VETECH INTERNATIONAL LLC

END USER LICENSE AGREEMENT

Last Updated: Aug 15, 2022 –

THIS AGREEMENT IS BY AND BETWEEN YOU AND VETECH INTERNATIONAL LLC. IT CONSISTS OF THE TERMS AND CONDITIONS SET FORTH BELOW, ANY ATTACHMENTS, ADDENDA, OR EXHIBITS REFERENCED HEREIN, AND THE ORDER DOCUMENT.WHICH IS EFFECTIVE BETWEEN YOU AND VETECH INTERNATIONAL LLC AS OF THE DATE ON WHICH YOU ACCEPT THIS AGREEMENT (THE "EFFECTIVE DATE").

BY YOUR USE OF THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS CONTENTS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN VETECH INTERNATIONAL LLC AND YOU AND SUPERSEDES ALL PRIOR REPRESENTATIONS OR AGREEMENTS, ORAL OR WRITTEN, BETWEEN VETECH INTERNATIONAL LLC AND YOU REGARDING THE SUBJECT MATTER OF THIS AGREEMENT.

This Agreement also covers software owned by third parties. If no license or specific terms and conditions are presented for acceptance the first time that third party software is invoked, then the use of that third party software will be governed by this Agreement.

If You are not willing to comply with the terms and conditions of this Agreement, do not use the Software.

1. Definitions

"Affiliate" means a company controlled by, controlling or under common control with a party to this Agreement.

"Agreement" means this End User License Agreement.

"Authorized Users", in view of a Named User License, means named individuals or processes assigned by You to use the Software, which may include, as far as individuals are concerned, Your officers, employees and/or consultants and agents performing services for You or on Your behalf, and/or officers or employees of third parties involved in the performance of Your internal business purposes (e.g. approving customer workflows). Authorized Users may be assigned and changed using only the license administration tools provided in combination with or as part of the Software licensed, provided that access credentials are not shared amongst users, and provided further that the total number of Authorized Users active at any point in time does not exceed the total number of licenses procured.

""VeTech International LLC" means VeTech International LLC, having its registered office at, 6355 NW 36th ST, Virginia Gardens, FL 33166.

"Object Code" means work in a machine readable form that is not convenient to human understanding of the program logic, and that can be executed by a computer using the appropriate operating system without compilation or interpretation.

"Open Source License Terms" means any terms or conditions which meet the definition of Open Source found at http://www.opensource.org/docs/osd.

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"Software" means the Object Code form of software and related manuals and documentation (in hard copy only), including VeTech International LLC software and other third party software, licensed under this Agreement.

"Usage Restrictions" are any restrictions in functionality or use of the Software, as stated in the documentation or Order Document.

"You" means the customer entity identified in the Order document.

"Your Data" means any electronic data and information submitted by You to the Software.

2.   Grant of License

VETECH INTERNATIONAL LLC

VeTech International LLC grants You, and You accept from VeTech International LLC, a non-exclusive, non-transferrable license to use the Software solely for Your internal business purposes. The duration of such license shall be controlled by the Order Document(s), and shall either be perpetual or recurring (i.e. a Subscription based license) based upon such. Your continued use of the Software is subject to the timely payment of charges as they become due.

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You grant VeTech International LLC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services or products any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Authorized Users relating to the operation of VeTech International LLC's or its Affiliates' services and/or products.

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The following terms shall apply based on the type of license that you purchase:

The use of the Software is limited to the number of machines procured.

Pertaining to Concurrent User licenses, the number of users using the Software simultaneously, may, at no point in time, exceed the number of licenses procured.

Pertaining to Named User Licenses, the use of the Software, at any time, is limited solely to use by the Authorized Users appointed and licensed at such time.

Pertaining to all licenses: You will not sell, re-license, sublicense, transfer (to a different company or location), assign, lease or rent the Software. You may not modify or translate the Software. If the Software is provided with or as part of a specific product or device, You may not remove the Software from that product or device, and You may not use any portion of the Software separately from or independent of that product or device. You will not reverse engineer, decompile, or disassemble the Software or otherwise attempt to discover the source code of the Software except to the limited extent expressly allowed by non-waivable provisions of applicable law. You will not tamper with, bypass or alter the license management routines included in the Software or use the Software in violation of any Usage Restrictions and/or the license granted. If You receive an upgrade or update of the Software, You may continue to use the Software, or the upgraded or updated version of the Software, but not both. Unless otherwise expressly permitted in writing, You may not use, or permit others to use, the Software for or on behalf of any third party, to run an outsourcing business, or for any purpose other than Your internal business purposes. Further application specific restrictions may apply per the Software documentation.

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL VETECH INTERNATIONAL LLC, REGARDLESS OF LEGAL THEORY, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO ANY LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, OR ANY OTHER ECONOMICAL ADVANTAGE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE PROCURED UNDER THIS AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL VETECH INTERNATIONAL LLC'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SOFTWARE PROCURED UNDER THIS AGREEMENT, REGARDLESS OF LEGAL THEORY AND FOR ALL CLAIMS IN AGGREGATE, EXCEED THE PRICE YOU PAID TO VETECH INTERNATIONAL LLC FOR THE SOFTWARE GIVING RISE TO THE CLAIM.

7.   CONFIDENTIALITY AND PROTECTION OF YOUR DATA

7.1   Definition of Confidential Information. Your Confidential Information includes Your Data, Confidential Information of VeTech International LLC includes the Software and the terms and conditions of this Agreement (including pricing), however, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the party disclosing Confidential Information ("Disclosing Party"), (ii) was known to the party receiving Confidential Information ("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. For the avoidance of doubt, the non-disclosure obligations set forth herein apply to Confidential Information exchanged between the parties in connection with the evaluation of additional VeTech International LLC services.

7.2   Confidentiality Obligations. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to not use any Disclosing Party Confidential Information for any purpose outside the scope of this Agreement and except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who have a need to know and who are under similar confidentiality obligations as those herein. If the Receiving Party is required by law or court order to disclose Confidential Information, then Receiving party shall, to the extent legally permitted, provide the Disclosing Party with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information.

The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek

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appropriate equitable relief in addition to whatever other remedies it might have at law. Upon termination of this Agreement, both parties shall either return or destroy any Confidential Information in its possession.

7.3   Your Data. To the extent that any of Your Data comprises personal data (as defined in Directive 95/46/EC of the European Parliament and of the Council or any successor directive or regulation), as between You and VeTech International LLC, You are the data controller, and VeTech International LLC is the data processor. You are solely responsible for the accuracy, content, and legality of all Your Data and warrant that You have and will maintain sufficient rights in Your Data to grant the rights to VeTech International LLC under this Agreement and that Your Data will not violate the rights of any third party. You grant VeTech International LLC authorization to view, store, copy, and delete or otherwise process Your Data as part of VeTech International LLC's standard performance of the Software to prevent or address service or technical problems with the Services, or as may be required by law and You consent and agree to the processing of Your Data by VeTech International LLC for such purpose at or from geographical locations within or outside of the European Economic Area (including but not limited to the United States of America).

7.4   Protection of Your Data. VeTech International LLC will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Your Data, as described in the documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Your Data (other than by You or Your Authorized Users). The terms of the Data Processing Addendum at www.VeTech International LLC.com/termsandconditions ("DPA") posted as of the Effective Date are hereby incorporated by reference.

8.   Export & Tax

You may not export or re-export the Software in violation of any applicable laws or regulations including but not limited to those of the United States of America, the European Union and the United Kingdom. In addition, if the Software is identified as export controlled items under the export laws of the United States of America, the European Union or the United Kingdom, You represent and warrant that You are not a citizen, or otherwise located within, an embargoed nation and that You are not otherwise prohibited under applicable export laws from receiving or using the Software. All rights to use the Software are granted on the condition that those rights are forfeited if You fail to comply with the terms of this Agreement. In case of a transfer of licenses You agree to be responsible for the payment of all taxes and duties (including but not limited to VAT, sales taxes, import taxes, etc.) applicable or levied as a result of the import of the Software or of the transferred licenses into the country or geographical area where the transferred licenses will be used, and agree to indemnify and hold harmless VeTech International LLC, its officers, agents and employees (the "Indemnitees") from and for any claims, suits and proceedings and any costs, fines and expenses awarded against or incurred by the Indemnitees as a result of Your failure to pay such taxes or duties.

9.   Term and Termination

License commencement date. A license granted hereunder is effective from the earlier of the date provided in the corresponding Order Document or date of activation of the Software.

Perpetual licenses. Unless otherwise defined by the Order Document, the Software is licensed on a perpetual basis.

Subscription based licenses are granted for the initial period defined by the Order Document (the "Initial Term"). Following the Initial Term, if so indicated by the Order Document, Your license shall automatically renew for consecutive one year periods, subject to You having paid all fees due ("Renewal Terms").

Cancellation, termination and suspension of the license. For perpetual licenses, You may terminate such license at any time upon written notice to VeTech International LLC. For Subscription based licenses, either party must give notice of non-renewal at least thirty (30) days prior to the expiration of the then current Term.

Without prejudice to any other remedy available to VeTech International LLC (including but not limited to remedies, suspension and termination rights set forth in the General Terms and Conditions of Sale):

•   In case You fail to make a payment when due, VeTech International LLC may, through technological means or by providing You with a corresponding notification, forthwith suspend Your license and prevent further use of the Software;

•   This Agreement may be terminated "for Cause" as follows: This Agreement will terminate automatically if a party fails to cure a breach of any of its obligations within thirty (30) days from receipt of a written notice from the other party stating such

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breach. If the breach is not capable of being remedied, termination will be effective upon receipt of the notification; VeTech International LLC further reserves the right to terminate this agreement upon written notice if You fail to make any payment when due.

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If any part of the Software is subject to any Open Source License Terms, as indicated by separate Open Source License Terms provided with the Software, the use and the license of that part of the Software will be subject to those Open Source License Terms. In the event of any contradiction or uncertainty between the license terms contained in this Agreement and the Open Source License Terms with respect to the portions of the Software governed by Open Source License Terms, the applicable Open Source License Terms will prevail.

11.	Applicable law and competent jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the country, state or other geographic designation where VeTech International LLC is located, without reference to its conflicts of laws principles. The United Nations Convention on the International Sale of Goods will not apply. Each party hereby consents that any litigation between the parties relating to this Agreement, breach, termination, or invalidity thereof, shall be conducted in the courts of the country, state or other geographic designation where VeTech International LLC is located, which at this time is 6675 Westwood Blvd Ste 330, Orlando , FL 32821 and the parties irrevocably accept and submit to the exclusive jurisdiction of such courts. Notwithstanding the previous, VeTech International LLC shall also be entitled to bring any actions against You in the courts of the jurisdiction or place where You are established, domiciled or operating, if the action concerns (1) the collection of a debt, money owed or nonpayment of invoices, or the return of property, or

(2) the enforcement of VeTech International LLC's intellectual property rights.