

YOU MUST READ AND ACCEPT THE TERMS OF THIS END USER LICENCE AGREEMENT AND PRICE LIST ("AGREEMENT") BEFORE CREATING AN ACCOUNT TO ACCESS AND USE THE VETMEDSTAT™ SYSTEM. BY ACCESSING AND USING THE VETMEDSTAT™ SYSTEM, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, EXIT FROM THIS SYSTEM.

This Agreement describes your rights and obligations with respect to access and use of the Service (as defined below) available through www.VetMedStat.com and owned by IDEXX Reference Laboratories, Inc., of Westbrook, Maine, U.S.A., d/b/a IDEXX Telemedicine Consultants ("IDEXX"). The following will apply to your use of the Service:

1. Definitions. In this Agreement the following expressions will have the following meanings:

1.1 "Agreement" will mean this End User License Agreement (EULA) and the Price List. In the event of a conflict or inconsistency between the End User License Agreement and the Price List, the latter will govern.

1.2 "Authorized User" means the employees, contractors or affiliates of Client.

1.3 "Client" collectively means you, the entity you represent, and its Affiliates.

1.4 "Commencement Date" means the date Client's user account is activated, for the commencement of access of the Service by the Authorized Users.

1.5 "Contractors" means contractors and consultants of Client who work on behalf of Client or its Affiliates. Contractors may only use the Service on behalf of Client and in compliance with the terms of this Agreement. Client agrees to be jointly and severally liable for such compliance.

1.6 "IDEXX Information" means all materials, data, and other information collected, summarized, produced, licensed, owned and delivered to Client by IDEXX as part of the Service.

1.7 "Price List" means the standard Price List (discounts may apply), issued by IDEXX and accepted by Client as part of this Agreement and by its use of the Service.

1.8 "Service" means access to IDEXX's proprietary VetMedStat™ on-line software and databases made available to Clients pursuant to this Agreement and any additional

product or service identified on the Price List and provided to Client pursuant to this Agreement.

2. License to Use Service. Subject at all times to Client's compliance with the terms and conditions of this Agreement, IDEXX hereby grants to Client a non-exclusive, world-wide, non-transferable, non-sublicensable, limited license for the Authorized Users to access and use the Service during the Term (as defined in Section 8) to the extent set forth in the Price List and subject to the terms and conditions provided in this Agreement. Authorized Users will be permitted access to the Service by use of a unique user name and password assigned to such Authorized User or Client. Subject to the terms and conditions of this Agreement, IDEXX will attempt to provide the Service on a twenty-four (24) hour a day, seven (7) days a week basis through the Term of this Agreement. Client agrees that from time to time, the Service may be inaccessible or inoperable for any reason, including, without limitation, (i) equipment malfunctions; (ii) periodic maintenance procedures; or (iii) causes beyond the control of VDIC or which are not reasonably foreseeable by IDEXX including, but not limited to, the interruption of telecommunication or digital transmission links.

3. Obligations of Client. Client agrees that it is responsible for all acts and omissions of its Authorized Users in connection with their use of the Service. In the event that Client becomes aware of any loss, theft or compromise of a password, or unauthorized access of the Service, Client will notify IDEXX immediately in writing.

4. Fees and Payments. Client will be invoiced for all services requested at the pricing set forth in the Price List. IDEXX reserves the right to revise its standard pricing annually on January 1 of each year, without prior notice. Additionally, IDEXX may periodically adjust Client's volume pricing based on Client's usage, provided that IDEXX will notify Client no later than thirty (30) days prior to the effective date of such volume pricing. . . Client's use of the Service will be deemed to constitute acceptance of the changes or modifications to the Price List. All invoices are due and payable upon receipt. Amounts not paid within thirty (30) days of the date of invoice will be deemed delinquent and are subject to interest charges at the rate of 18% per annum but not to exceed the maximum allowable by law until paid in full. IDEXX may suspend performance (including deactivating Client's and/or its Authorized Users' user account(s)) until all delinquent invoices are paid in full). Client is solely responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access or use the Service, and all related charges.

5. Intellectual Property. Client acknowledges that, solely as between Client and IDEXX, all title, ownership and proprietary and intellectual property rights to the Service and the IDEXX Information are and will remain the sole and exclusive property of IDEXX. Except for the limited license expressly granted herein, this

Agreement does not grant Client or Authorized Users any rights to any intellectual property rights in or to the Service or IDEXX Information. Any suggested modifications or improvements to the Service submitted to IDEXX by Client or Authorized Users become IDEXX's exclusive property to exploit or to not exploit as IDEXX solely deems appropriate without necessity for remuneration or attribution to Client. Client agrees that it will not (a) rent, lease, distribute, sell, sublicense, or transfer all or any part of your right to access and use the Service to any third party; (b) reverse engineer, disassemble or decompile the Service or any applications associated with the Service; (c) modify the Service without the prior written consent of IDEXX; (d) access or use the Service for unlawful purposes; or (e) permit anyone else to do any of the preceding.

6. Disclaimer of Warranty and Limitations of Liability.

6.1 IDEXX GIVES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER RELATING TO THE SERVICE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, TITLE, OWNERSHIP, RESULTS, OR THE QUALITY, SUITABILITY, ADEQUACY, GENUINENESS, ACCURACY OR COMPLETENESS OF THE SERVICE. CLIENT UNDERSTANDS AND AGREES THAT IDEXX ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS OF OR FAILURE TO CONTINUALLY PROVIDE THE SERVICE, OR FOR ANY LEVEL OF UPTIME.

6.2 UNDER NO CIRCUMSTANCES WILL IDEXX BE LIABLE UNDER ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LITIGATION COSTS, LOSS OF DATA, PRODUCTION OR PROFIT, ARISING OUT OF OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

6.3 IN NO EVENT WILL IDEXX'S TOTAL LIABILITY UNDER OR RELATED TO THIS AGREEMENT, THE TERMINATION THEREOF, AND/OR THE PROVISION OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION, EXCEED THE FEES ACTUALLY PAID DURING THE ONE (1) YEAR PERIOD PRECEDING THE INCIDENT GIVING RISE TO SUCH LIABILITY.

6.4 EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER SUCH PROVISION. FURTHER, IN THE EVENT THAT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL REMAIN IN EFFECT.

7. Indemnification. To the extent permitted by applicable law, Client agrees to defend IDEXX and its affiliates, directors, shareholders, officers, agents, representatives and employees, in any action or suit brought or threatened by any third party due to or arising out of the use of the Service or the violation of this Agreement, except to the extent arising out of the gross negligence or willful misconduct of IDEXX or its agents. Client will pay all damages awarded therein against IDEXX or settlement agreed upon by the parties. IDEXX will promptly notify Client of such action and give Client authority, information, and assistance (at Client's expense) for the defense of such suit or proceeding.

8. Term and Termination. This Agreement is effective from the Commencement Date and will continue for a period of one year (the "Initial Term"), unless terminated in accordance with the terms hereof. Upon completion of the Initial Term, this Agreement will automatically renew for successive one year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term") unless either party provides the other party with notice of its intent not to renew no later than 30 days prior to the end of the then current Term. IDEXX may suspend performance (including by deactivating Client's and/or its Authorized Users' user account(s)) and/or terminate this Agreement immediately upon written notice at any time if Client is in breach of any term, condition or covenant of this Agreement (including the obligation to pay fees in accordance with Section 4) and fails to cure such breach within ten (10) days after written notice thereof, unless the breach is the failure to pay fees due, in which case the cure period will be five (5) business days. Upon any termination, Client will remain responsible for all monies due and owing by Client.

9. Miscellaneous.

9.1 This Agreement (including any amendments or revisions) and any applicable Price List constitutes the entire agreement between the parties and supersedes any previous understandings, commitments, or agreements, oral or written regarding the subject matter hereof.

9.2 IDEXX has the right to, at any time by posting notice on www.VetMedStat.com, change or modify this Agreement, the Service or the terms and conditions applicable to the Service. Client's use of the Service after IDEXX's notice will be deemed to constitute acceptance of the changes or modifications.

9.3 Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

9.4 This Agreement is governed by Maine law without reference to its choice of law provisions. If Client initiates any legal action against IDEXX under this Agreement or related in any way to the Service, whether in contract, tort or otherwise, Client agree to initiate that action only in a state or federal court located in Portland, Maine.

9.5 The parties hereby agree that the party who is not the substantially prevailing party with respect to any dispute, claim or controversy related to or arising under this Agreement will pay the reasonable costs actually incurred by the substantially prevailing party in relation to the dispute, claim or controversy, and any appeal thereof, and any enforcement of an award, including reasonable attorneys' fees. Client will also be liable for all costs of collection incurred by IDEXX for amounts deemed delinquent including, without limitation, reasonable and customary legal and collection agency fees incurred.

9.6 This Agreement is not assignable or transferable by Client without the prior written consent of IDEXX. For the purposes of this Section, a change in the persons or entities that control fifty percent (50%) or more of the equity securities or voting interest of Client will be considered an assignment by Client. IDEXX may assign or transfer its rights and/or duties under this Agreement without requirement for Client's permission or approval.

9.7 IDEXX's remedies set forth herein are not exclusive and are in addition to any and all other remedies available at law or in equity, none of which will be deemed as waived by virtue of IDEXX's exercise of any other remedy.

9.8 Except for any payment obligations hereunder, neither party will be responsible for delay or failure in performance or any interruption of the Service resulting directly or indirectly from any cause or circumstance beyond its reasonable control including, without limitation, by any acts of civil or military authority, law, regulation, order or decree, by fire, riots, strikes, legal moratorium, war or revolution, by communication line or power failures, or by "acts of god," epidemic, earthquake, fire, flood or other natural disasters, nor will any such delay or failure be considered to be a breach of this

Agreement or entitle either party to any credit or reimbursements. In any such event, performance will take place as soon thereafter as is reasonably feasible.

9.9 All provisions of this Agreement that are, by their nature, intended to continue will survive any expiration or termination hereof.

9.10 No provisions of this Agreement are intended or will be construed to confer upon or give to any third person or entity other than IDEXX and Client and its Affiliates any rights, remedies or other benefits under or by reason of this Agreement.

9.11 The Service (including the VetMedStat™ software provided thereunder) may not be exported or reexported from the United States of America except in accordance with the laws, regulations, orders or other restrictions on the export of software from the United States of America. Client will indemnify and hold IDEXX harmless for any breach of this Section.

**AS STATED ABOVE, USING THE SERVICE OR CLICKING "I AGREE"
INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT.**