

# Data Vault

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1. USE of this Service (the “Service”) consists of the right of a Subscriber of the Service (*“the Customer”*) to electronically transmit and store computer data using either a private data communications network, or the Internet into a location maintained by **DATA VAULT** and to retrieve this data should this be required. **DATA VAULT** makes the Service available to *“the Customer”* during the period *“the Customer”* maintains a paid subscription to the Service. *“The Customer”* must be a current licensed user of **DATA VAULT’S** software, for Services where software is required to provision access.
2. These terms and any additional Operating Rules published by **DATA VAULT** from time to time constitute the entire and only agreement (collectively, the “Agreement”) between **DATA VAULT** and *“the Customer”* (including Subscriber’s designated users) with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. Upon notice published over the Service, **DATA VAULT** may modify this Agreement, the Operating Rules or prices, and may discontinue or revise any or all other aspects of the Service at its sole discretion and without advance notice Unless otherwise agreed, *“the Customer’s”* right to use the Service or to designate users is not transferable and is subject to any limits established by **DATA VAULT**.
3. Subscriber shall pay in advance any registration or service fees and other charges incurred by *“the Customer”* or *“the Customer’s”* designated users at the rates in effect for the billing period in which those charges are incurred. In addition, *“the Customer”* shall provide **DATA VAULT** with a current street address and Internet e-mail address for future communications and shall notify **DATA VAULT** of any change of the address. *“The Customer”* shall pay all applicable taxes related to use of the Service by *“the Customer”* or *“the Customer’s”* designated users. **DATA VAULT** may, in addition, at its sole discretion and without notice to *“the Customer”*, (a)

suspend its performance under this Agreement and deny “*the Customer*” and (or) “*the Customer’s*” designated users’ access to and use of the Service until “*the Customer*” is back in good standing, or (b) terminate this Agreement and “*the Customer*” and (or) “*the Customer’s*” designated users’ access to and the use of the Service. Further, **DATA VAULT** may cancel the Service to “*the Customer*” without cause upon thirty days (30) prior written notice. “*The Customer*” must provide **DATA VAULT** with written notice of “*the Customer’s*” intent to terminate use of the Service. At the time of cancellation, the “*the Customer’s*” access to any of “*the Customer’s*” data stored by the Service may be permanently terminated. **DATA VAULT** will not provide a refund for any unused portion of the Services paid in advance by “*the Customer*”.

4. 4. No bailment or similar obligation is created between “*the Customer*” (and/or “*the Customer’s*” designated users) and **DATA VAULT** with respect to “*the Customer’s*” stored d “*The Customer*” is solely responsible for maintaining the confidentiality of passwords, including restricting the use of the password by “*the Customer’s*” designated users. “*The Customer*” shall be responsible for all use of the Service accessed through “*the Customer’s*” password. **DATA VAULT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO ‘THE CUSTOMER’, or THE CUSTOMER’S” DESIGNATED USERS, OR OTHER USERS OF THE SERVICE TO MONITOR, SUPERVISE OR OVERSEE THE CONTENTS OF FILES STORED ON THE SERVICE. DATA VAULT IS NOT RESPONSIBLE FOR PROVIDING “THE CUSTOMER” WITH PASSWORDS IN THE EVENT OF A FORGOTTEN PASSWORD. WITHOUT THE CORRECT PASSWORD, “THE CUSTOMERS” DATA WILL REMAIN ENCRYPTED AND INACCESSIBLE.**
  
5. 5. “*The Customer*” shall not use the Service for storage, possession or transmission of any information, the possession, creation or transmission of which violates any law, including without limitation, stolen materials, obscene materials or child pornography. “*THE CUSTOMER’S*” BACKUP FILES MAINTAINED BY **DATA VAULT** ARE SUBJECT TO EXAMINATION BY LAW ENFORCEMENT OFFICIALS OR OTHERS WITHOUT “*THE CUSTOMER’S*” CONSENT UPON PRESENTATION

TO “*THE CUSTOMER*” OR **DATA VAULT** OF A SEARCH WARRANT OR SUBPOEN

6. 6. “*The Customer*” agrees to indemnify **DATA VAULT** against liability for use of “*the Customer’s*” account which liability is a direct result of “*the Customer’s*” misuse or negligent use of its account(s).
  
7. 7. **DATA VAULT** may make copies of all files stored as part of the backup and recovery of servers utilised in connection with some of the Services. **DATA VAULT** is not obligated to archive such copies and will utilise them only for backup purposes. They will not be accessible to “*the Customer*”.
  
8. 8. “*The Customer*” is responsible for and must provide all telephone and other equipment and services necessary to access the Service “*The Customer*” should maintain a primary electronic file of all materials stored in the Service. “*The Customer*” should not utilise the service as a substitute for primary electronic file maintenance. The Customer will be responsible for working with **DATA VAULT** to insure that **DATA VAULT** can gain remote access to the clinical data and install the “**DATA VAULT**” utility. “*The Customer*” must maintain all appropriate hardware, software and connection requirements for the Service to operate. Failure to deliver any service for reasons of hardware, software or connection requirements will not be the responsibility of **DATA VAULT**.
  
9. 9. “*THE CUSTOMER*” EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT “*THE CUSTOMER’S* SOLE RISK NEITHER **DATA VAULT** NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR **DATA VAULT** OR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKES ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE

SERVICE. THE SERVICE IS MADE AVAILABLE ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NEITHER **DATA VAULT** NOR ANYONE ELSE INVOLVED IN CREATING, DELIVERING OR MAINTAINING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. IN NO EVENT WILL **DATA VAULT’S** LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY SUBSCRIBER, IF ANY, FOR THE SERVICE FOR THE TWELVE-MONTH PERIOD PRECEDING THE EVENT FORMING THE BASIS OF THE CLAIM.

10. 10. The provisions of paragraphs 4, 6, 7, and 9 are for the benefit of “*the Customer*” and its respective Suppliers, Licensors, Employees, and Agents; and each shall have the right to assert and enforce such provisions directly on its own behalf.
11. 11. This agreement is, and shall be governed by and construed in accordance with the law of the United Kingdom applicable to agreements made and performed in the United Kingdom.
12. 12. Notwithstanding any acknowledgment of “*the Customer*” purchase order by **DATA VAULT**, any provision or condition in any purchase order, voucher, letter or other memorandum of “*the Customer*” which is in any way inconsistent with, or adds to, the provisions of this agreement is null and void. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement.

If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect. The provisions of paragraph 9 and 12 and all obligations of and restrictions on “*the Customer*” and its designated users shall survive any termination of this Agreement.

13. 13. Service is normally available to you “*the Customer*” when it is within the operating range of our system but may be available outside of that area by other prearranged conditions or agreements. Service is subject to transmission limitation, reduction in transmission speed, or interruption caused by weather, your equipment, terrain, obstructions such as trees or buildings, or other conditions. Service may be limited in some areas where high speed connectivity is not available or may be temporarily limited or interrupted due to system capacity limitations, system repairs or modifications, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses or violations of our Acceptable Use Policy. Interruption may also result from nonpayment of charges by you. We may block access to **DATA VAULT** if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our system. We may, but do not have an obligation to, refuse to transmit any information to the Service and may screen and delete extracted information prior to posting data or information on **DATA VAULT** system as permitted by law. **DATA VAULT** system may be incompatible with another carrier’s network.

14. 14. Account Access and Unauthorised Us Any person able to provide information we deem sufficient to identify you and the Account is authorised by you to receive information about and make changes to your Account, including adding new Service. You are responsible for safeguarding your system access information (such as your user name, password or account number) and failure to do so may result in expense to you. If your user name or password is stolen or Service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). You will remain responsible for all charges incurred before you notify us. You agree to cooperate with us in any fraud

investigation and to use any fraud prevention measures we prescribe. Failure to reasonably cooperate may result in your liability for all fraudulent usage.

15. 15. Use of Servi Reproduction, retransmission, dissemination or resale of Service is prohibited without prior written contractual arrangements and/or approvals from **DATA VAULT**. You are responsible for your connection compatibility with our Service. You are responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from your PC required to use the Service. Except as provided otherwise by law, you have no property rights to any Identifier, including, without limitation, any IP address, any email address or any other identifier, provisioned by us, or our agents, and you agree we may change any such Identifier at any time with or without prior notice to you. In the event we are required by law to transfer any Identifier to you on termination of this Agreement, we may charge you a fee.

16. 16. SUBSCRIPTION SERVICES: HSVS may access electronic records regarding the Customer's clients and their pets ("Individual Information") from Customer's locally installed Software and the database maintained in connection with such Software. All Individual Information will be encrypted or otherwise protected when transferred from Customer's locally installed Software to HSVS. HSVS shall implement safeguards and data security protocols designed to prevent the unauthorized disclosure of Individual Information. Customer agrees that HSVS is permitted to access and use the data maintained on Customer's locally installed Software and any database maintained in connection with the Software (the "Customer Data").

Customer acknowledges the value to veterinary science and the veterinary industry of statistical information on diseases and treatments and of the benefit of assisting HSVS or third parties who provide useful information to the veterinary industry, veterinarians and pet owners. Customer understands that HSVS may access, analyze and/or aggregate Customer Data with data and other statistics that it gathers from sales, customer support, website traffic or its other customers (including Individual Information), and may provide such Customer Data and other information to third parties on a non-personally identifiable (aggregated) basis. Individual Information

that personally identifies clients or their pets, including financially identifiable information which would allow individual clinics or natural persons to be identified, will not be exchanged or sold. Information (including Individual Information) may be exchanged among HSVS, its subsidiaries, affiliates and service providers as needed for business purposes, such as account administration, customer service, transaction processing, consumer reporting, processing and delivery of account statements, research and analysis, and delivery of products and services. Notwithstanding the foregoing, HSVS may disclose Individual Information (i) to fulfill legal or regulatory requirements; (ii) if we believe, in good faith, that such disclosure is required or necessary to protect our or others' rights or to prevent harm;(iii) in accordance with the Customer's instructions; or (iv) as reasonably necessary to provide the services Customer has requested.

17. Cancellation requires 20 days notice, in writing.