

Terms and Conditions to Patterson Mobile Veterinary Preferred Program (MVP Program)

1. Representations and Warranties.

1.1. *By Customer.* Customer represents that (i) its performance of its responsibilities under this agreement will comply with all applicable laws in all material respects; and (ii) it is appropriately licensed to purchase from Patterson Veterinary.

1.2. *By Patterson Veterinary.* Patterson Veterinary represents that its performance of its responsibilities under this agreement will comply with all applicable laws in all material respects.

2. Term and Termination.

2.1. *Term.* The initial term of this agreement is one year from the enrollment date as indicated in accompanying enrollment email. After the initial term, this agreement will automatically renew for successive one-year terms on the anniversary of the Effective Date, unless either party terminates in accordance with this section.

2.2. Termination.

2.3. *Uncured Material Breach.* Either party may terminate this agreement if the other party fails to cure a material breach of this agreement within 30 days of receiving written notice of the breach. *Option After Two Years.* After two years from the Effective Date, either party may terminate this agreement, for any reason, by providing the other party with written notice at least six months prior to the next renewal date.

2.4. Effect of Termination. Upon termination, the following will happen:

2.4.1. The parties will reconcile and make payment for any outstanding debts on either side

2.4.2. All property and Confidential Information (defined below) will be returned to the Discloser (defined below).

3. *Audit and Inspection Rights.* During the term of this agreement, and for six months following termination, both parties may audit and inspect documents reasonably related to this agreement, and make copies and discuss said documents with the party's officers and independent public accounts. Any audit and inspection will occur at a mutually agreed upon time and place. Patterson Veterinary has no obligation to share any information that is subject to attorney-client privilege or contractual confidentiality restrictions with a third party.

4. Indemnity.

4.1. *By Patterson Veterinary.* Subject to Section 8, Patterson Veterinary agrees to indemnify Customer against all damages, costs, expenses, and losses (including reasonable attorney fees and costs) incurred by Patterson Veterinary as a result of third-party claims that arise out of a material breach by Customer of its representations and covenants in this agreement.

4.2. *By Customer.* Customer agrees to indemnify Patterson Veterinary and its principals, including its officers and directors, against all damages, costs, expenses, and losses (including reasonable attorney fees and costs) incurred by Customer and its principals as a result of third-party claims that arise out of or relate to (i) a material breach by Patterson Veterinary of its representations or covenants; (ii) Patterson Veterinary's business operations; and (iii) Patterson Veterinary's non-compliance with applicable laws.

5. ***Limitation of Liability.*** Subject to applicable law, Patterson Veterinary is not liable, whether in contract or in tort, for any special, indirect, incidental or consequential damages, or lost profits that may arise in connection with this agreement. Patterson Veterinary's maximum liability to Customer is limited to the Growth Plan incentive paid by Patterson Veterinary to Customer during the 12 month period preceding the event that gives rise to the liability.

6. *Nondisclosure.* The parties agree to keep the terms of this agreement confidential, except to the extent of limited disclosure to their respective officers, directors, lenders, investors, attorneys or accountants having a need to know, provided that those recipients agree to be bound to this restriction.

7. *Business Relationship.* This agreement does not create a partnership, joint venture, or other relationship between the parties. This agreement does not create an exclusive relationship for Patterson Veterinary, and Customer may continue to work with other companies and individuals during the term of this agreement. Each party's employees and subcontractors are their own, and they will pay all salaries, taxes, insurance, and benefits with respect to their own personnel.

8. *Confidentiality.* During the term of this agreement, the parties will provide each other with certain confidential information related to their respective businesses. Each party is willing to disclose their own confidential information to the other and receive confidential information from the other subject to the obligations described in this agreement. In this agreement, the party providing the information is the "*Discloser*" and the party receiving the information is the "*Recipient*."

8.1. *Definition of Confidential Information.* "*Confidential Information*" means Discloser's information and physical material not generally known or available outside Discloser or that has been entrusted to Discloser in confidence, by clients, or other third parties. Discloser's Confidential Information includes, without limitation: business methods, market research and sale strategies, products, proto developments, schematics, services, data, project specifications, trade secrets, know-how, business plans, current and prospective customer lists, current and prospective vendor lists, pricing information, financial information, and other information of Discloser or Discloser's clients, regardless of medium, that would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information includes information disclosed with respect to this agreement.

8.2. *Nondisclosure of Confidential Information.* Recipient agrees:

8.2.1. not to use Confidential Information for its own use or for any purpose other than to perform its obligations under this agreement;

8.2.2. not to disclose or permit disclosure of any Confidential Information other than to Recipient's directors, officers, employees, consultants, and agents that are required to have the information in order to perform this agreement (and to ensure such recipients comply with this agreement);

8.2.3. to take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information other than as provided in this agreement (such measures require the degree of care that Recipient utilizes to protect its own Confidential Information); and

8.2.4. to notify Discloser of any misuse, misappropriation, or unauthorized disclosure of Confidential Information.

8.3. *Exceptions.* Recipient is not liable to Discloser with regard to any Confidential Information that Recipient can prove:

8.3.1. was in the public domain at the time it was disclosed or has entered the public domain through no fault of Recipient;

8.3.2. was known to Recipient, without restriction, at the time of disclosure;

8.3.3. was independently developed by Recipient without any use of the Confidential Information;

8.3.4. is disclosed generally to third parties by Discloser without restrictions similar to those contained in this agreement;

8.3.5. becomes known to Recipient, without restriction, from a source other than Discloser;

8.3.6. is disclosed with the prior written approval of Discloser; or

8.3.7. is disclosed by order of a court, administrative agency, or other governmental body.

8.4. *Return of Materials.* Recipient agrees to promptly return any materials containing Confidential Information, along with all copies of such documentation, within ten days following Discloser's written request. Discloser may request that Recipient certify in writing as to the deletion of Confidential Information in Recipient's computer systems.

8.5. *No Rights Granted.* No rights in the Confidential Information are granted to Recipient other than the right to use such information for purposes of this agreement.

8.6. *No Representations Made.* Recipient acknowledges that the Confidential Information is provided "AS-IS" and no representations are made as to the accuracy or completeness of the Confidential Information.

9. *Miscellaneous.*

9.1. *Assignment.* No party may assign rights or delegate duties under this agreement without the prior written notice of the other party. A change in control of a party constitutes an assigned by such party requiring notice.

9.2. *Attorneys' Fees.* The prevailing party in any dispute with respect to this agreement, including in tort, is entitled to recover reasonable attorneys' fees, costs, and expenses incurred with respect to such dispute and in any appeal.

9.3. *Waiver.* A party waiving compliance with a provision in this agreement may only do so by a signed writing. Unless otherwise specified in the writing, such a waiver only relates to the provision being waived and the particular instance. Failure to enforce a provision of this agreement does not constitute waiver.

9.4. *Governing Law.* The laws of the state of Minneapolis govern all matters arising out of this agreement, including tort claims.

9.5. *Further Assurances.* The parties agree that, at any time and from time to time, on and after the Effective Date, upon the reasonable request of the other party, they will do or cause to be done all such further acts and things and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered any and all documents as may be necessary or desirable to carry out and give effect to the provisions and intent of this Agreement.

9.6. *Miscellaneous Clauses.* Amendments to this agreement are only effective if in writing and signed by the parties. This Agreement is the entire understanding of the parties with respect to the Patterson Veterinary and Customer and supersedes all prior understandings, whether written or oral. This agreement may be executed in separate counterparts. There are no third party beneficiaries to this agreement. Each party will bear its own expenses in connection with the preparation and performance of this agreement.