solutions' invoice and prior to the commencement of the coverage period stated on the invoice.

5. **Termination of Henry Schein Veterinary Solutions Software Plan.**

Customer's subscription to the Henry Schein Veterinary Solutions Software Maintenance Plan is not required. Customer may terminate Henry Schein Veterinary Solutions Software Maintenance Plan at any time upon 30 days advance written notice to Henry Schein Veterinary Solutions and Henry Schein Veterinary Solutions may terminate the Henry Schein Veterinary Solutions Software Maintenance Plan upon 30-days-notice. If termination is by Henry Schein Veterinary Solutions during a time period already covered by prepayment by Customer, a pro-rated refund shall be made by Henry Schein Veterinary Solutions for the balance of the time period covered by such prepayment.

6. **Henry Schein Veterinary Solutions Windows Operating System Coverage.**

Customer is not required to subscribe to the Henry Schein Veterinary Solutions Windows Operating System Coverage, which entitles Customer to comprehensive system administration and management for the Microsoft Windows Operating System. Any services performed by Henry Schein Veterinary Solutions under the Henry Schein Veterinary Solutions Windows Operating System Coverage which are attributable to Customer's negligence (including improper backup procedures), Customer-supplied programs, Customer modification of the Operating System, machine or operator failure, failure due to environmental causes, war, act of God, shall be charged to Customer at Henry Schein Veterinary Solutions' then current rates.

Payment for ImproMed Windows Operating System Coverage shall be made by Customer, upon presentation of Henry Schein Veterinary Solutions' invoice and prior to the commencement of the coverage period stated on the invoice.

7. **Termination of Henry Schein Veterinary Solutions Windows Operating System Coverage.**

Customer's subscription to Henry Schein Veterinary Solutions Windows Operating System Coverage is not required. Customer may terminate Henry Schein Veterinary Solutions Windows Operating System Coverage at any time upon 30 days advance written notice to ImproMed and Henry Schein Veterinary Solutions may terminate Henry Schein Veterinary Solutions Windows Operating System Coverage upon 30-days-notice. If termination is by Henry Schein Veterinary Solutions during a time period already covered by prepayment by Customer, a pro-rated refund shall be made by Henry Schein Veterinary Solutions for the balance of the time period covered by such prepayment.

8. **Henry Schein Veterinary Solutions Data Security Solution.**
   a) **Description of Services.**

   The Service is subject to the Description of Services as defined at www.impromed.com/IDSS. At its sole discretion, Henry Schein Veterinary Solutions reserves the right to make reasonable changes and/or additions to the Description of Services.

   b) Services are normally available to Customer when it is within the operating range of the Henry Schein Veterinary Solutions System, but may be available outside of that area by other pre-arranged conditions or agreements. Services are subject to transmission limitation, reduction in transmission speed, or interruption caused by weather, Customer's equipment, terrain, obstructions such as trees or buildings, or other conditions. Service may be limited in some areas where high speed connectivity is not available or may be temporarily limited or interrupted due to system capacity limitations, system repairs, or modifications, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses or violations of our Acceptable Use Policy (Section 8b below). Interruption may also result from nonpayment of charges by Customer. Henry Schein Veterinary Solutions may block Customer's access to Henry Schein Veterinary Solutions' System if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems, or other misuse of the Henry Schein Veterinary Solutions System. We may, but do not have an obligation to, refuse to transmit any information to the Service and may screen and delete uploaded information prior to posting data or information on the Henry Schein Veterinary Solutions System as permitted by law. Henry Schein Veterinary Solutions' System may be incompatible with another carrier's network.

   c) **Use of Services.**

   Services consist of the right of the Customer to send and store computer data using either a private data communications network, the Internet or mail, into a location maintained by Henry Schein Veterinary Solutions, LLC and to retrieve said data should this be required. Henry Schein Veterinary Solutions, LLC makes the Service available to the Customer during the period the Customer maintains a paid subscription to the Service. Customer must be a current, licensed user of Henry Schein Veterinary Solutions' EverSafe Backup Software for Service where software is required to provision access. THE CUSTOMER'S BACKUP FILES MAINTAINED BY Henry Schein Veterinary Solutions, LLC ARE SUBJECT TO EXAMINATION BY LAW ENFORCEMENT OFFICIALS OR OTHERS WITHOUT THE CUSTOMER'S CONSENT UPON PRESENTATION TO "THE CUSTOMER" OR Henry Schein Veterinary Solutions, LLC OF A SEARCH WARRANT OR SUBPOENA. Henry Schein Veterinary Solutions, LLC may access electronic records regarding the Customer's clients and their pets ("Individual Information") from Customer's locally installed Software and the database maintained in connection with such Software. All Individual Information will be encrypted or otherwise protected when transferred from Customer's locally installed Software to Henry Schein Veterinary Solutions, LLC Henry Schein Veterinary Solutions, LLC shall implement safeguards and data security protocols designed to prevent the unauthorized disclosure of Individual Information. Customer agrees that Henry Schein Veterinary Solutions, LLC is permitted to access and use the data maintained on Customer's locally installed Software and any database maintained in connection with the Software (the "Customer Data"). Customer acknowledges the value to veterinary science and the veterinary industry of statistical information on diseases and treatments and of the benefit of assisting Henry Schein Veterinary Solutions, LLC or third parties who provide useful information to the veterinary industry, veterinarians and pet owners. Customer understands that Henry Schein Veterinary Solutions, LLC may access, analyze and/or aggregate Customer Data with data and other statistics that it gathers from sales, customer support, website traffic or its other customers (including Individual Information), and may provide such Customer Data and other information to third parties on a non-personally identifiable (aggregated) basis. Individual Information that personally identifies clients or their pets, including financially identifiable information which would allow individual clinics or natural persons to be identified, will not be exchanged or sold. Information (including Individual Information) may be exchanged among Henry Schein Veterinary Solutions, LLC, its subsidiaries, affiliates and service providers as needed for business purposes, such as account administration, customer service, transaction processing, consumer reporting, processing and delivery of account statements, research and analysis, and delivery of products and services. Henry Schein Veterinary Solutions, LLC may also share information with joint marketing partners to present certain offers to you, but these parties will only be able to access and use your personal information for this limited purpose. Notwithstanding the foregoing, Henry Schein Veterinary Solutions, LLC may disclose Individual Information (i) to fulfill legal or regulatory requirements; (ii) if we believe, in good faith, that such disclosure is required or necessary to protect our or others' rights or to prevent harm;(iii) in accordance with the Customer's instructions; or (iv) as reasonably necessary to provide the services Customer has requested.

d) Acceptable Use Policy.

Customer shall not use the Service for storage, possession, or transmission of any information or data where the possession, creation, or transmission of said information or data violates any state, local, or federal law, including without limitation, stolen materials, obscene materials or child pornography.

e) Acknowledgement of No Warranties as to Condition of Data.

Customer acknowledges that Henry Schein Veterinary Solutions will store the data provided to Henry Schein Veterinary Solutions by Customer (the "Customer Data") in the same form, format, condition, quality, and quantity in which it was provided by Customer. Customer shall have the sole responsibility for the accuracy, completeness, condition, quality, and quantity of the Customer Data delivered to Henry Schein Veterinary Solutions. Henry Schein Veterinary Solutions makes no warranty at any time as to the accuracy, completeness, condition, quality, and quantity of the Customer Data provided by Customer.

f) Acknowledgement of Limitation on Liability.

Customer acknowledges that in no event shall Henry Schein Veterinary Solutions nor its owners, officers, directors, employees, or agents be liable to Customer for any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation: damages for loss of good will, work stoppage, data loss, data corruption, lost profit or computer failure, whether based in contract, warranty, indemnity, tort, negligence, strict liability, or any other theory at law or in equity arising out of, or relating to, the Services or the performance or breach thereof, even if Henry Schein Veterinary Solutions has been advised of the possibility thereof.

g) Indemnification and Hold Harmless.

Customer hereby agrees to indemnify and hold Henry Schein Veterinary Solutions harmless from any and all claims arising out of, or in any way related to, the storage of the Customer Data, including, without limitation, any liability incurred by Henry Schein Veterinary Solutions or any claims asserted against Henry Schein Veterinary Solutions by Customer's clients or customers.

h) Governing Laws.

This agreement is, and shall be, governed by and construed in accordance with the law of the State of Wisconsin. The parties hereby submit to the jurisdiction of the State of Wisconsin and acknowledge that the forum for any proceeding or suit in law or equity arising from this agreement shall be located in Winnebago County in the State of Wisconsin.

i) Termination of ImproMed Data Security Solution.
Customer's subscription to ImproMed Data Security Solution is not required. Customer may terminate ImproMed Data Security Solution now or at any time upon 30 days advance written notice to Henry Schein Veterinary Solutions and Henry Schein Veterinary Solutions may terminate ImproMed Data Security Solution upon 30-days-notice. If termination is by Henry Schein Veterinary Solutions during a time period already covered by prepayment by Customer, a pro-rated refund shall be made by Henry Schein Veterinary Solutions for the balance of the time period covered by such prepayment.

9. **Special Preparations.**

Customer agrees, at its expense, to provide and install electrical connections, computer network cabling and work space for installation of the Equipment, and to provide telephone connections between Henry Schein Veterinary Solutions and the Equipment for the purposes of remote software maintenance.

10. **Manufacturer's Licenses and Warranties.**

Customer acknowledges that Henry Schein Veterinary Solutions is not the manufacturer of the Equipment or Operating systems and other third-party manufactured software, and is not responsible for the maintenance, licensing or warranty of the Equipment nor any defects in it during or subsequent to the manufacturer's warranty period. Henry Schein Veterinary Solutions herby assigns all of its rights with respect to the warranties and licenses of the Equipment, Operating systems, and third-party software manufacturers. Customer acknowledges and agrees to the licenses of all non-Henry Schein Veterinary SolutionsEquipment, Operating System, and third-party software.

11. **Disclaimers.**

HENRY SCHEIN VETERINARY SOLUTIONS, LLC PROVIDES THIS PROGRAM AND LICENSES ITS USE TO CUSTOMER. YOU ARE RESPONSIBLE FOR SELECTING THE PROGRAM TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE USE OF THESE RESULTS. HENRY SCHEIN VETERINARY SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE PROGRAM, OR SERVICES PROVIDED. HENRY SCHEIN VETERINARY SOLUTIONS' LIABILITY FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO MONETARY DAMAGES IN AN AMOUNT NOT TO EXCEED THE SELLING PRICE LISTED WITHIN THE PAGES OF THIS AGREEMENT. SUCH LIMITATION SHALL BE THE FULL EXTENT OF HENRY SCHEIN VETERINARY SOLUTIONS' LIABILITY REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR

EQUITABLE ACTION IS BROUGHT AGAINST HENRY SCHEIN VETERINARY SOLUTIONS AND THE SAME SHALL CONSTITUE CUSTOMER'S EXCLUSIVE REMEDY. IN NO EVENT SHALL HENRY SCHEIN VETERINARY SOLUTIONS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERUPTION, LOSS OF BUSINESS INFORMATION, AND ANY OTHER DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PROGRAM OR SERVICES PROVIDED. FURTHERMORE, NO ACTION ARISING UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, WHICH ACCRUAL DATE SHALL BE DEEMED TO BE THE DATE WHEN SYSTEM OPERATION IS CERTIFIED COMPLETED BY HENRY SCHEIN VETERINARY SOLUTIONS, EXCEPT THAT AN ACTION BY HENRY SCHEIN VETERINARY SOLUTIONS FOR NON-PAYMENT MAY BE BROUGHT AT ANY TIME.

12. **Confidentiality.**

THE PROGRAM AND ALL DOCUMENTATION AND RELATED PROCEDURES (TOGETHER, THE "PACKAGE") ARE THE SOLE PROPERTY OF HENRY SCHEIN VETERINARY SOLUTIONS AND TITLE TO THEM SHALL NOT BE TRANSFERRED BY VIRTUE OF THE LICENSE GRANTED HEREIN. CUSTOMER SHALL NOT ATTEMPT TO DISASSEMBLE THE OBJECT CODE OF THE PROGRAM OR MAKE, OR PERMIT TO BE MADE, ANY COPIES OF THE PROGRAM OTHER THAN A SINGLE COPY FOR ARCHIVE PURPOSES. CUSTOMER RECOGNIZES THAT UNAUTHORIZED COPYING OR DISCLOSURE OF THE PROGRAM OR ANY MATERIAL CONTAINED IN THE PACKAGE COULD CAUSE IRREPARABLE INJURY TO HENRY SCHEIN VETERINARY SOLUTIONS, AND, ACCORDINGLY, CUSTOMER SHALL STRICTLY LIMIT ACCESS TO THE PACKAGE TO EMPLOYEES WHO HAVE BEEN ADVISED OF THE TERMS HEREOF AND AGREED TO ABIDE BY THE PACKAGE. HENRY SCHEIN VETERINARY SOLUTIONS RESERVES THE RIGHT TO WITHDRAW, REVISE OR SUBSTITUTE OTHER COMPUTER PROGRAMS, AS WELL AS TO MODIFY ITS OPERATION INSTRUCTIONS, IDENTITFICATION PURPOSES, LANGUAGE, FORMAT AND OTHER RULES AND REGULATIONS REGARDING PROGRAM USAGE.

13. **No Assignments; Governing Law.**

Neither this Agreement nor any rights hereunder may be assigned by Customer, whether voluntarily or by operation of law, without the prior written consent of Henry Schein Veterinary Solutions which consent shall not be unreasonably withheld. Customer and Henry Schein Veterinary Solutions, LLC consent, agree, and stipulate that this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Customer and Henry Schein Veterinary Solutions, LLC further consent, agree, and stipulate that any action, proceeding, dispute, appeal, and any litigation related to or arising out of this Agreement shall be subject to personal and subject matter jurisdiction of the State of Wisconsin and that any action or proceeding shall exclusively be commenced and proceed in the appropriate court in the County of Winnebago, Wisconsin.

14. **No Other Representation or Inducements.**

Customer acknowledges that it has not been induced to enter this Agreement by representations or statements, oral or written, not expressly contained herein. No agent, employee, or representative of Henry Schein Veterinary Solutions has any authority to bind Henry Schein Veterinary Solutions to any affirmation, representation or warranty other than as set forth herein.

15. **Entire Agreement.**

This Agreement contains the entire agreement between the parties, supersedes all oral or written proposals and all negotiations, conversations, and discussions between the parties related to the subject matter of the Agreement. Except as provided herein, this Agreement may not be modified except by an agreement in writing signed by the parties.

16. **Notices.**

Any notice or demand given pursuant to, in connection with, or required or permitted by this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, and shall be addressed as to each party at its address listed on the front of this Agreement or to other such address with either party may designate by written notice hereunder.

17. **Signatures.**

This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. This Agreement may be executed by the exchange of faxed executed copies, certified electronic signatures or copies delivered by electronic mail in Adobe Portable Document Format or similar format, and any signature transmitted by such means for the purpose of executing this Agreement is deemed an original signature for purposes of this Agreement.