End-User License Agreement ImproMed Vetech Advantage

IMPORTANT! READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you ("Customer") and ImproMed, LLC for the software identified above, which includes computer software and may include associated media, printed materials, and online or electronic documentation ("SOFTWARE PRODUCT"). By installing, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

GRANT OF LICENSE. This EULA grants you the following rights:

Applications Software. Customer may install the SOFTWARE PRODUCT on a single server and number of workstations according to their SOFTWARE PRODUCT Client Access License, that will use the SOFTWARE PRODUCT.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS Support Services

ImproMed, LLC may provide the Customer with technical support related to the SOFTWARE PRODUCT ("TECHNICAL SUPPORT"). TECHNICAL SUPPORT for the SOFTWARE PRODUCT is available to Customers enrolled in an ImproMed Support Program. If you are not enrolled in an ImproMed Support Program, technical support is billed on a per minute basis.

TECHNICAL SUPPORT will be provided for the current SOFTWARE PRODUCT release only.

Software Transfer

Under this EULA, ImproMed, LLC grants to Customer a non-exclusive and non-transferable license to use the SOFTWARE PRODUCT in connection with Customer's veterinary practice located at the address on file at ImproMed, LLC, and Customer accepts this license. This license may not be sublicensed or assigned without the prior written consent of ImproMed, LLC.

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 of ImproMed by Customer, by providing ImproMed with documentation and proof of the sale itself, and after the new practice owner has agreed to the terms of this EULA.

Rental

Customer may not rent, lease, or lend the SOFTWARE PRODUCT.

Subscription Services

ImproMed, 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 ImproMed, LLC. ImproMed, LLC shall implement safeguards and data security protocols designed to prevent the unauthorized disclosure of Individual Information. Customer agrees that ImproMed, 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 ImproMed, LLC or third parties who provide useful information to the veterinary industry, veterinarians and pet owners. Customer understands that ImproMed, 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 ImproMed, 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. ImproMed, 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, ImproMed, 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.

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Disclaimers

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Governing Law

Customer and ImproMed, 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 ImproMed, 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.

Confidentiality

The SOFTWARE PRODUCT is the sole property of ImproMed, LLC 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 SOFTWARE PRODUCT 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 SOFTWARE PRODUCT could cause irreparable injury to ImproMed, LLC, and accordingly, Customer shall strictly limit access to the SOFTWARE PRODUCT to employees who have been advised of the terms hereof and agreed to abide by them. ImproMed, LLC reserves the right to withdraw, revise, or substitute other computer programs, as well as modify its operation instructions,

identification procedures, language, format, and other rules and regulations regarding SOFTWARE PRODUCT usage, and will notify Customer of any such change