

Veterinary Growth Partners Usage Agreement

By execution of this Agreement, the payment of an annual subscription fee, and approval of all paperwork by VGP, Subscriber becomes a participant in VGP's program for the purchase of veterinary pharmaceuticals, laboratory services, and other products and services for use in the operation of a veterinary practice or veterinary clinic (collectively, the "Program"). VGP has negotiated pricing arrangements with various manufacturers, wholesalers and service providers ("Providers"), allowing subscribers to obtain the benefit of participation in the Program.

TERMS OF SUBSCRIPTION

1. An annual non-refundable subscription fee shall be paid (current fee \$300), allowing participation in the Program for one year from the date of subscription. Failure to pay the renewal fee will automatically terminate Subscriber from participation in Program.
2. All new members shall receive a ninety (90) day trial period. At the end of the ninety (90) day trial period an annual non-refundable subscription fee shall be paid in accordance with the submitted ACH Debit or Credit Card form, allowing participation in the Program for one year from the signing of this document.
3. If Subscriber wishes to opt out of the ninety (90) day trial membership written notification must be submitted and received by VGP prior to the end of the ninety (90) day trial period to stop payment.
4. Once recurring payments begin, the Subscriber must provide written notification to VGP to opt out of the Program and discontinue automatic renewal payments.
5. Information, data, marketing plans, materials, pricing structures and other program details supplied by VGP and its industry partners are strictly confidential. This information is supplied on the understanding it will be held confidential and not disclosed to third parties without prior written consent of VGP.
6. Failure to renew the subscription shall not invalidate the enforceability of the Confidentiality Clause or other agreements signed in conjunction with membership, which shall continue in full force and effect.
7. Subscriber may participate in the Program the extent to which it chooses. No purchases are required, nor are there minimum participation requirements.
8. VGP will provide Subscriber with the identity and pricing of goods and services available through the Program.
9. Subscriber will place orders directly with Provider and will pay Provider directly under terms and conditions agreed upon with Provider. Any billing disputes about goods or services obtained under the Program shall be resolved between Provider and Subscriber. VGP makes no warranty and is not a legally responsible party with respect to any disputes regarding the quality of goods and services obtained from Providers.
10. Subscriber will promptly be notified of changes in the identity of Providers and changes in pricing. VGP will exert all reasonable efforts to maintain a wide range of Providers, but Subscriber acknowledges that the identity of Providers and pricing is subject to change.
11. Venue for any legal proceedings with respect to this Agreement shall be in Travis County, Texas or the U.S. District Court for the Western District of Texas, Austin Division.