

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (THIS "AGREEMENT") SETS FORTH THE TERMS ON WHICH HENRY SCHEIN VETERINARY SOLUTIONS, LLC. ("HSVS") AGREES TO PROVIDE YOU WITH TECHNICAL SUPPORT AND OTHER PROFESSIONAL SERVICES (THE "SERVICES") ORDERED BY YOU AND AGREED TO BY HSVS FROM TIME TO TIME. PLEASE READ THIS AGREEMENT CAREFULLY. BY PLACING AN ORDER FOR OR RECEIVING SERVICES FROM HSVS, YOU AGREE, ON BEHALF OF YOURSELF AND YOUR COMPANY, TO BE LEGALLY BOUND BY THE PROVISIONS OF THIS AGREEMENT.

- 1. Services.** HSVS shall provide you with Services ordered by you and agreed to by HSVS from time to time. AVImark® technical support and other standard service offerings are provided in accordance with HSVS' then-current policies and procedures, and limited to the then-current version(s) of AVImark supported by HSVS. Additional detail is available at http://hsveterinarysolutions.com/eula_termsandconditions. If you do not have Internet access, please contact HSVS to request a paper copy of these materials.
- 2. Fees and Charges.** All Services shall be billed at the rates and in accordance with the payment schedule set forth in the order. If you provide HSVS with credit card, electronic funds transfer, or other accepted payment information, you represent and warrant that such information is and shall be updated to remain accurate and complete, and authorize HSVS or its agent to debit your account automatically for the Services. Unless otherwise specified, all amounts are stated and payable in U.S. Dollars, and are non-refundable. HSVS reserves the right to charge interest on overdue amounts at the rate of 1.5% per month (18% per annum) or the lesser maximum rate permitted by applicable law. The fees are exclusive of taxes associated with the Services, however designated or levied. You are solely responsible for such taxes, excluding taxes based on HSVS' net income.
- 3. Term; Termination.** The term of the Services shall be as indicated in the order. AVImark technical support shall renew automatically on an annual basis at then-current applicable pricing, unless a party provides written notice of non-renewal at least thirty (30) days prior to expiration of the then-current term. Either party may terminate an order for Services: (i) if the other party materially breaches this Agreement or the order (including by non-payment), and fails to cure such breach within thirty (30) days after receiving written notice thereof; or (ii) for any other basis set forth in the applicable order. Additionally, HSVS may terminate Services immediately if your license to AVImark terminates, or suspend the Services if you are delinquent in payment.
- 4. Services Warranty.** HSVS warrants the Services shall be performed in a professional and workmanlike manner. The foregoing warranty is subject to you notifying HSVS promptly, and in any event within thirty (30) days after performance of nonconforming Services, of a breach, and providing HSVS with all information and assistance reasonably requested in connection therewith. Upon receiving timely notice, as HSVS' entire obligation and your sole and exclusive remedy, HSVS shall use commercially reasonable efforts to re-perform, provide a workaround for, or otherwise remedy the nonconforming Services.
- 5. DISCLAIMER.** EXCEPT FOR THE SERVICES WARRANTY SET FORTH IN SECTION 4, THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. HSVS SPECIFICALLY DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RESULTS AND EFFORTS.
- 6. Proprietary Rights.** All use of AVImark is subject to the applicable AVImark software license agreement. Unless otherwise specified by HSVS, all updates to AVImark made available as part of technical support or other Services are licensed under such AVImark software license agreement. HSVS shall retain exclusive right, title and interest in and to all AVImark updates and other deliverables developed or provided as part of the Services, even if you request, pay for, or provide any suggestions or feedback in connection therewith.
- 7. LIMITATIONS ON LIABILITY.** IN NO EVENT SHALL HSVS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT. THE TOTAL CUMULATIVE LIABILITY OF HSVS ARISING OUT OF AND RELATED TO THE SERVICES AND THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY YOU TO HSVS FOR SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM. THESE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, OR OTHERWISE), REGARDLESS OF THE NUMBER OF INCIDENTS GIVING RISE TO LIABILITY, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.
- 8. Miscellaneous.** (a) This Agreement shall be governed and interpreted for all purposes by the laws of the State of Missouri, without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. (b) Any dispute, action or proceeding arising out of or related to the Services or this Agreement shall be commenced in the state courts of Winnebago County, Wisconsin or, if proper subject matter jurisdiction exists, the United States District Court for the Wisconsin. Each party irrevocably submits to the exclusive personal jurisdiction and venue of such courts and waives any objections thereto, including an objection based on *forum non conveniens*; provided, however, HSVS shall have the right to compel your payment obligations and to obtain injunctive or other equitable relief in any court of competent jurisdiction. (c) All notices shall be in writing, and shall be delivered personally or by postage prepaid certified mail or express courier service, return receipt requested. Notices to you may be directed to the most current address on file. Notices to HSVS shall be directed to HSVS' then-current corporate headquarters address to the attention of the President. (d) You may not assign this Agreement, in whole or in part, without the prior written consent of HSVS. HSVS may freely assign this Agreement, including to an affiliate or successor in interest, and may delegate its obligations to subcontractors. (e) If any provision of this Agreement is determined to be unenforceable under applicable law, such provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible, or severed from this Agreement if such amendment is not possible, and the remaining provisions of this Agreement shall continue in full force and effect. (f) This Agreement sets forth the entire agreement of the parties, and supersedes all prior agreements and understandings, whether written or oral, with regard to the subject matter hereof. This Agreement may be amended only by a written instrument signed by you and a duly authorized representative of HSVS.