

EASYDVM SOFTWARE TERMS

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THIS SOFTWARE or THE SOFTWARE AS A SERVICE(“SAAS”) Version of EasyDVM. THIS Terms of Service, the “AGREEMENT”, PROVIDES IMPORTANT INFORMATION CONCERNING THE SOFTWARE and/or SAAS, PROVIDES YOU WITH A LICENSE TO USE THE SOFTWARE and/or SAAS AND CONTAINS WARRANTY AND LIABILITY INFORMATION. BY USING THE SOFTWARE OR SAAS, YOU ARE ACCEPTING THE SOFTWARE or SAAS “AS IS” and “AS AVAILABLE” AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO DO SO, DO NOT USE THE SOFTWARE or SAAS.

OWNERSHIP OF SOFTWARE

You acknowledge and agree that all of the computer programs and associated documentation (collectively, the “Software” and “SAAS”) are owned exclusively by EasyDVM LLC. You agree that the Software grants you only the rights set forth in this AGREEMENT.

LICENSE

EasyDVM LLC grants to you, and you accept, a limited, non-exclusive and revocable license to use the Software as a Service(SAAS) Version of EasyDVM. You agree to use the Software or Software as a Service(“SAAS”) only as authorized in this AGREEMENT. This AGREEMENT does not convey to you any ownership rights or any other interest in the Software or Software as a Service(“SAAS”).

SCOPE OF LICENSE

You may not copy or make any changes or modifications to the Software, and you may not translate, de compile, disassemble, or otherwise reverse engineer the computer program(s). You may not lend, rent, lease or sublicense the Software or any copy to others for any purpose. You agree to use all reasonable efforts to protect the Software from unauthorized use, modification, reproduction, distribution or publication. You are not permitted to make any uses or copies of the Software that are not specifically authorized by the terms of this AGREEMENT, and EasyDVM LLC reserves all rights that are not expressly granted to you. Your adherence to this License AGREEMENT will allow EasyDVM LLC to

continue developing innovative and useful products and providing a high level of customer service and support.

DESCRIPTION THE SOFTWARE AS A SERVICE(“SAAS”) VERSION

The Service is web-based and allows users that register for an account on the Service (an “Account Holder”) to create and update an online web site on EasyDVM’s Internet Property (a EasyDVM Site). Once registered with the Service, each Account Holder receives his or her own EasyDVM SAAS to post “Content”. Each EasyDVM SAAS has a limited disk space and a limited amount of support. The available features and space you may use depend on the type of account you have. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new EasyDVM LLC tools and resources, shall be subject to the License. In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You also understand and agree that the service may include certain communications from EasyDVM LLC such as service announcements, administrative messages and the EasyDVM Newsletter, and that these communications are considered part of EasyDVM membership and you will not be able to opt out of receiving them. You agree not to access the Service by any means other than through the interfaces that are provided by EasyDVM LLC for use in accessing the Service.

CONTENT AND CONDUCT RULES AND OBLIGATIONS

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials (“Content”) are the sole responsibility of the person from which such Content originated. You, and not EasyDVM LLC, are entirely responsible for all Content that you upload, post, transmit or otherwise make available via the Service. EasyDVM LLC does not control the Content posted via the Software or Software as a Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will

EasyDVM LLC be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. You acknowledge that EasyDVM LLC does not pre-screen Content, but that EasyDVM LLC and its designees shall have the right (but not the obligation) in their sole discretion to refuse, move or delete any Content that is available via the Service. Without limiting the foregoing, EasyDVM LLC and its designees shall have the right to remove any Content that violates the Licenses or is otherwise objectionable in EasyDVM LLC's sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by EasyDVM LLC or submitted to EasyDVM LLC. You acknowledge and agree that EasyDVM LLC may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the License; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of EasyDVM LLC, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Should Content be found or reported to be in violation with, but not limited to, the following terms, it will be in EasyDVM LLC's sole discretion as to what action should be taken.

You agree that you will not:

1. upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable
2. harm minors in any way
3. impersonate any person or entity, including, but not limited to, a EasyDVM LLC official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service

5. upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure AGREEMENTs)
6. upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party
7. upload, post, or transmit unsolicited commercial email or “spam”. This includes unethical marketing, advertising, or any other practice that is in any way connected with “spam”, such as:
 1. sending mass email to recipients who haven’t requested email from you or with a fake return address
 2. promoting a site with inappropriate links, titles, descriptions, or
 3. promoting your site by posting multiple submissions in public forums that are identical
8. upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
9. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service
10. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law
11. “stalk” or otherwise harass another
12. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices
13. offer for sale or sell any item, good or service that (a) violates any applicable federal, state, or local law or regulation, (b) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (c) EasyDVM

LLC determines, in its sole discretion, is inappropriate for sale through the Service provided by EasyDVM LLC

14. use the Service as a forwarding service to another website

15. solicit passwords or personal identifying information for commercial or unlawful purposes from other users

16. exceed the scope of the Service that you have signed up for; for example, accessing and using the tools that you do not have a right to use, or deleting, adding to, or otherwise changing other peoples comments or content.

17. engage in commercial activities within EasyDVM or on behalf of EasyDVM without prior approval. This includes, but is not limited to, the following activities:

1. Displaying a banner that is designed to profit you or any other business or organization; and

2. Displaying banners for services that provide cash or cash-equivalent prizes to users in exchange for hyperlinks to their web sites.

18. obscure any advertisements from general view via HTML/CSS or any other means.

19. make any automated use of the system.

If any user is reported to be in violation with the letter or spirit of these terms, EasyDVM LLC retains the right to terminate such account at any time without further warning.

ADDITIONAL SOFTWARE

With respect to any additional software that may be made available by EasyDVM LLC in connection with the Service, if you elect to download or access such additional software or third party Content made available to through the Service, you understand that you may have to agree to additional terms and conditions before you use such software or third party Content.

You also agree that the use of any third party software or Content obtained through the Service does not transfer to you any rights, title or interest in or to the software or such Content, and that you will not use any Content made available to you through the software or the Service except as expressly authorized under that third party provider's terms of service or license. For greater certainty, by downloading software or Content made available through the Service, you are deemed to agree to the terms of service or license AGREEMENT posted on the Service, the terms of which are incorporated by reference herein for the benefit of such third party

providers. If you do not agree to the terms of service or license AGREEMENT, do not download the software or Content.

USE OF ADVERTISING

As a free service, EasyDVM LLC may elect to place small advertisements on any or all of the pages of the software website in order to procure revenue. If and when this occurs, there will be opportunity to request and receive an ad-free site for your practice for a monthly fee. The advertisements if any will be small and unobtrusive.

SOFTWARE SUPPORT

As a free service, software support is limited to how the system works within our website configuration. We do not offer any hardware support whatsoever. Our platform works on several web browsers. Printing of full page items (receipts, estimates and certificates) will work on most printers. Printing of labels will work on certain Brother label printers and from PC-oriented systems only.

INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

INTELLECTUAL PROPERTY OWNERSHIP, COPYRIGHT PROTECTION

The Software and any authorized copies that you make are the intellectual property of and are owned by EasyDVM LLC . The structure, organization and code of the Software are the valuable trade secrets and confidential information of EasyDVM LLC . The Software is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this AGREEMENT does not grant you any intellectual property rights in the Software and all rights not expressly granted are reserved by EasyDVM LLC.

TERM

This license will become effective on the date you start using the Software as a Service (“SAAS”) and will remain in force until terminated. If EasyDVM is provided as Software as a Service (“SAAS”) you may terminate the service and this license by request to support@easyDVM.com. This license will automatically terminate if you breach any of the terms or conditions set out in this License AGREEMENT.

TRANSFER

You may transfer your use of the Software as a Service (“SAAS”) to another party by transferring all applicable documentation, including this License AGREEMENT, to the recipient, who agrees to the terms of this AGREEMENT. You must notify EasyDVM LLC in writing or by email of such transfer.

EXPORT OF DATA

EasyDVM LLC is not responsible for exporting data to a third party software entity. We may agree to do so for a mutually agreed upon fee.

DATA OWNERSHIP

You own your data and have access to it through the Service while you are subscribed to the Service. After termination of the Service, you may request the data be exported to you for a fee determined by EasyDVM LLC. The export format is determined by EasyDVM LLC and will include client name, address and phone number, as well as pet name, species, breed, age and sex if those fields were entered into the database by you. In addition, any written medical records that were entered into the Service will be attached. It will be your responsibility to download any previously uploaded files while you are still subscribed to and while you still have access to the Service. You are solely responsible for archiving any additional data and medical records prior to cancellation of service. Note that you grant permission for EasyDVM LLC to use any and all data uploaded to its servers for the purposes of research that may be used anonymously for data analytics made available to the veterinary industry. At no time shall pet owner’s names, addresses, phone numbers nor email

addresses be given to any third party for this purpose. Data analytics shall strictly be anonymous.

RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Software as a Service(“SAAS”) Version of EasyDVM, or access to the Software as a Service(“SAAS”) Version of EasyDVM without the express written permission by EasyDVM LLC.

CANCELLATION AND TERMINATION of the Software as a Service(“SAAS”) Version of EasyDVM

If you cancel the Software as a Service(“SAAS”) Version of EasyDVM, your cancellation will take effect immediately. After cancellation, you will no longer have access to your EasyDVM Site and all information contained therein may be deleted by EasyDVM LLC. EasyDVM LLC accepts no liability for such deleted information or content. You are solely responsible for archiving data and medical records prior to cancellation of service. You agree that EasyDVM LLC shall not be liable to you or any third-party for any termination of your access to the Service.

GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that EasyDVM LLC may establish general practices and limits concerning use of the Online Service Version(SAAS) and may modify such practices and limits from time to time without notice to you.

ONLINE AVAILABILITY OF Software as a Service(“SAAS”) Version of EasyDVM

EasyDVM maintains its server in a data center. The data center and EasyDVM LLC may from time to time require maintenance windows which will require your EasyDVM instance to come offline. You will be advised in advance of such maintenance windows whenever possible.

SAAS SERVICE COMMITMENT

Service commitment applies only to the hosted Software as a Service. EasyDVM will use commercially reasonable efforts to make The Software

as a Service(SAAS) available with an Annual Uptime Percentage (defined below) of at least 95% during the Service Year.

Definitions for Service Commitment:

“Service Year” is the preceding 365 days from the date of an SLC claim. “Annual Uptime Percentage” is calculated by subtracting from 100% the percentage of 15 minute periods during the Service Year in which The Software was in the state of “Unavailable.” If you have been using The Software for less than 365 days, your Service Year is still the preceding 365 days but any days prior to your use of the service will be deemed to have had 100% Availability. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any software SLC Exclusion (defined below). “Demarcation Point or Points” means the point at which EasyDVM LLC technical staff manages and maintains control of the cloud based servers and caravan instance(s) serving you and EXCLUDES loss of connectivity due to any 3rd party servers, Your Servers, networks, broadbands,, any and ALL points on the internet not directly under the control of EasyDVM LLC, and as further described in SLC Exclusion (below). “Unavailable” and “Unavailability” means that The Software is not available at the demarcation point or points for a period of 15 minutes or greater.

DOWN-TIME PLAN

You are responsible for coming up with your own back up plan in the event of an extended period of time without software access (power outage, internet outage, etc). We recommend having a hard copy of all service and product pricing onsite, as well as tools for paper invoicing on a temporary basis.

The Software SLC Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of The Software caused by factors outside of EasyDVM’s reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of The Software; (i) that result from any actions or inactions, omission, negligence, failure of you (or anyone acting on behalf of you) or any third party; (ii) that result from your equipment, software or other technology and/or third party equipment, software or other technology; (iii) arising from EasyDVM’s suspension and

termination of your right to use The Software in accordance with the EasyDVM AGREEMENT (collectively, "The Software SLC Exclusions"). If availability is impacted by factors other than those explicitly listed in this AGREEMENT, EasyDVM may issue a Service Credit considering such factors in EasyDVM's sole discretion.

WARRANTIES AND DISCLAIMERS

Mutual Warranties. Each party warrants that (i) it has the right and power to enter into this AGREEMENT, and (ii) it will comply with any applicable laws and regulations pertaining to this AGREEMENT.

EasyDVM DISCLAIMER OF WARRANTIES

EXCEPT AS PROVIDED FOR IN "SAAS SERVICE COMMITMENT" OF THIS AGREEMENT THE SOFTWARE IS FURNISHED "AS IS", "AS AVAILABLE", AND WITH ALL FAULTS. EasyDVM MAKES, AND YOU RECEIVE, NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EasyDVM DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR ANY WARRANTY THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU EXPRESSLY ASSUME ALL RISK RESULTING FROM SUPPORT SERVICES (WHETHER PERFORMED IN WHOLE, IN PART OR NOT AT ALL), OR FROM ANY VIRUS, DOWNLOADED MATERIAL, HARMFUL COMPONENT, OR THROUGH ANY INTERNET USE RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY SITE OR SERVER THROUGH WHICH THE SOFTWARE IS AVAILABLE. YOU SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY AND TRANSMISSION OF ALL DATA ENTERED, ANY DAMAGE THAT RESULTS FROM OR IS ASSOCIATED WITH USE OF THE SOFTWARE.

LIMITATION OF LIABILITY

THE LIMITATION OF LIABILITY IS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL EasyDVM BE LIABLE FOR ANY DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE AND INCLUDING, WITHOUT LIMIT, ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS INFORMATION OR OTHER DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE FAILURE TO PROVIDE FULL OR ADEQUATE SUPPORT SERVICES, EVEN IF EasyDVM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE HOSTED SUBSCRIPTION FEE OR LICENSE FEE AMOUNT REFLECTS THIS ALLOCATION OF RISK. IN ANY CASE, THE ENTIRE LIABILITY OF EasyDVM UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE HOSTED SUBSCRIPTION FEE AMOUNT (\$0) ACTUALLY PAID BY YOU DURING THE ONE MONTH PRECEDING THE DAMAGE INCIDENT OR ONE HUNDRED U.S. DOLLARS (\$100). DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY ARE MATERIAL TERMS OF THIS AGREEMENT. YOU AGREE THAT THE PROVISIONS IN THIS AGREEMENT THAT LIMIT LIABILITY ARE ESSENTIAL TERMS OF THIS AGREEMENT.

EXCLUSIONS AND LIMITATIONS

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE STATES, EasyDVM's LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

OTHER TERMS AND CONDITIONS

GENERAL

This AGREEMENT will be governed by the laws of the United States of America and the State of Tennessee. The failure of EasyDVM LLC to

exercise or enforce any right or provision of the License shall not constitute a waiver of such right or provision. The License constitutes the entire AGREEMENT between you and EasyDVM LLC and governs your use of the Software or Software as a Service(SAAS), superseding any prior AGREEMENTs between you and EasyDVM LLC (including, but not limited to, any prior versions of the License). You also may be subject to additional terms and conditions that may apply when you use third-party content or third-party software. If any provision of the License or incorporated documents are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the License remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Software, Service or the License must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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