End User License Agreement ("Agreement"): This Agreement is an addendum to a Service Agreement by and between you ("Client") and Shepherd Veterinary Software, LLC, an Arizona LLC ("Shepherd"). Client and Shepherd are collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, Shepherd owns and manages a practice information management system for veterinary practices (the "PIMS"); WHEREAS, Client desires to access and use the PIMS;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions contained in this Agreement and the Service Agreement, the Parties hereby agree as follows:

1. PIMS Access. Shepherd shall provide Client full access and use to the PIMS.
2. Use of PIMS. Client agrees to use the PIMS solely to manage its own business and for no other purposes.
3. Payment
   a. Client agrees to pay any taxes applicable to its purchase of access to the PIMS or, if Shepherd is required to collect such taxes from Client, Client agrees to pay such taxes when invoiced by Shepherd.
   b. Initial Payment will be prorated from the launch date to end of that month. All subsequent monthly payments shall be due on the first day of the month.
4. Term
   a. This Agreement is effective as of the day Shepherd grants Client access to the PIMS, will continue for an initial term of one (1) year, and will automatically renew thereafter for successive one (1)-year terms.
   b. Client may give notice at any time that it wishes to terminate this Agreement, and the effective date of the termination will be fourteen (14) days after Client has given notice that it wishes to terminate this Agreement, provided Client has paid all Payments due through the date of termination.
   c. Shepherd may give notice at any time that it wishes to terminate this Agreement, and the effective date of the termination shall be three (3) months after Shepherd's notice.
   d. Shepherd may temporarily suspend Client's access to the PIMS if Shepherd determines i) there is a threat of attack or security risk, ii) that Client is accessing the PIMS contrary to the terms of this Agreement or iii) if Client is more than thirty (30) days past due on its Payment.
   e. The provisions of Sections 2, 3, 5, 6, 7, 8, 9 and 10 shall survive termination of this Agreement.
5. Ownership, Trademarks, Service marks and Logos
   a. Shepherd retains all ownership of the PIMS, its trademarks, service marks and logos, including all future changes to the PIMS even if they were changes that came about at the suggestion of Client.
   b. Client shall not, by itself, with others or in order to assist others, (i) modify, reproduce, adapt or translate any portion of the PIMS, or create derivative works based upon the

PIMS, (ii) access the PIMS (including, without limitation, any databases or data thereof) by any means other than through an interface that is provided by Shepherd for such access (if any); or (iii) access or use the PIMS to build or modify a competitive product or service.

    c. Client retains all ownership of its trademarks, service marks and logos.

    d. Upon termination of your subscription, Client will receive all data as raw data tables exported in .CSV form and up to two data backups as needed

    e. Client is the sole owner of its customers' data ("Customer Info"). Client will obtain all legally required consents for the collection of its Customer Info and will only use Customer Info in compliance with all applicable legal requirements. Shepherd and its affiliated companies may analyze, publish and make use of anonymized and deidentified practice data. Each Party will make commercially reasonable effort to protect Customer Info. All Customer Info and other and we collect through or in connection with PIMS is subject to our Privacy Policy, as amended from time to time, which can be viewed at: https://www.shepherd.vet/privacy-policy/. By installing, using, and providing information to or through PIMS, you consent to all actions taken by Shepherd with respect to Client's information and Customer Information in compliance with the Privacy Policy.

    f. Shepherd will not communicate with Client's customers except at the behest of Client.

    g. With client opt in, Shepherd may share client and customer data with integrated third-party products and services.

6. Disclaimer. Except as expressly provided herein, the PIMS is provided "as is" and "as available" to the fullest extent permitted by law. Shepherd does not make any warranty about the PIMS, express, implied, statutory, or otherwise, including without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Shepherd does not represent that client's use of the subscription services or software will be secure, uninterrupted or error free. Client is responsible and liable for all uses of the PIMS, will use its own judgment, training, experience and expertise in servicing its customers and will not rely on recommended dosages or procedures that are presented by the PIMS. No statement or information, whether oral or written, obtained from Shepherd in any means or fashion shall create any warranty not expressly and explicitly set forth in this agreement.

7. SMS and email and templeted communication.

    a. Client expressly agrees to comply with the Telephone Consumer Protection Act, the Telemarketing Sales Rule, the CAN-SPAM Act and all other federal and state laws applicable to consumer communications. In no event shall Shepherd be held liable for client's unlawful use of communication services.

    b. Shepherd offers various templated forms and waivers to assist in customer engagement. Client agrees to comply with all federal and state laws applicable to the use and content of these templates. In no event shall Shepherd be held liable for client's unlawful use of these services.

8. Limitation of liabilities. Shepherd takes, and will continue to take, commercially reasonable measures to ensure the integrity and security of practice data, but, to the fullest extent permitted by law, Shepherd will not be responsible for any misuse or storage of illegal or

sensitive client data. Likewise Shepherd will not be responsible for any lost profits, revenues, data, losses or indirect, special, consequential, exemplary or punitive damages due to its failure to protect said data. In no event shall the aggregate liability of either party arising under this agreement, whether in contract, tort or otherwise, exceed the total amount of fees paid by Client to Shepherd within the preceding twelve (12) months.

9. Governing Law, Dispute Resolution
   a. This Agreement, its interpretation, performance or any breach thereof, will be construed in accordance with, governed by, and all questions with respect thereto will be determined by the laws of the State of Delaware applicable to contracts entered into and wholly performed within said state.
   b. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York City before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
   c. The non-prevailing Party shall be liable to the prevailing Party for all costs and expenses related to any litigation or dispute resolution, including reasonable attorney's fees.

10. Miscellaneous
    a. Each Party represents and warrants that it is duly qualified and licensed to do business in all jurisdictions necessary to conduct its obligations under this Agreement, and that the making of this Agreement does not violate any law, regulation, or agreement to which it is a Party.
    b. This Agreement shall not be construed as creating an employee-employer, agency, partnership, or joint venture relationship between the Parties. Each Party shall have the obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed under this Agreement by them and shall be liable for the acts and omissions of their own employees and agents in performing their respective obligations hereunder.
    c. Shepherd may amend this Agreement at any time and such amendment shall be effective one business day after Shepherd emails Client a link to the amended Agreement. Client may terminate this Agreement if Client does not agree to be bound by such amendment.
    d. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either Party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement.
    e. In the event any of the provisions of this Agreement are found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.
    f. All notices under this Agreement, unless specified otherwise herein, shall be in writing and sent to the Parties at their respective addresses (i) by a nationally recognized overnight mail service, (ii) by U.S. mail with proper postage affixed, return receipt

requested or (iii) by email followed by an original copy sent by a nationally recognized overnight mail service or sent by mail with proper postage affixed, return receipt requested.

g. No failure by either Party to exercise, or any delay in exercising and dealing, with respect to any right of such Party regarding an obligation of the other Party to this Agreement shall operate as a waiver thereof, unless, and then only to the extent, agreed to in writing by both Parties. Any single or partial exercise by either Party of any of its rights shall not preclude such Party from any other or further exercise of such right or the exercise of any other right. Any single or partial waiver by either Party of any obligation of the other Party under this Agreement shall constitute a waiver of such obligation only as specified in such waiver and shall not constitute a waiver of any other obligation.

h. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement. Shepherd reserves all rights not expressly granted to Client in this Agreement.

i. The Section headings in this Agreement are for convenience only

j. Shepherd will cover the initial expense of a standard migration. Should the Client delay onboarding for more than five months after the initiation of the data migration process, cancel the agreement with Shepherd within the first twelve months, or fail to launch with Shepherd, the Client will be responsible for a $2,750 migration fee. This fee does not apply to practices for which Shepherd has not facilitated data migration. Shepherd will make all reasonable efforts in good faith to identify and correct errors that fall within the scope of supported data sets during the data migration process. This service will be available for a period of up to 90 days from the established launch date.