

End User Licensing Agreement (EULA)

If you choose to use this App, you are agreeing to the following:

- 1) The information in the App relates solely to the **horse** (*Equus ferus caballus*).
- 2) This App and the data in it are not a substitute for veterinary knowledge, experience and clinical skill. Notes on each laboratory test are for guidance only, and may not apply to individual animals. Laboratory information should be interpreted in the context of presenting clinical signs and historical information.
- 3) The normal ranges for laboratory tests depend on the equipment and processes used, and can vary markedly between laboratories. The ranges given are for guidance only. Users should check normal ranges against those given by the laboratory they use, and use the customize feature to change the App information as appropriate.
- 4) Laboratory tests should only be ordered and interpreted by properly qualified and registered veterinarians. Inclusion of a test in the App does not imply that the test is recommended or suitable for any particular use.
- 5) Veterinary Advances Ltd cannot accept any responsibility for user entries in this App.
- 6) Veterinary Advances Ltd has developed this application with reasonable skill and care to provide general information on laboratory tests in equine medicine. However, users should not take or omit to take action concerning the health of any horse solely in reliance on the information contained in this application and so far as is permissible by law Veterinary Advances Ltd excludes all liability and responsibility for the consequences of any such action or omission in reliance on that information.
- 7) All the information in this App is in English, and its use is intended solely for persons completely fluent in English.

In addition to the specific points above, the standard End User Licensing Agreement (provided by Apple) also applies. The text is copied below:

LICENSED APPLICATION END USER LICENSE AGREEMENT

The Products transacted through the Service are licensed, not sold, to You for use only under the terms of this license, unless a Product is accompanied by a separate license agreement, in which case the terms of that separate license

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a. **Scope of License:** This license granted to You for the Licensed Application by Application Provider is limited to a non-transferable license to use the Licensed Application on any iPhone or iPod touch that You own or control and as permitted by the Usage Rules set forth in Section 9.b. of the App Store Terms and Conditions (the "Usage Rules"). This license does not allow You to use the Licensed Application on any iPod touch or iPhone that You do not own or control, and You may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). Any attempt to do so is a violation of the rights of the Application Provider and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Application Provider that replace and/or supplement the original Product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

b. **Consent to Use of Data:** You agree that Application Provider may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Licensed Application. Application Provider may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

c. **Termination.** The license is effective until terminated by You or Application Provider. Your rights under this license will terminate automatically without notice from the Application Provider if You fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

d. **Services; Third Party Materials.** The Licensed Application may enable access to Application Provider's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that You accept additional terms of service.

You understand that by using any of the Services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that the Application Provider shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable.

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g. You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

h. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

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The following points also constitute part of this agreement:

This agreement is between Veterinary Advances Ltd and the end-user. Veterinary Advances Ltd is solely responsible for the Licensed Application and the content thereof. Veterinary Advances Ltd is solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the EULA, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

In the event of any third party claim that the Licensed Application or the end-user's possession and use of that Licensed Application infringes that third party's intellectual property rights, Veterinary Advances Ltd, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that, upon the end-user's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third party beneficiary thereof.

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