

## TERMS OF SERVICE

Last Updated: April 17, 2023

These Terms of Service (“**Terms**”) between Strategic Pharmaceutical Solutions Inc., d/b/a Vetsource, Vet Success Inc., V2P2, LLC d/b/a Vet2Pet and/or its or their Affiliates (“**Company**” or “**we**”) and the customer identified on the applicable Order Form (“**Customer**” or “**you**”) govern Customer’s access to and use of the proprietary, hosted software solutions (“**Online Platform**”) and additional products and services (collectively, the “**Services**”) offered by Company. These Terms together with the Order Form(s) are the “**Agreement**” and the Agreement is effective the earlier of (i) the date indicated on the applicable Order Form, or (ii) the date you accept these Terms, as applicable (“**Effective Date**”). Capitalized terms not otherwise defined in the Agreement are defined in Section 13.

**By (a) executing an Order Form that references these Terms, (b) indicating acceptance of these Terms via click through, electronic signature or other electronic means offered by Company, or (c) by using our Services, you agree to these Terms. For the avoidance of doubt, if you do not agree to these Terms, you should not use our Services.**

We may make changes to these Terms. The “Last Updated” date above indicates when these Terms were last changed. If we make future changes, we may provide you with notice of such changes, such as by sending an email, providing a notice through our Services, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using our Services.

### 1. ELIGIBILITY.

1.1 Authorization. If you use our Services on behalf of another person or entity, (a) all references to “you” throughout the Agreement will include that person or entity, (b) you represent that you are authorized to accept the Agreement on behalf of that person or entity, and (c) in the event you or the person or entity violates the Agreement, the person or entity agrees to be responsible to us.

1.2 Jurisdiction. You may only use our Services in jurisdictions authorized by us. Use of our Services is currently authorized only in the United States.

### 2. SERVICES.

2.1 Services. Subject to your continued compliance with the Agreement and timely payment of Fees (as applicable), Company will use commercially reasonable efforts to provide the Services identified on your Order Form to you on a non-exclusive, non-transferable, and revocable basis and in accordance with the Agreement. Additional terms specific to a Service are set forth in the attached service schedules (each a “**Schedule**”). You may elect to have Company perform additional Services by signing up for additional services online and executing an Order Form for such Services or logging into your account to select additional services; and in each case, paying the applicable Fees.

2.2 Accounts. You may need to register for an account to access some or all of our Services. If you register for an account, you must provide accurate account information and promptly update this information if it changes. You also must maintain the security of your account and promptly notify us if

you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.

## 2.3 Use of the Online Platform.

2.3.1 Grant. During the Term, and subject to your continued compliance with the Agreement and timely payment of Fees (as applicable), Company hereby grants you a non-exclusive, revocable, non-transferable (except as permitted in Section 12.8) right to access and use the Online Platform solely for your internal business operations. Only if applicable and permitted by the Services you select in your Order Form, you may permit your clients (“**Clients**”) to access and use the Online Platform. You are responsible for your Clients’ activities that occur in connection with your account.

2.3.2 Prohibited Conduct. You will not (and will not permit your Clients or other third parties to) violate any applicable law, contract, intellectual property right or other third-party right or commit a tort, and you are solely responsible for your conduct while using the Online Platform. You will not: (a) engage in any harassing, threatening, intimidating, predatory, or stalking conduct; (b) use or attempt to use another user’s account without authorization from that user; (c) impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity; (d) sell, resell or commercially use the Online Platform; (e) copy, reproduce, distribute, publicly perform or publicly display all or portions of the Online Platform, except as expressly permitted by us or our licensors; (f) modify the Online Platform, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon the Online Platform; (g) use the Online Platform other than for its intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Online Platform or that could damage, disable, overburden or impair the functioning of the Online Platform in any manner; (h) reverse engineer any aspect of the Online Platform or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of the Online Platform; (i) use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from the Online Platform; (j) develop or use any applications that interact with the Online Platform without our prior written consent; (k) send, distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes; (l) bypass or ignore instructions contained in our robots.txt file; or (m) use the Online Platform for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates the Agreement.

2.4 Support Services. Company will use commercially reasonable efforts to (a) respond to your emails and phone calls regarding the Services during Company’s regular business hours and (b) in a timely manner resolve any errors with the Services. You will cooperate with and provide Company with reasonable assistance in connection with the foregoing.

2.5 Ownership. Company and its licensors have and will retain all rights, title, and interest (including all intellectual property rights) in and to (a) the Services, (b) Resultant Data (defined below in Section 3) and (c) all works of authorship, inventions and other materials incorporating, based on, or derived from the Services or Resultant Data, including all customizations, enhancements, improvements and other modifications thereof by whomsoever made and including all intellectual property rights therein (collectively, “**Derivatives**”). You have no right or license with respect to the Services, Resultant Data or

Derivatives except as expressly licensed herein. All other rights in and to the Services, Resultant Data and Derivatives are expressly reserved by Company and its licensors.

2.6 **Feedback.** Any suggestions, information or feedback provided by you to Company regarding the Services (including, without limitation, with respect to modifications, enhancements, improvements, and other changes to the Services) or Derivatives (“**Feedback**”) is voluntary, and you hereby grant to Company a world-wide, royalty free, irrevocable, transferrable, perpetual license to use (and authorize others to use) any Feedback without restriction.

### **3. DATA AND COMPUTER SYSTEMS.**

3.1 **Data.** You are responsible for all materials and information (including Personal Information as defined in Section 6.1 below) that you upload, post, or otherwise transmit via the Online Platform or otherwise provide to Company, including materials and information you store in your account and data made available within the Database (defined below) (collectively, “**Data**”). As between Company and you, you own all Data and Company does not verify or endorse the Data that you or others submit to the Online Platform or to Company. Functions of the Online Platform may allow you to control who may access and modify your Data. If you enable the sharing of your Data with others, anyone you have shared Data with (including your Clients) may have access to and the right to modify your Data. Even if you disable the sharing features, Company will still have the right to access and use your Data as described in the Agreement.

3.1.1 You hereby grant Company (as well as agents or service providers acting on Company’s behalf to provide the Online Platform or other Services) the non-exclusive, worldwide, royalty-free right to use, modify, adapt, reproduce, publish, distribute, display, and disclose Data to provide the Services to you and your Clients, as applicable, and for Company’s own business purposes as permitted under applicable law (“**Resultant Data**”). Pursuant to the Agreement, Resultant Data includes information, data, and other content processed by Company or a subcontractor of the Company that is derived by or through your use of the Services and/or Online Platform that does not contain Personal Information, or that has been aggregated, obfuscated, or manipulated in such a way that it cannot be tied to any personnel member, Client, or pet. All right, title, and interest to Resultant Data shall remain with and is hereby assigned to Company.

**3.1.2 You represent and warrant that you have the rights in (including third party intellectual property rights) and have obtained any necessary authorizations or consents to the Data necessary for you to use the Services, share the Data, and grant the rights contemplated in the Agreement. You further represent and warrant that your collection, use, disclosure, or storage (“Processing”) of the Data is compliant with applicable laws (including applicable privacy and data protection laws) and not in violation of such laws or the Agreement.**

3.2 **Computer Systems and Database Access.** In accordance with the Agreement, you hereby authorize Company or other third party to access the database connected to the veterinary practice information management system (“**Database**”) and your other computer systems (collectively, “**Computer Systems**”) solely as necessary to perform the Services including, as applicable, to install Company’s database read and write tools. You are solely responsible for your Computer Systems and all technical requirements, including any third-party software or hardware or equipment, necessary to receive the Services. As necessary to perform Services, Company will use commercially reasonable efforts to provide the initial set-up and the ongoing assistance required to extract Data from and write

Data to your Computer Systems, convert such Data, and upload Data to the Online Platform to enable Company to provide the Services.

#### 4. YOUR ADDITIONAL OBLIGATIONS.

4.1 Cooperation and Access. You will cooperate with Company to allow Company to provide the Services, including performing any specific responsibilities such as providing notifications and obtaining necessary consents and authorizations. You will make timely management decisions and make available, as reasonably requested by Company, necessary personnel and Data necessary to permit Company to perform the Services. As necessary to receive the Services, you will provide access to your facilities and Computer Systems to Company's personnel during your normal business hours. You will use the Services and perform your obligations under the Agreement in compliance with all applicable laws.

4.2 Third Party Services. You are responsible for obtaining and maintaining, at your sole cost and expense, any hardware, equipment, third party software, and all Internet browsers and connections required to access or use the Online Platform. Company may provide the opportunity for you to use the Services to interface with services or applications provided by one or more third parties ("**Third-Party Services**"). You decide which Third-Party Services you want to interface with and may revoke consent at any time. In those instances where you consent to interface with a Third Party Service, Company may exchange relevant information with the Third Party Service, which may include personal information (e.g., the content of your requests, etc.). Once this information is shared with the Third Party Service, its use will be governed by the third party's privacy policy and not by the Company's privacy policy. Your use of any Third Party Service is subject to the Agreement and any third party terms applicable to such Third Party Service. If you do not accept the third party terms applicable to a Third Party Service, do not use that Third Party Service. You should exercise your own independent judgment when reviewing and relying on information provided by a Third Party Service. Company is not responsible if a Third Party Service communication management feature delays or prevents you from reviewing or sending a communication. **Company has no responsibility or liability for Third-Party Services. Company does not guarantee the accuracy, usefulness, safety, completeness, reliability, availability or timeliness of, or relating to, any Third Party Service. COMPANY DISCLAIMS ANY AND ALL LOSS, LIABILITY, OR DAMAGES ARISING FROM OR RELATED TO YOUR USE OF ANY THIRD-PARTY SERVICES.**

#### 5. FEES AND PAYMENT.

5.1 Fees. You will pay Company the fees for the Services ("**Fees**") as set forth in the applicable Order Form or such other documentation provided by Company to you or other written documentation signed by us and you. As specified in an Order Form, you will pay all Fees (a) via your merchant account, (b) monthly in advance via payment card, or (c) within 30 days of the date of Company's invoice. All payments made in response to an invoice will be paid via check, ACH, or bank wire transfer, in immediately available funds to an account designated by Company. All payments made under the Agreement will be in U.S. Dollars.

5.2 Payment via Payment Card; Autorenewal. If the Order Form or such other documentation provided by Company to you or other written documentation signed by us and you specifies payment via payment card, you will provide Company with current, complete, accurate, and authorized payment method information. You authorize Company to charge your payment card for the Services you have selected. Company may bill your payment card: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) if you have elected a subscription service, on a recurring, monthly basis. If

Company has not received your payment, in order to bring your account up to date, Company may bill you simultaneously for both past due and current Fees. **Subscriptions for certain Services are subject to automatic renewal, unless otherwise agreed between the parties in writing; such Services will automatically renew unless you cancel the subscription at least 30 business days prior to the renewal date.** If you cancel, your access and use of the Services ends at the end of your current subscription period, and no refunds for previously-paid Services will be issued. **If you do not cancel your subscription, we may automatically renew your subscription to the Services at the then-current price and for the same subscription period, and Company will charge your on-file payment card or method on the first day of the renewal of the subscription period. You understand that failure to pay any applicable charges or fees may result in the suspension or cancellation of your access and use of the Services.**

5.3 Interest. Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is paid in full.

5.4 Taxes. Unless otherwise provided by law, you will be responsible for and will pay all sales and similar taxes, as well as all license fees and similar fees, levied upon the provision of the Services provided under the Agreement. If Company is required by law to remit any sales or similar taxes collected as part of or in relation to the Services, Company will remit those taxes directly to the state or local taxing authorities in lieu of remitting them to You. You will indemnify and hold Company harmless from and against any and all such taxes and related amounts levied or assessed upon the provision of the Services and any costs associated with the collection or withholding thereof, including penalties and interest. If Company is assessed or otherwise required to pay any sales or similar taxes that it previously has remitted to you for your payment to a state or local taxing authority, you will cooperate with and assist Company fully in recovering any amounts from those authorities. This paragraph shall not apply to any taxes based solely on Company's net income.

5.5 No Setoff. You will pay all amounts due under the Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Company whether under the Agreement, applicable law or otherwise and whether relating to Company's breach, bankruptcy or otherwise.

5.6 E-Merchant Services and ACH. The following terms apply if specified on your Order Form or such other documentation provided by Company to you or other written documentation signed by us and you:

5.6.1 E-merchant Services. You authorize Company to manage and maintain your e-merchant account in connection with the Services. Merchant account transaction processing fees may be adjusted from time to time to account for increased gateway and interchange fees. You will be notified at least 14 days in advance of any such adjustments.

5.6.2 ACH. Transaction processing and settlement from your e-merchant account is exclusively provided through an ACH on a monthly basis for no additional charge. You authorize Company to present deposits to your designated operating account. Company will not withdraw from your operating account. If you do not designate an operating account for the transfer of funds, or if an ACH fails due to inaccurate information, deposits will be held until correct banking information is received. Deposits under \$25 will be held until cumulative deposits are equal to or greater than \$25 or deposited annually if cumulative deposit is less than \$25.

5.6.3 To dispute any charges to your e-merchant account or designated checking account, you must notify Company within 45 days of receiving the statement referencing the disputed charge. You will not revoke the foregoing authorizations until all your obligations under the Agreement are satisfied.

5.7 Use of Payment Processor for Payment[PC1] . Company may make available to you a payments service (“Vetsource Payments Service”) to enable you to integrate with a payment processor to accept payments as part of the Services. If directed by us or provided for in the Services, in order to use the Vetsource Payments Service, you will need to create a payment account with a payment processor specified by us to make payments under these Terms (“Sub-Merchant Account”). Company currently uses the payment processor, Adyen N.V. (“Adyen”), as the default method to process your payments through the Vetsource Payments Service, but we may direct you to use a different payment processor at our sole discretion. Your use of a payment processor is subject to their terms and conditions and any additional terms and conditions that the applicable payment processor may require you to accept. If Company requires you to make payment through Adyen, you consent to the additional applicable Adyen terms, which you can find at <https://www.adyen.com/legal>, including the terms applicable to the creation of your Adyen account, which you can find at <https://www.adyen.com/legal/terms-and-conditions-adyen-for-platforms>. Company is not a party to the applicable payment processor terms and conditions and is not liable to you in respect thereof. Company reserves the right to change the payment processor at any time. You will provide Company with any information as required by Adyen to create your Sub-Merchant Account. Company is not responsible for the payment processor’s decisions about whether to create or maintain an account for you. You are solely responsible for maintaining your Sub-Merchant Account, including the accuracy and completeness of all information related to such account, whether provided to the payment processor or to us. You are solely responsible for any failures to receive your payment or delays in receiving your payment under these Terms if you provide incorrect or incomplete information to us or the payment processor. You also must maintain the security of your Sub-Merchant Account and promptly notify us if you discover or suspect that someone has accessed your Sub-Merchant Account without your permission. You are solely responsible for all activities that occur under or through your Sub-Merchant Account whether such actions were taken by you or not. You authorize us to take certain actions through your Sub-Merchant Account as permitted under these Terms and the additional terms you agree to with an applicable payment processor, including communicating information about transactions conducted through the Sub-Merchant Account such as charges, refunds, adjustments, and the handling of disputes. If you have questions about your Sub-Merchant Account, you must contact Company or the payment processor.

5.8 Use of Payment Processor Data. Company may use data collected or derived from activity conducted through your Sub-Merchant Account for purposes of (a) improving the Services and (b) testing and auditing account activity for any fraudulent, unlawful, deceptive, abusive, or otherwise harmful activity. Company may use such data in accordance with the Company Privacy Policy. You hereby consent to our use of your payment processor data as described in these Terms.

5.9 Refunds for Amounts Due to the Payment Processor. If any activity conducted through your Sub-Merchant Account with a payment processor results in liability to us for fees, chargebacks, refunds, reversals, or fines that Company must pay to the payment processor or any third party, you agree to promptly reimburse us for any such charges.

5.10 Additional Information. For purposes of receiving payments from you, Company may request or require information from you in addition to the information you provide when creating your payment

account. Any failure to provide the requested information in a timely manner could result in delays in our ability to pay you.

5.11 Your Use of the Vetsource Payments Service. Your use of the Vetsource Payments Service does not grant you any rights in the Vetsource Payments Service or other intellectual property rights in such service. You shall not: (i) permit any third party to access the Vetsource Payments Service; (ii) carry out transactions through the Vetsource Payments Services except in accordance with this Agreement and your agreements with the payment processor; (iii) create derivative works based on the Vetsource Payments Service; (iv) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or trade secrets for any of the Vetsource Payments Services; or (v) access the Vetsource Payments Services in order to build a competitive product or service. It is your responsibility to obtain your customers' consent to be billed or charged for each transaction through the Vetsource Payments Service, in compliance with Applicable Law and all card network rules. You shall not impose any fee or surcharge on a customer that pays through the Vetsource Payments Service unless approved by payment processor.

5.12 POS Equipment. If applicable, you may elect to purchase or obtain point-of-sale equipment ("POS Equipment") that will allow you to accept transactions. The POS Equipment may be subject to additional terms and conditions.

5.13 Vetsource Payments Service Fees. You agree to pay the fees for the Vetsource Payments Service. Fees may be collected from you by Company's payment processor on Company's behalf. Company reserves the right to change the Vetsource Payments Service fees at any time, subject to a thirty (30) day notice period. If you continue to use the Vetsource Payments Service for such thirty (30) day period, then you are deemed to have accepted the change in fees contemplated by such notice. In addition to the fees, you are also responsible for any penalties and fines imposed on you or on Company by any bank, money services business, payment network, financial institution, or other financial intermediary resulting from your use of the Vetsource Payments Services in a manner not permitted by this Agreement or by such financial intermediary's rules and regulations.

5.14 Security Interest. As security for performance of your obligations under this Agreement related to the Vetsource Payments Service, you grant us a first priority lien and security interest on all funds processed and deposited into all accounts to which you receive payouts under the terms and conditions you have with the payment processor, and any other bank accounts associated with your Vetsource Payments Account, and in any funds processed using these services. These security interests and liens will secure payment and performance of all of your obligations under this Agreement and any other agreements now existing or later entered into between us and you, including, without limitation, your obligation to pay any amounts due and owing to us. You will execute, deliver and pay the fees for any documents we request to create, perfect, maintain, and enforce this security interest.

6. Reserves. Company may set the terms and conditions of a reserve account and a reserve amount to cover chargebacks, refunds, or other payment obligations you incur through the use of the Vetsource Payments Services. Company will set the terms of the reserve account in its discretion. Company may require you to fund the reserve account by means of: (i) any funds payouts made or due to you for transactions submitted to the Vetsource Payments Service; (ii) amounts available in your bank account connected to the Vetsource Payments Service; (iii) other sources of funds associated with your Vetsource Payments Service account; or (iv) requesting that you provide funds to us for deposit to a reserve account.**PRIVACY AND CONFIDENTIALITY.**

6.1 Privacy of Personal Information. Some of the Data may include personal information of individuals, such as your personnel and Clients (“**Personal Information**”). Personal Information includes, but is not limited to, (a) an individual’s name or other identifier; (b) account number, credit or debit card number; (c) email or postal address; (d) telephone number; (e) professional information (e.g., national prescriber number or professional license number); or (f) commercial information (e.g., services purchased or prescribed products). Please review the Company [Privacy Policy](#) for information about how Company handles Personal Information collected through the Services. To the extent your Data includes Personal Information, you acknowledge and agree that (a) Company is a processor of Personal Information and (b) you are a controller or processor, as applicable, of such Personal Information; and (c) you have provided appropriate notice and obtained any necessary consent(s) with respect to the sharing or transmission of such Personal Information to Company. You and Company will comply with the obligations applicable to it under applicable privacy and data protection laws with respect to such Personal Information. You will not (and will not allow the) transfer of personal data from the European Economic Area or Switzerland to be transferred to Company without Company’s prior written consent and subject to the implementation of an appropriate data transfer mechanism. You will execute Company’s data protection agreement, if such an agreement is required by applicable data protection laws. Company will employ appropriate administrative, technical and physical safeguards designed to protect the security of information (including any payment card information according to PCI DSS requirements) you share with us that are appropriate to the nature of such information.

## 6.2 Confidentiality.

6.2.1 “**Confidential Information**” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) concerning or related to the Agreement or the Disclosing Party that the Receiving Party knows or reasonably should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party, is Confidential Information of the Disclosing Party. Confidential Information includes, but is not limited to, the components of the business plans, financial plans, know-how, customer information, bank account information, strategies, and other similar information. Confidential Information will not include information that: (a) is in or enters the public domain without breach of the Agreement through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently, and without use of or reference to, the Disclosing Party’s Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

6.2.2 The Receiving Party will maintain in confidence, for the duration of the Agreement and thereafter, the Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted in the Agreement. The Receiving Party will use the same degree of care in protecting the Disclosing Party’s Confidential Information as the Receiving Party uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party’s obligations under the Agreement or as otherwise permitted under the Agreement. In addition, the Receiving Party: (a) will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party’s obligations under or as otherwise permitted in the Agreement; and (b) limit dissemination of the Disclosing Party’s Confidential Information to those individuals to whom disclosure



is necessary for the purposes of the Agreement, provided such individuals are bound to a written agreement no less protective of the Confidential Information than the Agreement.

6.2.3 Unless otherwise required by applicable law, upon termination of the Agreement, the Receiving Party will promptly return or destroy all the Disclosing Party's Confidential Information in its possession, together with all copies and summaries of such Confidential Information, whether tangible or electronic.

6.2.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

## **7. REPRESENTATIONS AND WARRANTIES.**

7.1 Mutual Representations and Warranties. Each party represents and warrants that: (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (b) it has full corporate power and authority to execute, deliver and perform its obligations under the Agreement; (c) the Agreement is valid, binding, and enforceable against it in accordance with its terms; (d) neither the acceptance of the Agreement, nor the performance of its obligations under the Agreement will conflict with or result in a breach of, or constitute a default under any provision of the articles of incorporation, business license, by-laws or articles of association (or other such charter documents) of such party, or any contract or agreement to which it is a party or is subject; and (e) it will perform its obligations under the Agreement in accordance with all applicable laws.

7.2 Limited Company Services Warranty. Company represents and warrants that: (a) it will perform the Services in a professional manner; and (b) the Services will conform, in all material respects, to their applicable published specifications. The representation and warranty set forth in Section 7.2(b) will not apply if a non-conformity of the Services results from any accident, abuse, misuse, or failure to maintain the Computer Systems or any unauthorized use or combination of the Services (or any component thereof) with any software, hardware or other item not provided by Company. COMPANY'S SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING WARRANTIES IS FOR COMPANY TO CORRECT OR RE-PERFORM ANY DEFECTIVE SERVICES OR, IF NOT PRACTICABLE, COMPANY MAY TERMINATE THE AFFECTED SERVICES AND PROVIDE YOU WITH A PRO RATA REFUND OF ANY PREPAID, BUT UNUSED FEES, PAID BY YOU FOR SUCH SERVICES.

## **8. WARRANTY DISCLAIMER; ADDITIONAL USE LIMITATIONS.**

8.1 Warranty Disclaimers. THE SERVICES AND ANY DATA, REPORTS, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SERVICE PROVIDERS MAKE NO (AND SPECIFICALLY DISCLAIM ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, (A) ANY WARRANTY THAT (I) THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF HARMFUL COMPONENTS, TIMELY, OR SECURE OR (II) ANY DATA, REPORTS, INFORMATION OR RESULTS OBTAINED THROUGH THE USE OF THE SERVICES WILL BE ACCURATE, TIMELY OR ERROR-FREE, (B) ANY IMPLIED WARRANTY OF ACCURACY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND (C) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING

EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 8.2 Use Limitations.

8.2.1 Not Professional Veterinary Advice. The information available via the Services, including the Online Platform, will not be used as a substitute for professional veterinary advice and such information is not intended to be relied upon by any person or entity for purposes of veterinary diagnosis or treatment. Company is regulated by state boards of pharmacy and federal agencies, but Company is not a veterinarian, or a veterinary practice, and does not provide veterinary advice, and Customer is solely responsible for the accuracy of any veterinary advice provided to Clients through the Services, including the Online Platform.

8.2.2 No Guarantee of Accuracy of Information. Company will use commercially reasonable efforts to ensure the accuracy of any information made available via the Services, including the Online Platform; however, Company makes no guarantee of the sequence, accuracy, or completeness of such information and will not be liable in any way to you, your Clients, or anyone else to whom such information is furnished, or for any delays, inaccuracies, unavailability, errors, or omissions.

## 9. **INDEMNIFICATION.**

9.1 By Customer. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our Affiliates and each of our respective officers, directors, agents, partners, and employees (individually and collectively, the “**Company Parties**”) from and against any losses, liabilities, claims, demands, damages, expenses, or costs (“**Claims**”) arising out of or related to (a) your access to or use of the Services and your business operations; (b) your Data and any Feedback; (c) your violation of the Agreement; (d) your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with the Services. You agree to promptly notify Company Parties of any third-party Claims, cooperate with Company Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including attorneys’ fees). You also agree that the Company Parties will have control of the defense or settlement, at Company’s sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company or the other Company Parties.

9.2 By Company. Company will indemnify, defend, and hold harmless Customer from and against third-party Claims arising out of or relating to (a) Company’s breach of its representations and warranties; and (b) infringement of a third-party U.S. intellectual property right by the Services (“**Infringement Claim**”). Company will not indemnify Customer or be liable for any Infringement Claim based on: (i) Customer’s failure to use any updates, modifications, corrections, or enhancements to the Online Platform made available by Company, (ii) Customer’s breach of the Agreement, (iii) Customer’s use of the Online Platform in combination with any software not owned, supported, developed, or approved by Company, (iv) any direction, specification, information, or material provided by Customer including, but not limited to, the Data, (v) modification of the Services other than by Company or with Company’s written approval, or (vi) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Company. The indemnity provided in this Section and the foregoing remedies constitute Company’s sole liability and Customer’s exclusive remedy for an Infringement Claim.

## 10. TERM AND TERMINATION.

10.1 Term. The Agreement will commence on the Effective Date and continue in effect as set forth on the Order Form or such other documentation provided by Company to you or other written documentation signed by us and you (“**Initial Term**”). Except as otherwise specified in the Order Form, the Agreement will automatically renew for additional periods equal to the Initial Term or one year (whichever is shorter), unless Company gives notice of non-renewal at least 30 days or Customer gives notice of non-renewal at least 30 days before the end of the Initial Term or applicable renewal term.

10.2 Termination. Either party may terminate these terms, for cause, if the other party: (a) breaches the Agreement and does not remedy such failure within 30 days after its receipt of written notice of such breach; or (b) terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. Either party may terminate the Agreement, for convenience, with 30 days prior written notice to the other party. Termination of the Agreement terminates all Schedules and all use of Services by you and your Clients. **All pre-paid Fees are non-refundable unless otherwise agreed by the Parties.**

10.3 Suspension. Company may suspend, terminate, or limit access to the Services at any time if (a) Company determines the Services are being used by you in violation of applicable law; (b) Company determines the Services are being used by you in an unauthorized or fraudulent manner (including any violation of Section 2.3.2 (Prohibited Conduct) of the Agreement); (c) Company determines that your use of the Services adversely affects Company’s equipment or service to others (including if you exceed any usage restrictions for the Services); (d) Company is prohibited by an order of a court or other governmental agency from providing the Services; (e) your non-payment of any Fees owed to Company hereunder within 20 days of the date upon which such payment is due under Section 5 (Fees and Payment); or (f) a security incident or other disaster that impacts the Services or the security of the Data. **Company will have no liability for any damages, liabilities, or losses as a result of any suspension, limitation, or termination of your use of the Services in accordance with this Section.**

10.4 Effect of Termination. Upon any expiration or termination of the Agreement: (a) all rights and licenses granted to you under the Agreement will immediately terminate; (b) you will promptly pay any outstanding balance for the Services rendered through the date of termination; and (c) each party will promptly return to the other party all Confidential Information of such other party then in its possession or destroy all copies of Confidential Information of such other party, at such other party’s sole discretion and direction. The following Sections 2.5 (Ownership), 2.6 (Feedback), 3.1 (Data), 4.2 (Third-Party Services), 5 (Fees and Payment) (for Fees due), 6 (Privacy and Confidentiality), 7 (Representations and Warranties), 8 (Warranty Disclaimer; Additional Use Limitations), 9 (Indemnification), 10.3 (Suspension), 10.4 (Effects of Termination), 11 (Limitation of Liability) and 12 (General Provisions) will survive any termination or expiration of the Agreement.

## 11. LIMITATION OF LIABILITY.

11.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND THE OTHER COMPANY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY—WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE—FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS, EVEN IF

COMPANY OR THE OTHER COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 THE TOTAL AGGREGATE LIABILITY OF COMPANY AND THE OTHER COMPANY PARTIES FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR OUR SERVICES, REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE FEES PAID BY YOU TO COMPANY FOR THE SPECIFIC SERVICES THAT DIRECTLY CAUSED THE DAMAGES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THE AGREEMENT.

11.3 THE LIMITATIONS SET FORTH IN THIS SECTION 11 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT OF COMPANY OR THE OTHER COMPANY PARTIES OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. ADDITIONALLY, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

11.4 Customer acknowledges that the exclusions, disclaimers, and limitations of liability set forth in the Agreement are essential components of the Agreement and form the basis for determining the price charged for the Services, and that Company would not enter into the Agreement without these limitations on its liability. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

## **12. GENERAL PROVISIONS.**

12.1 Contact Details. If you have questions about the Agreement or need to contact Company, please contact a representative of the Company identified on your Order Form or via email at [legal@vetsource.com](mailto:legal@vetsource.com).

12.2 Company Personnel. Company is responsible for the performance of its employees and contractors and their compliance with Company's obligations under the Agreement. Company may use non-employee contractors or agents for the purpose of providing Services hereunder. You acknowledge that the Services include hosted software that processes the Data on a network owned and maintained by Third-Party Services providers.

12.3 Additional Terms. We may supply different or additional terms in relation to some of our Services, such as the terms in the Schedules, and those different or additional terms become part of your agreement with us if you use those Services. If there is a conflict between the Agreement and the additional terms, the additional terms will control for that conflict.

12.4 Force Majeure. In no event will Company be liable or responsible to you, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any of its obligations under the Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Company's reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

12.5 Promotional Material. Neither party will issue or release any announcement, statement, press release, or other publicity or marketing materials relating to the Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Company may, without requiring Customer's consent, include Customer's name, and/or other indicia in its lists of Company's current or former customers in promotional and marketing materials, including on Company's website.

12.6 Independent Contractor. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

12.7 Permitted Assignment. Rights or delegated duties are automatically assigned under the Agreement without prior written consent. A change in control of Customer constitutes an assignment.

12.8 Attorneys' Fees. The prevailing party in any dispute with respect to the Agreement or the Services, including in tort, is entitled to recover reasonable attorneys' fees, costs, and expenses incurred with respect to such dispute and in any appeal.

12.9 Governing Law; Venue. Any dispute arising from the Agreement and your use of the Services will be governed by and construed and enforced in accordance with the laws of Delaware, without regard to conflict of law rules or principles (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. All disputes arising from or relating to the Agreement will be within the exclusive jurisdiction of the state or federal courts located within the State of Delaware and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein.

12.10 Severability. If any provision or part of a provision of the Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from the Agreement and does not affect the validity and enforceability of any remaining provisions.

12.11 Miscellaneous. The failure of a party to exercise or enforce any right or provision of the Agreement will not operate as a waiver of such right or provision. The Agreement reflects the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, representations, statements and understandings of the parties; notwithstanding the foregoing and unless otherwise mutually agreed by the parties in writing, to the extent you have a pre-existing Master Services Agreement in place with Company, all fees and payment terms identified therein will remain in effect for the duration of the then-current Order Form(s) issued under that Master Services Agreement and any changes herein will not affect Company's obligations with respect to Services sold to you under the previous Master Services Agreement and existing Order Form(s) for the duration of those Order Form(s); thereafter, any renewals or new orders for Services will be governed solely by this Agreement. The section titles in the Agreement are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation." Except as otherwise provided herein, the Agreement is intended solely for the benefit of the parties and is not intended to confer third-party beneficiary rights upon any other person or entity. You

agree that communications and transactions between us may be conducted electronically. Each party will bear its own expenses in connection with the performance of its obligations under the Agreement.

### **13. ADDITIONAL DEFINITIONS**

13.1 **“Affiliate”** means any other entity that controls, is controlled by, or under common control with, Company, where “control” means the direct or indirect power to direct the affairs of the other entity through at least 50% of the shares, voting rights, participation, or economic interest in this entity.

13.2 **“Order Form”** means an order form or other agreed upon request for service referencing the Terms of Service that describes the scope of the Services to be provided to Customer.

## SERVICE SCHEDULES

### Schedule A - Client Engagement Services:

Such services are identified at <https://vetsource.com/products/client-engagement/> and currently include:

Starter App:	Our core app features in the Starter Menu below The ability to customize by adding any of the features listed below in the Add-On Menu Custom Branding 2-Way Chat & Virtual Payment Pharmacy Requests Cloud Dashboard Pet Selfies Third-Party Integration Platform Support Knowledge Library Dedicated Success Coach
All-in-1 App:	Every feature in the Vet2Pet platform, listed in the Starter and Add-On menus below Based on annual commitment* Online Reviews Loyalty Program Automated Reminders Appointment Requests App Academy: Team Training and RACE Master Classes
SMS/Text Reminders and Postcards	

The provision and use of the Starter App or the All-in-1 App ("**Mobile App**") is subject to the following additional terms:

Your access and use of Mobile App is governed by the End User License Agreement provided with the Mobile App.

The following terms apply if you install, access, or use the Services on any device that contains the iOS mobile operating system (the "**iOS App**") developed by Apple Inc. ("**Apple**").

- (a) **Acknowledgement.** You acknowledge that these Terms are concluded solely between us, and not with Apple. Company, not Apple, is solely responsible for this iOS App and the content thereof. You further acknowledge that the usage rules for the iOS App are subject to any additional restrictions set forth in the Usage Rules for the Apple iOS App Store Terms of Service as of the date you download the App, and in the event of any conflict, the Usage Rules in the Apple iOS App Store will govern if they are more restrictive. You acknowledge that you have had the opportunity to review the Usage Rules.

- (b) **Scope of License.** The license granted to you is limited to a non-transferable license to use the iOS App on any iPhone, iPod touch, iPad, or any other Apple device that you own or control as permitted by the Usage Rules set forth in the Apple iOS App Store Terms of Service.
- (c) **Maintenance and Support.** You and Company acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- (d) **Warranty.** You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the iOS App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the iOS App by you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. The parties acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of Company. However, Company has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App.
- (e) **Product Claims.** You and Company acknowledge that as between Apple and Company, Company, not Apple, is responsible for addressing any claims relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to (a) product liability claims, (b) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation.
- (f) **Intellectual Property Rights.** The parties acknowledge that, in the event of any third-party claim that the iOS App or your possession and use of the iOS App infringe that third party's intellectual property rights, Company, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.
- (g) **Developer Name and Address.** Any questions, complaints, or claims with respect to the iOS App should be directed to [legal@vetsource.com](mailto:legal@vetsource.com).
- (h) **Third-Party Terms of Agreement.** You will comply with any applicable third-party terms when using the Services.
- (i) **Third-Party Beneficiary.** Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

The following terms apply if you install, access, or use the Services on any device that contains the Android mobile operating system (the "**Android App**") developed by Google, Inc. ("**Google**"):

- (a) You acknowledge that these Terms are between you and us only, and not with Google.
- (b) Your use of our Android App must comply with Google's then-current Android Market Terms of Service.
- (c) Google is only a provider of the Android Market where you obtained the Android App. We, and not Google, are solely responsible for our Android App and the Services and content available thereon. Google has no obligation or liability to you with respect to our Android App or these Terms.
- (d) Google is a third-party beneficiary to the Terms as they relate to our Android App.



## Schedule B - Prescription Management Services

- 1) Such services are identified at <https://vetsource.com/products/prescription-management/> and currently include the following:
  - a) **Prescription Management Services.** Company will provide Customer access to prescription or veterinarian authorized products, over the counter products, pet nutrition products, or other products (the “**Products**”) for sale and delivery to Clients (the “**Pharmacy Services**”). Company will not resell medications that have previously been dispensed to a Client. The sale of any Products will be between Customer and its Client, but the orders for such Products will be fulfilled by Company.
  - b) **Services Description.** Prescription Management Services will be conducted as follows and as applicable: (a) Customer will place orders on a Client’s behalf or Client will place an order for Products via the Online Platform (a “**Pharmacy Order**”); (b) Company will notify Customer of the Pharmacy Order via the Online Platform; (c) a licensed veterinarian, authorized by Customer will verify a Valid VCPR and therapeutic assessment and will approve the Pharmacy Order; (d) Customer will purchase the Products in such Pharmacy Order from Company, which will include a tax assessment, and take title, but not physical possession of the Products; (e) Company will process the Pharmacy Order on behalf of Customer and charge Customer the fees applicable to the fulfillment of such Pharmacy Order via Customer’s e-merchant account; and (f) Company will collect, on Customer’s behalf, payment and any applicable shipping costs and taxes from the Client for such Pharmacy Order, ship the ordered Products directly to the Client and deposit into Customer’s operating account subject to 1.2.2.
    - i) **Online Platform.** Customer acknowledges and agrees that in connection with the Online Platform, Company will post a privacy policy and terms of use on Customer’s e-commerce site on Customer’s behalf. Customer will update any published privacy policy or terms of use as instructed by Company from time to time. Customer will collect, use, and share data regarding Clients, their pets, and personal information with Company only in accordance with Customer’s privacy policy.
      - (1) **Additional Warranty Disclaimer.** THE PRIVACY POLICY AND TERMS OF USE PROVIDED BY COMPANY FOR YOUR USE ON YOUR E-COMMERCE SITE ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND. ANY INFORMATION, INCLUDING WITHOUT LIMITATION THE POLICIES POSTED BY COMPANY ON CUSTOMER’S E-COMMERCE SITE, ARE PROVIDED BY COMPANY “AS IS” AND ON AN “AS AVAILABLE” BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND.
      - (2) **Additional Limitation on Liability.** COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE FOR DAMAGES RELATED TO OR ARISING OUT OF DATA USES OUTSIDE OF COMPANY’S CONTROL OR THE FAILURE OF CUSTOMER TO USE ANY DATA IN ACCORDANCE WITH THE POLICIES POSTED BY COMPANY.
    - ii) **Fees.** Customer will pay Company the then current fees applicable to the fulfillment of Pharmacy Orders. On a monthly basis, Company will deposit funds via ACH from Customer’s e-merchant account into an operating account designated by Customer. Notification of any changes to Vetsource’s fees will be made 14 days in advance.

- iii) Returns. Customer may, in its sole discretion, authorize a Client refund request for a Product. If Customer chooses to authorize a Client's return request, then Company, on Customer's behalf, will refund the Client the price paid for such Product, and Company will not reimburse Customer for the wholesale cost of the product or fees. Vetsource may, in its sole discretion, authorize a Client refund request for a Product, and Company will reimburse Customer for the wholesale cost of the product or fees.
- c) Retail Services. Company will provide Customer access to Client product requests for FDA legend and therapeutic diet products (the "**Retail Request**") that originate from manufacturer authorized sellers ("**Retail Partner**") (in total, the "**Retail Services**"). The sale of any item through the Retail Services will not involve the Customer outside of the services described below. Company will also enable Customer to earn a Digital Processing Program payment of \$2 per request on any Client product requests that Customer responds to digitally (approval, denial or other response) via the Vetsource platform in less than 24 hours from when Client placed said request ("**Applicable Request**").
  - i) Services Description. Retail Services will be conducted as follows and as applicable: (a) the Customer's Client will place a Retail Request via the Retail Services; (b) Company will notify Customer of the Retail Request via the Services; (c) a licensed veterinarian, authorized Customer will verify the Valid VCPR and therapeutic assessment will approve or deny the Retail Request; (d) if approved, the Retail Request item will be shipped to the Client; and (e) Company may facilitate applicable Digital Processing Program payments in the form of a credit to Customer's e-merchant account for all Applicable Requests.
  - ii) Fees. Company will charge no fees to Customer for the Retail Services. On a monthly basis, Company will transfer any payments earned by Customer and credited to Customer's e-merchant account via an ACH from Customer's e-merchant account into a checking account designated by Customer if applicable.
  - iii) Returns. Any returns for Retail Requested items will not involve Customer.
- d) Client Marketing Services. Company will provide Customer branded automated marketing services (the "**Client Marketing Service**") to Clients on behalf of Customer. Client marketing campaigns include content created by Company and may contain promotions sponsored by Company or manufacturers, which may be subject to additional terms (the "**Campaigns**"). Company may provide a preview of the upcoming Campaigns to Customer and will not distribute such Campaigns to Clients if Customer opts out of a Campaign.
  - i) Fees. If applicable, Company will charge then current fees to Customer for the Client Marketing Services.
- e) Compounding Services. At Customer's election, Company will provide Customer access to place orders on a Client's behalf or Client will place an order for compounded medications via the Online Platform (the "**Compounded Medications**") for delivery to Customer's practice or directly to such Client (the "**Compounding Services**"). All Compounding Services orders placed by Customer or its Clients will be fulfilled and processed by Company's compounding Service Provider who is regulated by state boards of pharmacy and federal agencies. For the avoidance of doubt, the sale of any Compounded Medications will be between the Client and the applicable Service Provider and Customer may not purchase the Compounded Medications for

itself or for resale.

- i) Fees. Customer may elect to charge Client a service fee for the prescription and facilitating the purchase of Compounded Medications by Client. Vetsource will charge a credit card processing fee to Customer for the Compounding Services only if Customer elects to charge Clients a service fee.
- ii) Returns. Any returns or refunds for Compounded Medications will be between Customer, Client and the Service Provider providing Compounding Services, as applicable.

**2)** All transactions submitted for fulfillment under this Schedule are subject to the following terms:

The terms in Section 5.3 (Interest) do not apply to the Services fulfilled under this Schedule.

All prescriptions or veterinarian authorized product purchases submitted for fulfillment under this Schedule require a Valid Veterinarian-Client-Patient Relationship (“**Valid VCPR**”) and are subject to the following additional terms:

- a) Only a licensed veterinarian can submit prescriptions or veterinarian authorized product purchases. All electronic prescriptions or veterinarian authorized product purchases are approved by the prescribing veterinarian via their own unique electronic signature (PIN number).
- b) The Doctor of Record is responsible for ensuring that all veterinarians on staff who have the ability to write prescriptions or submit veterinarian authorized product purchases are legally qualified to write and approve a particular item requested. The Doctor of Record is responsible for overseeing other hospital veterinarians and corresponding veterinary practices and protocols.
- c) The prescribing veterinarian, by providing their signature (electronic PIN or otherwise), attests that they have a pre-existing Valid VCPR as defined below by the Code of Federal Regulations, Title 21, Volume 1, Section 530.3 (i) (cited as 21 CFR 530.3 (i)) and that the veterinarian will comply with California Business and Professions Code Section 4829.5 as applicable to the practice.

## Schedule C - Data Services

Such services are identified at <https://vetsource.com/data-insights-pricing/> and currently include:

Practice Overview Report (POR):	Monthly standard report of practice performance
Preventive Care Snapshot (PCS)/Compliance Tracker:	Evaluation of compliance with preventive care standards in the practice including by provider.
RETRIEVER:	Automated email campaign to lapsing patients sent on behalf of the practice.
Daily Dashboard:	Dashboard of key performance metrics delivered using a third-party data visualization tool, which is a Third-Party Service, and refreshed daily.
Custom Dashboards:	Customized dashboards delivered using a third-party data visualization tool, which is a Third-Party Service, and refreshed on your schedule.
Industry Partner Reports:	Reports produced and sponsored by manufacturers, distributors and other industry organizations.
Other Data Tools developed from time to time	VetSuccess periodically develops new tools and services. Some of these are paid services and tools. Other tools and services are available at no cost.

## Schedule D - Data Router for Pet Insurance ("DRPI") Service

- 1) Services Description. After a Client (i.e., pet owner) submits an insurance application or claim for a pet ("**Patient**") to a participating Insurance Provider, the Insurance Provider may request Patient's information from Company. Through Customer's data connection with Company, Company will route the requested Patient's data to Insurance Provider via API as necessary on behalf of Customer. Data may include Client identification information, invoices, and Patient medical records including, but not limited to, treatment, consultations, prescriptions, and other medical information.
  - a) Opt-Out. Customer may opt-out of the DRPI Service at any time by providing Company with notice of Customer's decision to opt-out via email at [datainsights@vetsource.com](mailto:datainsights@vetsource.com) or by other electronic opt out options made available by Company.
  - b) Specified Data. Company will provide Insurance Provider access to a secure API that allows Insurance Provider to request claim-related information and receive a structured and normalized representation of the invoice that the Client previously submitted. If desired, Insurance Provider will also be able to request via this API additional medical information which will return a text-based version of the Patient's medical history, such as SOAP notes, unstructured notes, prescription history, and vitals history, recorded in Customer's PIMS, recorded in Customer's PIMS in proximity before and after the date of the service associated with the request.
  - c) Service Reports. Each month Customer is enrolled in the DRPI Service and has opted in to receiving reports, Company will send Customer a report identifying the Patient information that was routed to each Insurance Provider during the prior calendar month. Such monthly reports will be available to Customer within the Data & Insights portal portion of the Online Platform. Company is not responsible for (i) any failure in report delivery due to Customer providing an incorrect email address or Customer's firewall blocking email delivery, or (ii) any loss or damage arising from the email or attachments, including any corruption or viruses which result from email transmission.
- 2) Changes to Data. Company may adjust the data elements at no cost to Customer, so long as any revised data elements are data elements Customer captures as part of its standard data collection or documentation protocols.
- 3) Consents Obtained. Disclosures may only be made pursuant to the written authorization of each Client. Customer will obtain any necessary consents from Client to allow Company to process an insurance claim; such consent may be obtained at the time Client submits the initial request to have Client's information shared for the purposes of the Services.
- 4) No Data Vetting. All data input into the Services will be routed to the Insurance Provider as-is. Company does not review any data for accuracy or appropriateness or otherwise modify or remove any data prior to sharing with the Insurance Provider. **Customer should not transmit, disclose, or make available sensitive data to Company, such as payment card information or any other sensitive personal information.**
- 5) Fees. Company does not currently charge fees to Customer for the DRPI Services; however, Company reserves the future right to charge fees for the DRPI Services provided Company gives Customer reasonable notice of such change and the opportunity to opt-out of receiving the DRPI Services.