

END USER AGREEMENT

This is an agreement between Licensee (“you”), and CURACORE® VET, PLLC (DBA “CuraCore” and “CuraCore Academy”), hereinafter referred to as the “Company,” regarding your rights to use Products provided by the Company or made available through the Company’s Site(s) under this license. “You” refers to the purchasing party.

I. Introduction & Definitions

“Product” or “Products” or “Company Products” refers to any data, document, imagery, model, photographs, applications, software, materials, training materials, audio, videos, and any other educational or promotional materials sold, provided, or made available to you by the Company.

“Site” or “Sites” refers to the Company websites, software applications; the software and source code used by the Company to provide services.

“Purchase” is the acquisition of the Company’s Products by you through registration in the Company’s educational programs, acquisition from the Company’s Sites, or through other means under this agreement, whether as a purchase of the Company’s Products at a price or made available at no charge by the Company.

“Intellectual Property” means, copyright, trademark, trade secret, right of publicity, or any other proprietary rights throughout the world.

II. License Rights

1. Ownership. The Company does not grant you title or ownership in any Products.
2. Rights Granted. The Company grants you a non-exclusive, individual right and license to utilize the Products for your personal use.
3. Unauthorized Use. If you use the Company’s Products 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. The following are unauthorized uses that are explicitly prohibited:
 - a. Competition. You may NOT use Company Products in a way that competes with the Company.
 - b. Re-Distribution. You may NOT re-distribute, publish, or make Company Products available to any third party.
 - c. You may NOT publish, distribute, or make Company Products available through any online marketplace or other distribution channel.
 - d. False Attribution. You may NOT represent yourself as the creator of Company Products.

III. License Term and Termination

1. Term. Your individual right and license to Company Products for personal use is perpetual, unless terminated as described herein.
2. Termination. Your license grant is terminated immediately and without notice in the cases below. In such termination, you and any recipients of Company Products must cease use of and destroy all copies of Company Products.
 - a. Reversal of Purchase. Your right and license to Company Products are contingent on your registration in Company's educational programs or through purchase of Company Products. Any payment reversal of a Purchase for any reason immediately terminates all rights granted under this agreement.
 - 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 Products.

IV. Licensee Warranties

You covenant, represent, and warrant to the Company that you have full right, power, legal capacity, and authority to enter into this agreement. You will not use Company Products except pursuant to the terms of this agreement.

V. Limitation of Liability; Disclaimers

1. Company Products 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 Products, and does not guarantee the accuracy or completeness of specifications associated with Company Products.
2. The Company disclaims all express or implied conditions, representations, and warranties of any kind regarding Company Products, including any implied warranty or condition of merchantability. Company allows your Purchase to be refunded under certain and conditions, subject to the Company policies. The Company provides no warranty or guarantee that Company Products, including any certification program provided to you by the Company, are compliant with the rules, laws, or regulations of your country, state, or jurisdiction. The Company disclaims any representation, warranty, or guarantee, whether express or implied, that Company Products, including any certification program provided to you by the Company, meet any compliance requirements in your jurisdiction.
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 Products, 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 Products, 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 Products.

VI. Other Terms

1. Entire Agreement. This agreement constitutes the entire agreement between you and Company relating to your Purchase. 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. Any action or proceeding arising out of or related to this agreement must be brought in the state courts located in Larimer County, Colorado, and both parties irrevocably submit to the exclusive jurisdiction of such courts.
4. Notice. Any notice under this agreement shall be sent to Company to the following address:

CURACORE® VET, PLLC
905 S. Summit View Drive
Fort Collins, CO 80524
5. Assignment. The Company may assign its rights under this agreement without providing you notice. 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 July 1, 2023.