

## END USER AGREEMENT

This is a legally binding agreement between Licensee (“you”), and CURACORE® VET, A Professional LLC, hereinafter referred to as the “Company,” regarding your rights to use Product(s) provided directly by the Company or made available through the Company’s Site(s) under this license. “You” refers to the purchasing entity, whether that is a natural person who must be at least 18 years of age, or a corporate or otherwise registered entity. The rights granted in this agreement are granted to the purchasing entity. After such Purchase, there are no future royalties or payments required by you. Collectively, these rights are considered “extended uses”, and are granted to you, subject to applicable restrictions described below. The license granted is not transferable by you, the Licensee, to other parties.

### I. Introduction & Definitions

“Product” or “Products” or “Company Product(s)” refers to any data, document, imagery, model, photographs, application and plug-in software, materials, graphics, training materials, audio, videos, curriculum, and any other educational or promotional materials sold, provided, or made available for Licensee by the Company. “Product” or “Products” includes any Intellectual Property owned by the Company as defined herein.

"Site" or “Sites” refers to the Company website(s), software applications or any approved means or utility either currently in existence or in the future; the software and source code used by the Company to provide such services; user interface layouts, designs, images, text, knowledgebase articles, program offers; site information provided in reports; and all other intellectual property protected under copyright, trademark, patent, publicity, or any other proprietary right.

“Purchase” is the acquisition of a the Company’s Product by you through registration in the Company’s educational programs, acquisition from the Company’s Site(s), or through other means under this agreement, whether as a purchase of the Company’s Product made available at a price or through download made available at no charge in connected with other services provided by the Company.

“Intellectual Property” means any and all Company Products, copyrights, trademarks, trade secrets, rights of publicity, or any other proprietary rights throughout the world.

### II. License Rights

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1. Ownership. The Company does not grant title or ownership in the Product(s). All rights in the Product(s) not expressly granted in this agreement are reserved by the Company for itself and its licensors.
2. Rights Granted. The Company grants to you a non-exclusive, individual right and license to utilize the licensed Product(s) for the Licensee's personal use. This license DOES NOT grant Licensee any right to reproduce, transmit, sell, convey, or otherwise distribute to third parties by any means.
3. The Company does not in any way make any representations or warranties about Other-Party Intellectual Property associated with the Product(s).
4. Restrictions on Permitted Uses.
  - a. You may NOT publish or distribute any data or imagery obtained under this License in any manner including, for example, as part of an online marketplace for photography, clip art, or design templates.
  - b. You may NOT use any data or imagery obtained under this License in any commercial matter or for individual or group profit.
5. Unauthorized Use. If you use the Company's Product(s) in an unauthorized way, the Company may terminate your account and pursue other penalties, damages, losses, and profits to which the Company is entitled to under this agreement or at law or equity. Unauthorized and prohibited uses include but are not limited to the following:
  - a. Competition. You may NOT use Company Product(s) in a way that competes with the Site or with the Company or Company's Product(s) themselves.
  - b. Re-Distribution. You may NOT re-distribute, publish, or make Company Product(s) available to any third party.
  - c. You may NOT publish, distribute, or make Company Product(s) available through any online marketplace or other distribution channel.
  - d. No Unlawful Use. You may NOT use Products for any unlawful purpose or in any way which infringes upon any party's Intellectual Property rights.
  - e. False Attribution. You may NOT misrepresent yourself as the creator of Company Product(s).

### III. Payment – No Refund Policy; License Term; and Termination

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1. Payment – No Refund Policy. Upon payment for Company Product(s), Company has a strict no refund policy and you are not entitled to a refund of moneys paid for Company Product(s) under any circumstances.
2. Term. Your individual right and license to Company Product(s) is perpetual, unless terminated as described herein.
3. Termination. Your license grant is terminated immediately and without notice in the cases below. In such termination, you and any recipients of Company Product(s) must cease use of and destroy all copies of Company Product(s).
  - a. Your right and license to Company Product(s) are contingent on your registration in Company’s educational programs or through purchase of Company Product(s). Any payment reversal of a Purchase for any reason immediately terminates all rights granted under this agreement. Potential Reasons for a payment reversal include:
    - i. The Company receives a charge back notice from your bank or credit card cancelling your Purchase and withdrawing the funds used for your Purchase.
    - ii. The Company determines in its sole discretion that your Purchase was fraudulent.
    - iii. Your purchase was made with a dishonored check.
    - iv. Your purchase was made and there is a bank transfer failure.
  - b. Failure to Abide by the License Grant. Material failure to abide by the terms of this agreement immediately terminates your right and license to Company Product(s). If you detect a violation of the license grant by you or any recipient of shared Company Product(s), and promptly report the violation to the Company, the Company will make a good faith effort to find an appropriate remedy to preserve your license grant.

#### IV. Warranties

You covenant, represent, and warrant to the Company that:

1. You have full right, power, legal capacity, and authority to enter into and perform this agreement, have obtained any third-party consent needed to do so, and, prior to any Purchase, had an opportunity to seek independent legal counsel at your discretion.
2. You will not use Company Product(s) except pursuant to the terms of this agreement. Should you use Company Product(s) in an unauthorized way, you

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agree to any reasonable fee or penalty exercised by the Company under this agreement or applicable law.

#### V. Limitation of Liability

1. Company Product(s) are provided on an “as is”, “as available”, and “with all faults” basis. The Company makes no representations, warranties, conditions, or guarantees as to the usefulness, quality, suitability, truth, fitness for a particular purpose, non-infringement, merchantability, or cosmetic attributes of Company Product(s), and does not guarantee the accuracy or completeness of specifications associated with Company Product(s).
2. The Company disclaims all express or implied conditions, representations, and warranties of any kind regarding Company Product(s), including any implied warranty or condition of merchantability.
3. You assume all risk for any damage to your computer system(s) and/or network(s) for any damage to your computer system(s) and/or network(s) by obtaining Company Product(s), including any damages resulting from computer viruses.
4. To the fullest extent permitted by law, Company shall not be liable for any direct, indirect, punitive, special, incidental, consequential, or exemplary damages (including loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage) arising out of or in connection with Company Product(s), even if Company has previously been advised of, or reasonably could have foreseen, the possibility of such damages, however they arise, whether in breach of contract or in tort (including negligence). To the extent that any jurisdiction does not allow the exclusion or limitation of direct, incidental, or consequential damages, portions of the preceding limitation or exclusion may not apply, but should be construed to the greatest extent applicable in such jurisdictions.
5. You agree to indemnify and hold Company and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, licensee, suppliers, alliance members, other partners, employees and representatives ("Company Parties") harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or arising out of your use of the Company Product(s).

#### VI. Other Terms

1. Entire Agreement. This agreement constitutes the entire agreement between you and Company relating to your Purchase. Company does not otherwise offer any other changes, additions, variations, or additional signed forms related to this

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agreement. No modification to this agreement will be binding, unless in writing and signed by an authorized Company representative.

2. **Material Breach.** You agree that any material breach of these Terms will result in irreparable harm to Company for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Company will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Company seeks such an injunction.
3. **Governing Law.** This agreement is governed by Colorado law, excluding conflict of law principles. Any action or proceeding arising out of or related to this agreement must be brought in a state or federal court located in Colorado, and both parties irrevocably submit to the exclusive jurisdiction of such courts. All notices, requests and other communications under this agreement must be in writing.
4. **Notice.** Any notice under this agreement shall be sent to Company by mail to the following address:  
  
CURACORE® VET  
A Professional LLC  
905 S. Summit View Drive  
Fort Collins, CO 80524
5. **Assignment.** The Company may not assign its rights under this agreement without providing you notice, except in the case of a bankruptcy, merger, acquisition, sale of all or substantially all of Company's assets to a subsequent owner or operator, or similar event. You may not assign your rights under this agreement without the prior written consent of Company.

This License is effective for use on or after January 1, 2019.

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