

AM20 - Texas A&M Veterinary Medical Purchase Order

P.O. Date: 9/8/2016

Purchase Order Number

AM20-16-P031282

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

V
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Vendor Number: 00099282
Veterinary Data Services Inc

200 Lexington Green Circle
Suite 190
Lexington, KY 40503

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TVMDL-COLLEGE STATION LAB
Attn: Contact Vic Seidel at (979)458-3254
CS - Diagnostic Services
1 SIPPEL ROAD
TAMU 4471
COLLEGE STATION, TX 778434471
USA
Email: TVMDLAcct@tvmdl.tamu.edu
Phone: (979) 845-3414

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

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TVMDL-BILLING
TVMDL-BILLING
P. O. DRAWER 3040
TAMU 4471
COLLEGE STATION, TX 778413040
USA
Email: TVMDLAcct@tvmdl.tamu.edu
Phone: (979) 458-3245

Solicitation (Bid) No.:

Payment Terms: Net 30
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Allowed
Delivery Calendar Day(s) A.R.O.: 0

Item # 1
Class-Item 208-53

One Time Set Up Fee - Marketplace Set-up

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 5,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 5,000.00

Item # 2
Class-Item 208-53

Development of LIMS Integration

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 15,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 15,000.00

Item # 3
Class-Item 208-53

LMS Fee - Licensing, Maintenance and Support Fee
24 months

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
24.00	\$ 1,500.00	MO	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 36,000.00

Item # 4
Class-Item 208-53

Misc charges at request of TVMDL: travel, airfare, lodging, food for

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 5,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 5,000.00

Item # 5

Payment Purposes only - See contract

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 61,000.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State shall prevail.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

STATE OF TEXAS AND THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: DEE SCHNEIDER

Email: da-schneider@tamu.edu

Phone#: (979) 845-4771

BUYER

VETLABS INTEGRATION SERVICES AGREEMENT

This VetLabs Integration Services Agreement ("Agreement") is made this 30th day of June, 2016 (the "Effective Date") by and between Texas A&M Veterinary Medical Diagnostic Laboratory, a member of the Texas A&M University System, an agency of the State of Texas whose principle place of business is PO Box Drawer 3040 College Station, TX 77841, (hereinafter referred to as "Client") and Veterinary Data Services, Inc., a Kentucky corporation having a mailing address of 200 Lexington Green Circle Suite 190, Lexington, Kentucky 40503 (hereinafter referred to as "VetData").

WHEREAS, Client is in the business of providing diagnostic laboratory testing for veterinary practices in North America;

WHEREAS, VetData is a company in the business of providing data conversion, data integration, and support services for service providers in the veterinary industry;

WHEREAS, the Parties desire to enter into a business relationship where VetData licenses, installs, maintains, and supports a proprietary data extraction and lab integration software platform to automate the request for and receipt of diagnostic laboratory tests by veterinary practices to Client; and

THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, Client and VetData hereby agree as follows:

1. DEFINITIONS. As used herein, the following terms shall have the following meanings:

1.2 "Initial USALIMS Labs" shall be comprised of the following Three (3) USALIMS Laboratories:

Texas A&M Veterinary Medical Diagnostic Laboratory
Virginia Department of Agriculture and Consumer Services Laboratory Services
Louisiana Animal Disease Diagnostic Laboratory

2. CONFIDENTIALITY. The parties previously entered into a Confidential Information Exchange Agreement ("CIEA") effective on or about February 16, 2015. Confidential information exchanged between the parties pursuant to this Agreement shall be governed by that CIEA.

3. SERVICES. (a). VetData has developed a proprietary data extraction and solution delivery platform called vetdata.net Marketplace™ (the "Marketplace Platform") that integrates with veterinary clinic practice information management systems ("PIMs"). As an extension of the Marketplace Platform, VetData has also developed a software solution for automating the request for and the receipt of diagnostic laboratory tests between Client's customers and Client (the "VetLabs Integration"). At Client's request,

VetData shall install the VetLabs Integration at Client's specified customer locations, provided that the requested customer operates a PIMS that is supported by the VetLabs Integration. PIMSs that are currently supported through the VetLabs Integration include:

Advantage+ v25.315+
AVImark v128+
AVImark SQL all versions
ClieTrax v7.0c7i+
Complete Clinic v9+
Cornerstone v4+
DVM Manager v4.0+
DVMax v7.0.11+
DVMax SQL v7.5+
HVMS v2.4+
ImproMed Infinity v4+
Impromed Triple Crown v5+
IntraVet v172+
IntraVet SQL v4.5+
Stringsoft v15+
ViA+ v4.3.5+
V-tech Platinum DB v1.0.82+

As support for additional PIMSs is developed for the VetLabs Integration, the ability to deploy to practices running those PIMS shall be made available to Client for its use. Client shall receive all functionality that currently exists for the VetLabs Integration, and any additional features and functionality as VetData makes it available for the VetLabs Integration.

(b) Client will leverage the VetLabs Integration to receive electronic requests from its customers for specified diagnostic laboratory tests (the "Requisition"), provide its customers the status of the processing of such requests, and provide back to its customers the results of such tests electronically.

(c) In addition, certain information more particularly described on Exhibit A, attached to and incorporated herein by reference, shall be written back into the PIMS as a part of the services.

(d) Upon execution of this Agreement and payment of the Set-Up Fee as set forth in paragraph 6, (1) Client shall, within Five (5) business days, authorize VetData to API access of portions of Client's laboratory information management software system ("LIMS") necessary to connect Client's LIMS with the VetLabs Integration as defined by VetLabs Interfacing Requirements for New Partners, attached hereto and incorporated herein as Exhibit B ("LIMS Information") and (2) Client shall within 5 business days, mutually agree with VetData upon the requirements approved by the Initial USALIMS Labs for VetLabs Integration features with Client's LIMS. In exchange for the

development of the necessary integration with Client's LIMS, Client shall pay the LIMS Integration Fee as set forth in paragraph 6. Once VetData has notified Client that the VetLabs Integration is ready for testing, Client shall, within Five (5) days, identify up to Twenty (20) veterinary practices to serve as a pilot program. The objective of the pilot program is to verify the practices' use of VetLabs to create requisitions and receive results. The pilot program shall end Forty (40) days after installation of VetLabs on the first practice. After VetData has installed and trained VetLabs at a pilot practice, Client will verify the practice's ability to create requisitions and receive results, and communicate any issues to VetData for resolution. Upon completion of the verification of the pilot practices, Client and VetData will mutually agree to accept and conclude the pilot program. If the results of the pilot program are satisfactory to Client, Client shall direct VetData to begin deployment of the VetLabs integration at its customer clinics. Direction to deploy the Vet Labs integration at its customer clinics shall be at Client's sole discretion based upon pilot program results and is not guaranteed.

(e) VetData shall continually monitor for changes in each of the PIMS which the VetLabs Integration supports and make any updates and improvements to the VetLabs Integration as necessary to ensure that it remains fully functioning without interruption of services. Generally available updates and improvements to the VetLabs Integration will be free of charge so long as the applicable LMS Fees are being paid by Client. Any changes to VetLabs requested by Client will be estimated by VetData and charged to Client upon Client approval.

(f) The VetLabs Integration is delivered through the Marketplace Platform, where other suppliers of services to the veterinary industry are identified with links to their websites and/or marketing materials. Client acknowledges that a link to Client's service offerings may be included on the Marketplace interface and that veterinary practices where the Marketplace is installed may have the opportunity to read about the VetLabs Integration offering by Client. Client agrees to display and abide by Client's policies related to the VetLabs Integration offering (e.g., privacy, cancellation) in the Marketplace for transparency to its customers. Client acknowledges that the Marketplace is an ever-changing product offering of VetData and the look and feel of the Marketplace, or Client's placement in the Marketplace may change over time and Client's customers may be offered other Marketplace services.

4. USE OF DATA BY CLIENT. (a) Client shall use the Requisition only for the purpose listed on Exhibit C. Additional services that Client desires to provide through the Marketplace Platform shall be mutually agreed to by the parties in writing through an amendment to Exhibit C. Any additional compensation to VetData for additional services shall be so indicated on such amendment.

(b) Client shall not sell or otherwise transfer for monetary value the Requisitions requested through the Marketplace Platform to a third party who is not the veterinary practice customer of Client, or otherwise use VetData's services as outsourced data

extraction or integration services, without prior notification to and written approval from VetData.

(c) If Client is in breach of this Section 4, VetData shall have the right to terminate this Agreement and all use of the Marketplace Platform and VetLabs Integration by Client shall cease, unless Client's breach is cured within fifteen (15) days of written notice from VetData.

5. LICENSING AND SUPPORT. (a) VetData grants to Client a non-exclusive non-transferable license to use the VetLabs Integration. VetData also grants to Client a presence in the Marketplace Platform that includes the display of Client-provided digital creatives.

(b) VetData shall be responsible for the installation, configuration, and ongoing customer support of the VetLabs Integration. Client will provide VetData with practice name, address, phone number, contact and PIMS. VetData will contact the practice to install and configure the VetLabs Integration and provide initial training for the contact on its use including linking invoice codes to the laboratory tests and panels, creating a test requisition, and retrieving results. VetData will provide ongoing support by monitoring the integrations with the veterinary practice's PIMS as well as Client's LIMS API, which collectively enables the workflow for creating, submitting, and tracking lab requisitions with Client.

6. COMPENSATION. (a) In exchange for access to the VetLabs Integration development environment and documentation, Client agrees to pay to VetData a one-time Marketplace set-up fee of Five Thousand Dollars (\$5,000.00) ("Set-Up Fee"). The Set-Up Fee shall be due immediately upon execution of the Agreement and will be paid by Client in accordance with Chapter 2251, *Texas Govt. Code*, upon receipt of invoice.

(b) Client shall also pay to VetData the sum of Fifteen Thousand Dollars (\$15,000) for the development of the LIMS Integration, payable upon notification to Client by Vetdata that the LIMS Integration is complete and the VetLabs Integration is ready for testing. Said fee will be paid by Client in accordance with Chapter 2251, *Texas Govt. Code*, upon receipt of invoice.

(c) After conclusion of the pilot program and upon Client's direction to deploy the Vet Labs integration, Client shall pay to VetData the sum of Thirty Dollars (\$30.00) per practice per month (referred to as the "Licensing, Maintenance and Support Fee" or "LMS Fee") for all practices where the installation of VetLabs is active in the billing month. The LMS Fee shall become payable in the month in which Client directed deployment of the Vet Labs Integration. In no month shall the amount of the LMS Fee be less than Fifteen Hundred Dollars (\$1,500.00) which represents the equivalent of Fifty (50) clinics. Said LMS Fee will be paid by Client in accordance with Chapter 2251, *Texas Govt. Code*, upon receipt of invoice.

(d) Client shall also reimburse VetData for any and all costs and expenses which it incurs at the request of Client, including but not limited to, travel expenses such as airfare, rental cars, lodging, and food. All such expenses shall be pre-approved by Client and itemized on the monthly invoice submitted to Client by VetData, as more fully described below.

(e) VetData shall provide to Client invoices on a monthly basis which set forth the current amount owed by Client to VetData, and Client shall pay such invoices in accordance with Chapter 2251, *Texas Govt. Code*. If Client does not pay VetData's invoice as provided in Chapter 2251, *Texas Government Code*, VetData reserves the right to charge Client interest on past due amounts as provided by Chapter 2251, *Texas Govt. Code*.

7. TERM/TERMINATION. (a) This Agreement shall be effective on the date hereof and shall continue for a period of two (2) years. The parties may agree to extend the term of the Agreement by mutual written agreement. Upon termination of this Agreement, all licenses granted by VetData to Client to use the VetLabs Integration Tool shall also terminate, and Client's use of the VetLabs Integration shall cease.

(b) Either party may terminate this Agreement due to non-performance by the other party of its obligations herein, provided that the other party has been given written notice of its non-performance and given thirty (30) days in which to cure the instance of non-performance. Non-performance shall include the failure to pay money when due.

(c) Performance by Client under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The Texas A&M University System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Client will issue written notice to VetData and Client may terminate the Agreement without further duty or obligation hereunder. VetData acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Client. Additionally, Client may terminate this Agreement on 30 days written notice if any of the warranties or representations set out in Section 10. below fail to be met by VetData.

(d) Notwithstanding the foregoing, each party's obligations hereunder with respect to confidentiality and restricted use of Confidential Information shall terminate upon the expiration of two (2) years after the date of termination of this Agreement.

8. OWNERSHIP OF PRODUCT. VetData owns the VetLabs Integration, the Marketplace Platform, its proprietary systems and methodologies and any and all systems, methodologies, modules, inventions, software or other work product developed by VetData and used in connection with the delivery of its obligations pursuant to this Agreement and use of the VetLabs Integration, including descriptions of the systems or methodologies, document templates, project tools, and software owned by VetData, or licensed to VetData by a third party and incorporated into the VetLabs Integration.

Client acknowledges that other parties may also use VetLabs for services similar to those being offered by Client.

9. INDEPENDENT CONTRACTOR. VetData's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship. Neither Party will be entitled to any of the benefits that the other Party may make available to its employees, including but not limited to, group health or life insurance, profit-sharing or retirement benefits. Neither Party is authorized to make a representation, contract or commitment on behalf of the other Party unless specifically requested or authorized to do so in writing by a person having actual authority for the requesting Party. Each Party is solely responsible for, and, to the extent applicable, will file on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. No part of VetData's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll tax. Client will regularly report amounts paid to VetData by filing Form 1099-MISC with the Internal Revenue Service as required by law.

The foregoing notwithstanding,

Under Section 231.006, *Texas Family Code*, VetData certifies that it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Pursuant to Section 2252.903, *Texas Government Code*, VetData agrees that any payments owing to VetData under this Agreement may be applied directly toward certain debts or delinquencies that VetData owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

If VetData is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then VetData certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that VetData is exempt from the payment of franchise (margin) taxes.

VetData understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. VetData agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

10. WARRANTIES. (a) Client represents, warrants and covenants to VetData that, during the effective term of this Agreement, it will obtain, through its end user license agreement: (1) a representation that the data being extracted from a veterinary practice

management system belongs to the customer extracting it and; (2) permission from the customer to extract such data using VetLabs. If at any time, VetData receives notification from one of Client's customers revoking Client's permission to use such customer's data, Client acknowledges that VetData has an obligation to turn off the VetLabs Integration for that customer.

(b). VetData represents, warrants and covenants to Client that:

(i). The terms of this Agreement do not violate any existing agreements or other obligations to which it is bound; and

(ii). Its best efforts, technical practices, procedures, skill, care and judgment shall be employed in the performance of the services; and

(iii). The services shall be performed in a professional, expeditious and economical manner consistent with Client's best interests; and

(iv). VetData shall not store, sell, distribute, transfer, or otherwise use in any manner, the data extracted by the Extraction Tool for any purpose other than to make it available to Client and other providers of Marketplace services to which the practice has chosen to subscribe; and

(v). The VetLabs Integration shall be free from programming errors and defects in workmanship and materials, and from viruses, logic locks, and other disabling devices or codes and will conform to the specifications set out by the Initial USALIMS Labs.

11. ASSIGNABILITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective legal representatives, successors and assigns, but this Agreement and the rights and obligations hereunder are not assignable by either party without the prior written consent of the other party, except that this Agreement may be freely assigned by VetData to a purchaser of VetData's business, if any, without the prior consent of Client.

12. INDEMNIFICATION. To the extent authorized by the Client's state's laws, Client agrees to protect, indemnify, hold harmless and defend VetData, its officers, directors, employees, workmen, agents, servants, and invitees from and against all losses, damages (including but not limited to punitive) demands, claims, suits, and other liabilities related to any act or omission or breach of duty or default under this Agreement (irrespective of whether liability is based on negligence, strict liability, product liability, breach of expressed or implied warranty or other breach of duty) of Client or any of its employees, workmen, agents or servants unless same shall be due to VetData's sole negligence. Client's agreement to protect, indemnify, hold harmless and defend as set forth in the Agreement shall not be negated or reduced by virtue of Client's insurance carriers' denial of insurance coverage for the occurrence or event which is the subject matter of the claim and/or refusal to defend Client.

VetData agrees to protect, indemnify, hold harmless and defend Client, its officers, directors, employees, workmen, agents, servants, and invitees from and against all losses, damages (including but not limited to punitive) demands, claims, suits, and other liabilities including attorneys' fees and other expenses of litigation, related to any act or omission or breach of duty or default under this Agreement (irrespective of whether liability is based on negligence, strict liability, product liability, breach of expressed or implied warranty or other breach of duty) of VetData or any of its employees, workmen, agents or servants unless same shall be due to Client's sole negligence. VetData's agreement to protect, indemnify, hold harmless and defend as set forth in the Agreement shall not be negated or reduced by virtue of VetData's insurance carriers' denial of insurance coverage for the occurrence or event which is the subject matter of the claim and/or refusal to defend VetData.

13. DISPUTE RESOLUTION. To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made by VetData against Client that cannot be resolved in the ordinary course of business. The Director of Client shall examine VetData's claim and any counterclaim and negotiate with VetData in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of the Agreement by Client nor any other conduct, action or inaction of any representative of Client relating to the Agreement constitutes or is intended to constitute a waiver of Client's or the State's sovereign immunity to suit; and (ii) Client has not waived its right to seek redress in a court of law.

14. NOTICES. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by facsimile or electronic mail, without an error in transmission noticed to the sender, during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the addresses set forth above or other such address as provided from time to time.

15. FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes,

lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas without regard to the choice-of-law rules thereof.

17. **NO WAIVER.** The failure of either party to insist upon the strict performance by the other party of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of such breach or of such provision or any other provision of this Agreement. The failure of either party to exercise its rights to enforce any provision of this Agreement shall not prevent such party from fully exercising its rights or enforcing any provision at another time.

18. **SEPARABILITY.** Each provision, paragraph and subparagraph of this Agreement constitutes a distinct and separate covenant, and if any provision, paragraph, or subparagraph is adjudged by any court of law or arbitrator to be void or unenforceable in whole or part, such adjudication shall not be deemed to affect the validity of the remainder of this Agreement, or of any other provision, paragraph, or subparagraph of this Agreement.

19. **MODIFICATIONS BY WRITING.** All additions or modifications to this Agreement shall be made in writing and shall be executed by both parties.

20. **NO IMPLIED LICENSE.** Nothing in this Agreement shall be construed or considered to grant to either party any rights under any patents, trademarks or other intellectual property of the other party except as specifically delineated herein. License rights stated herein are contingent. Removal of contingencies can be made only by writings signed by both parties. Notwithstanding this Paragraph 20, after Client's direction to deploy the Vet Labs integration, VetData will be allowed to use Client's name on its website and in other marketing materials as demonstration of having provided services for Client.

21. **PUBLIC INFORMATION ACT.**

(a) VetData acknowledges that Client is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this purchase transaction, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Client's written request, VetData will provide specified public information exchanged or created under this contract, bid, or proposal that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to Client in a non-proprietary format acceptable to Client. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Client has a right of access.

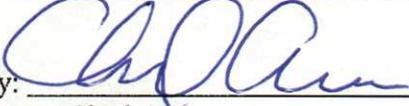
(c) VetData acknowledges that Client may be required to post a copy of this fully executed document on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

22. HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

23. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first shown above.

VETERINARY DATA SERVICES, INC.

By: 
Name: Chad Amos
Title: President

TEXAS A&M VETERINARY MEDICAL
DIAGNOSTIC LABORATORY

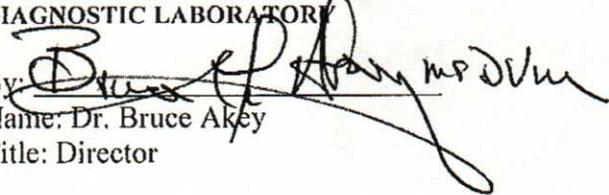
By: 
Name: Dr. Bruce Akey
Title: Director

EXHIBIT A

The following information shall be written back into the PIMS as a part of the ongoing services provided to Client by Vetdata:

- A copy of the laboratory results in PDF format shall be attached as a note or link in the medical history record of the related patient in the PIMS of the veterinary practice requesting the diagnostic laboratory testing from Client. Client acknowledges that at the time of execution of this Agreement the write-back functionality of the Marketplace Platform is only available for the Cornerstone, AVImark, Via, and Impromed Infinity PIMS. As VetData develops the write-back functionality for additional PIMS, access to this functionality shall be made available to Client.

EXHIBIT B

Client shall provide VetData with API access to Client's laboratory information management software system ("LIMS") as defined by VetLabs Interfacing Requirements for New Partners.

1 Required Functionality

- An API endpoint that can be periodically queried (e.g. a few times per day) that provides a directory of available lab services grouped by category. Subscribing practices will map the relevant transaction codes from their practice management system to these codes so that both parties can use their own familiar terminology yet still reliably communicate common concepts.
- An API endpoint that can be called to submit a new requisition. Ideally a requisition identifier would be generated by the API that can be used to track status updates and pull results although if necessary this identifier can be generated by VetLabs.

2 Supported Functionality

- An API endpoint which we can be queried regularly to obtain status updates on requisitions previously submitted.
- An API endpoint, or other mechanism, that can be used to retrieve PDF-formatted test results when available. These PDF files can then be written back directly to the patient's medical history in the practice management system.
- An API endpoint, or other mechanism, that can be used to retrieve a PDF-formatted paper requisition form to be attached with the samples by the practice.
- An API endpoint that can be periodically queried (e.g. a few times per day) to obtain a list of partner-defined species codes and descriptions. The practice can map these species values to the values from their PIMS to increase the integrity of submitted data.
- An API endpoint that can be periodically queried (e.g. a few times per day) to obtain a list of practice-specific provider identifiers and names.

EXHIBIT C

Client shall use the Client Data solely for the following purposes:

- Provision of reference laboratory service for veterinary practices. This service receives client/patient information and specimens from veterinary practices, performs one or more laboratory tests, and reports the test results back to the veterinary practice.

Client is not a reseller of data.