

MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS CUSTOMER'S (DEFINED BELOW) ACQUISITION AND USE OF COMPANY'S (DEFINED BELOW) SERVICE. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE OR EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL CLICKING THE BOX OR SIGNING THE ORDER FORM FOR CUSTOMER IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY.

Last Updated: April 13, 2016

1. **Definitions.** Capitalized terms used in this Agreement will have the meaning provided in this Section 1 or as otherwise provided where such terms are first used.

1. **"Authorized Practice"** means the specific Customer veterinary practice(s) identified in the Order Form which are authorized to access the Service for the Authorized Purpose. Customer may request the addition of additional Authorized Practices as set forth in Section 2.4 below.

2. **"Authorized Purpose"** means (i) the creation and storage of Records created by Customer's Authorized Practice, and (ii) the sharing of Records with animal owners and third party veterinarians or other animal caregivers.

3. **"Authorized User"** means the specific Customer employees that access the Service on behalf of an Authorized Practice.

4. **"Company"** means Vitus Animal Health, Inc., with offices at 9150 Belvedere Drive, Urbana, MD 21704.

5. **"Confidential Information"** means all confidential information disclosed by a party to the other party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data; Company Confidential Information shall include the Service (including information relating to its performance, reliability, stability, operation, techniques, processes, ideas, algorithms, or software design and architecture) and any Feedback; and Confidential Information of each party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

6. **"Customer"** means the individual, company or legal entity that has accepted this Agreement (or on behalf of which this Agreement has been accepted).

7. **"Customer Data"** means data provided to Company by or on behalf of Customer for facilitating the purposes of this Agreement, including, without limitation, Records. Customer Data does not include any aggregated, de-identified or otherwise anonymized data.

8. **"Effective Date"** means that date Customer accepted this Agreement.

9. **"Record"** means a medical record regarding an animal that is a patient of an Authorized Practice.

10. **"Service"** means the online platform to which access is provided to Customer pursuant to this Agreement, as described in the Order Form.

11. **"Order Form"** means an ordering document or online order specifying pricing terms and service details.

2. **Access to Service.**

1. **Grant.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a nonexclusive and nontransferable right during the Term to allow the Authorized Users to access and use the Service on behalf of an Authorized Practice for the Authorized Purpose. Customer shall not allow access to the Service by any user than an Authorized User, for the benefit of any practice other than an Authorized Practice, or for use other than as reasonably necessary for the Authorized Purpose.

2.2 Reservation of Rights. Customer acknowledges that it is only granted access to the Service for the Authorized Purpose during the Term in accordance with Section 2.1 and agrees that it shall not use the Service except as permitted under Section 2.1. Customer acknowledges that Company retains title to the Service. Company hereby reserves all rights to the Service or any copyrights, patents, trademarks or other intellectual property rights embodied or used in connection therewith, except for the rights expressly granted herein.

2.3 Additional Restrictions. Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) transfer, distribute, sell, lease, license or sublicense access to the Service; (b) decompile, disassemble, or reverse engineer the Service, in whole or in part, or attempt to do any of the foregoing; (c) write or develop any derivative software or any other software program based upon the Service or any Company Confidential Information; (d) use the Service to provide services to third parties, or otherwise use the Service on a 'service bureau' basis; (e) provide, disclose, divulge or make available to, or permit use of the Service by any third party without Company's prior written consent; (f) integrate or connect the Service with any software or service provided by a third party without Company's prior written consent.

2.4 Authorized Users and Practices. Customer acknowledges and agrees that it is responsible for all use or misuse of the Service by its Authorized Users, and a breach by any Authorized User of any term of this Agreement shall be deemed a breach under this Agreement. As between the parties, Customer agrees that is responsible for notifying and obtaining the agreement of such Authorized Users to the restrictions with respect to the Service. Company reserves the right to immediately suspend any or all Authorized Practices' access to the Service if Company believes, in its sole discretion, that an Authorized User has misused the Service. Each Service account login provided to an Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity or used on behalf of any practice other than an Authorized Practice. Customer shall notify Company in writing if Customer wishes to add Authorized Practices; Company may accept or deny such request in its sole discretion. In the event Company accepts Customer's request to add Authorized Practices, the scope of this Agreement will be deemed to include such Authorized Practice, and the subscription fees will increase per added Authorized Practice as described in the Order Form.

2.5 Feedback. From time to time, Customer may provide to Company (either on its own accord or at the request of Company) feedback, analysis, suggestions and comments (including, but not limited to, bug reports and test results, and design suggestions or ideas) related to the Service (collectively, "Feedback"). As between Company and Customer, all right, title and interest in and to any such Feedback shall be owned by Company. Customer agrees that Company shall have the perpetual, irrevocable and worldwide right to use, modify, license, sublicense and otherwise exploit all or part of the Feedback or any derivative thereof in any manner or media now known or hereafter devised without any remuneration, compensation or credit to Customer.

2.6 Customer Data. Subject to the terms and conditions of this Agreement, Customer grants to Company a non-transferable (except pursuant to Section 7.1 below), perpetual license to use, reproduce, distribute and display the Customer Data (i) as required to fulfill Company's obligations under this Agreement; (ii) to provide a Record to the owner of an animal that is the subject of such Record; (iii) to provide a Record to third party veterinarians or caregivers that are involved in the care of an animal that is the subject of such Record; (iv) to improve the Service and other Company services and products; and (v) to create anonymized and/or aggregated data sets. Customer represents and warrants that it has all necessary rights to grant Company the rights set forth in this Section 2.6, and shall indemnify, defend and hold Company harmless from any third party claim, action, suit or proceeding made or brought against Company arising out of or related to Company's use of Customer Data.

3. Fees.

3.1 Payment of Fees. In consideration of the access granted pursuant to Section 2.1, Customer shall pay Company the fees set forth in the Order Form (the "Fees"). Any amounts not paid within 30 days will be subject to interest of 1.5% per month, which interest will be immediately due and payable. Payment obligations are non-cancelable and fees are non-refundable.

3.2 Taxes. All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse Company for all federal, state, dominion,

provincial, or local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of Company).

3.3 Payment Terms. Unless specified in the Order Form, Customer shall provide Company with valid and updated credit card information, and Customer authorizes Company to charge such credit card for all Fees due during the Term. Such charges shall be made in advance in accordance with the billing frequency set forth in the Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Company will invoice Customer in advance and otherwise in accordance with the Order Form, and invoices charges are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.

4. Limited Warranty and Limitation of Liability

4.1 Disclaimer. Company makes no warranties, whether express, implied, or statutory regarding or relating to the Service, or any materials or services furnished or provided to Customer under this Agreement. COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

4.2 Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICE, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES WILL NOT, IN ANY EVENT, EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT. The provisions of this Section 4 allocate risks under this Agreement between Customer and Company. Company's pricing of the Service reflects this allocation of risks and limitation of liability.

5. Confidential Information

5.1 Non-Use and Non-Disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees who do not have a need to know. Notwithstanding, Company may disclose Customer Data as permitted pursuant to Section 2.6, and either party as receiving party may disclose such Confidential Information that is required by law to be disclosed if the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

5.2 Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

6. Term and Termination

6.1 Term. This Agreement will take effect on the Effective Date and will remain in force as set forth in the Order Form (the "Term").

6.2 Termination by Customer. After the Initial Term (as defined in the Order Form), this Agreement may be terminated by Customer upon thirty (30) days' prior written notice to Company, with or without cause, provided that no such termination will entitle Customer to a refund of any portion of the subscription fees.

6.3 Termination Events. Company may, by written notice to Customer, terminate this Agreement if any of the following events (“**Termination Events**”) occur:

(a) Customer fails to pay any amount due Company within fifteen (15) days after Company gives Customer written notice of such nonpayment; or

(b) Customer is in material breach of any nonmonetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after Company gives Customer written notice of such breach.

If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Customer’s or Company’s treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming Company’s liability, which provisions will survive termination of this Agreement.

6.4 Survival and Termination Obligations. Immediately upon expiration or termination of this Agreement for any reason whatsoever, Customer will cease all access to and use of the Service. In addition, no later than thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Customer shall return all any Confidential Information of the Company in its possession that is in tangible form. Customer shall furnish Company with a certificate signed by an executive officer of Customer verifying that the same has been done. Sections 2.2-2.6, 3, 4, 5, 6.3-6.4, and 7 shall survive any termination or expiration of this Agreement.

7. Miscellaneous

7.1 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Company. Company may assign this Agreement without consent in connection with its reorganization, reincorporation, sale of assets, merger or consolidation, without the prior written consent of Customer. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of this Section 8.1 shall be null and void.

7.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be, (a) in the case of the Company (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by overnight air courier, in each case properly posted and fully prepaid to the address set forth in the first paragraph of this Agreement or (b) in the case of Customer, at the Company’s discretion, (i) sent by e-mail to the address provided in the Order Form (ii) delivered in person, (iii) sent by first class registered mail, or air mail, as appropriate, or (iv) sent by overnight air courier, in each case (b)(ii) through (b)(iv) properly posted and fully prepaid to the address provided in the Order Form. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

7.3 Limitation on Claims. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.4 No Warranties. No employee, agent, representative or affiliate of Company has authority to bind Company to any oral representations or warranty concerning the Service. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.5 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

7.6 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. 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 and will not be deemed to be 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. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

7.7 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

7.8 Integration. This Agreement (including any Order Form) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties.

7.9 Purchase Orders. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Service will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Company to object to such terms, provisions or conditions.

7.10 Export. Customer acknowledges that the Service may contain features subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by the Customer and its Authorized Practices with United States and local country laws and regulations and shall not export, use or transmit the Service (i) in violation of any export control laws of the United States or any other country, or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Order.

7.11 U.S. Government Restricted Rights. If the Service is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that (i) the Service and accompanying materials constitute "commercial computer software" and "commercial computer software documentation" under paragraphs 252.227.14 and 252.227.7202 of the DoD Supplement to the Federal Acquisition Regulations ("DFARS") or any successor regulations, and the Government is acquiring only the usage rights specifically granted in this Agreement; (ii) the Service constitutes "restricted computer software" under paragraph 52.227-19 of the Federal Acquisition Regulations ("FAR") or any successor regulations and the government's usage rights are defined in this Agreement and the FAR.

7.12 Publicity. Customer acknowledges that Company may desire to use its name in press releases, product brochures and financial reports indicating that Customer is a customer of Company, and Customer agrees that Company may use its name in such a manner, subject to Customer's consent, which consent will not be unreasonably withheld.

7.13 Execution. This Agreement is deemed to be executed by the parties upon marking of the box indicating acceptance of the Terms and Conditions and submission of the Order Form by clicking the button marked "Place My Order."

7.14 Governing Law. This Agreement shall be governed by the laws of the United States and the State of New York, without reference to conflict of laws principles. Any dispute between the parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in New York County, New York. The parties hereby consent to the exclusive jurisdiction and venue of such courts.