

1. Subject of the agreement

PetHealthData AG (hereinafter "**PHD AG**"), domicile address: c/o Tierärztliche Treuhandstelle TVS AG, Bogenstrasse 7, 9000 St. Gallen, office: Im Hostig 6, 8132 HInteregg, operates the Pet Health Database (hereinafter "**PHD Platform**"), a digital animal health platform on which both pet owners and veterinarians can digitally manage animal health data. Pet owners (hereinafter "**Users**") must create a so-called PHBooklet per pet for this purpose. The PHBooklets are considered part of the PHD platform. These Terms of Use constitute the agreement (hereinafter "**Agreement**") governing the rights and obligations between PHD AG as provider of the PHBooklets and the PHD Platform and the Pet Owner for the use of the PHBooklets and the PHD Platform.

2. Functionality

The PHD Platform and PHBooklets are provided to the user as a web-based software solution.

In order for Users to use the PHD Platform, they must create a PHBooklet per animal. The PHBooklet enables Users to digitally manage information about their animals (e.g. vaccination data, laboratory data, referral requests, x-rays, veterinary reports, etc., hereinafter "**Data regarding animals**") within the PHD Platform.

Data regarding animals on a User's animal can be uploaded by the animal owner himself as well as by the veterinarians. Users can view, upload and download Data regarding animals of their animal on the PHD Platform.

PHD AG reserves the right to block the User's access to the PHD Platform or its PHBooklets for a limited or unlimited period of time if the User violates these Terms of Use.

The user may request PHD AG to deactivate their PHBooklets at any time. To do so, they must send a registered letter to the above-mentioned PHD AG office.

3. License

PHD AG grants the User the right ("**License**") to use the PHD Platform and one PHBooklet per Tier in accordance with these Terms of Use for private use only. The License hereby granted is transferable, non-exclusive and non-sublicensable. In factual terms, the license is limited to one Tier of the User. In terms of time, the duration of the license is limited to one calendar year, after which it must be redeemed by the user.

The User undertakes and agrees that its use of the PHD Platform and its PHBooklets shall at all times be in accordance with these Terms of Use and all applicable legal requirements. The User will take reasonable measures to prevent unauthorized access to or use of the PHD Platform and will notify PHD AG immediately of any such unauthorized access or use.

Subject to the foregoing, User shall not (i) make the PHD Platform and its PHBooklets available to any third party in any form; (ii) sell, assign, sublicense, lend, rent or lease its license; (iii) modify, translate, reverse engineer, decrypt, disassemble, create derivative works from, or otherwise attempt to modify, translate, reverse engineer, decrypt, disassemble, create derivative works from, or otherwise attempt to modify, translate, reverse engineer, disassemble, reverse engineer, disassemble, create derivative works from, or otherwise attempt to create derivative works from the PHD Platform. 21 URG, modify, translate, reverse engineer, decrypt, disassemble, create derivative works from, or otherwise attempt to determine or view the source code of the PHD Platform or the underlying ideas or algorithms of the PHD Platform; (iv) integrate or merge the PHD Platform and the PHBooklets with any other software program; and (v) otherwise misuse the PHD Platform and the PHBooklets in any way.

Any upgrades, updates, patches, error corrections (bug-fixes) or subsequent versions of the PHD Platform offered or made available by PHD AG at a later point in time shall be deemed to be part of the PHD Platform of PHD AG covered by these Terms of Use and their use shall also be governed by the provisions of these Terms of Use as long as they are not subject to a separate license agreement.

The storage space provided to the User per PHBooklet on the PHD Platform is limited. PHD AG may, at its sole discretion, make changes or updates to the PHD Platform and, in connection therewith, the PHBooklets (for example, regarding application structure, storage space, modules, functions, security, technical configurations, etc.) at any time and without prior notice. PHD AG also reserves the right to discontinue certain functions or modules of the PHD Platform or the entire PHD Platform at any time. In this case, the user is not entitled to any refund of license fees.

4. License fees

For the use of the PHD Platform, the User owes PHD AG the license fees specified by PHD AG.

Invoices of PHD AG are due for payment within 30 days from the date of the invoice. In the event of default of payment, the user owes PHD AG default interest of 5% p.a. and the statutory consequences of default also apply. In case of default of payment, the User may only view the PHD Usage Platform and its PHBooklets (so-called view mode). All other functions of the PHD Platform will be automatically suspended and will no longer be available for use by the User.

5. Material warranty

PHD AG grants User a license to use the PHD Platform on an "as is" and "as available" basis, without warranty of any kind. PHD AG also provides no warranty and disclaims all warranties of merchantability and fitness of the PHD Platform for a particular purpose, conformity with applicable regulations and data accuracy. Also excluded is any warranty for the availability of the PHD Platform and certain content on the PHD Platform.

6. Legal guarantee

PHD AG warrants that, to the best of its knowledge, it has the necessary rights to grant the User the rights to the PHD Platform in accordance with the provisions of these Terms of Use. However, if any third party claims that the use of the PHD Platform in accordance with these Terms of Use infringes its rights, the User shall promptly (i) inform PHD AG and (ii) offer PHD AG a defense, including settlement. In doing so, the user shall support PHD AG to a reasonable and appropriate extent. The User shall not be entitled to acknowledge, settle or pay (either in part or in full) any such third party claim unless PHD AG expressly consents to such action in writing.

PHD AG may, at its option, procure for the User the right to continue using the PHD Platform or modify the PHD Platform accordingly in order to defend against third party claims. If none of these measures is possible for PHD AG, PHD AG shall be entitled to terminate this Agreement and in particular the license to use the PHD Platform contained herein with immediate effect. Upon PHD AG's declaration of termination, the User's right to use the PHD Platform shall terminate.

Any further warranty of title by PHD AG regarding the PHD Platform is excluded.

7. Intellectual property rights

For the purposes of these Terms of use, intellectual property rights ("**Intellectual Property Rights**") shall mean all registered and unregistered rights worldwide relating to patents, copyrights, trademarks, domains, designs, software and its source and object code, web designs, graphics, photographs, animations, videos, texts, documentation and user manuals, databases and know-how, whether or not they can be protected.

All Intellectual Property Rights in the PHD Platform and in any further developments of the PHD Platform that may be created or arise under these Terms of use (hereinafter referred to as "**New Intellectual Property Rights**") shall vest solely in PHD AG. The User agrees to (i) fully assign to PHD AG all rights to New Intellectual Property Rights, to the extent such rights do not originate with PHD AG, and hereby assigns to PHD AG, without encumbrance, all rights to New Intellectual Property Rights in the sense of a global advance disposition, at the latest, however, at the time such rights come into existence, and (ii) waives the exercise of any moral rights that may be associated with New Intellectual Property Rights.

8. Data usage

The User grants PHD AG a free, non-exclusive, transferable, sublicensable and perpetual right to all content that the User uploads to or publishes via the PHD Platform or its PHBooklets to use such content (namely Data regarding animals) in accordance with the provisions of these Terms of Use (in particular for the operation of the PHD Platform). In particular, PHD AG is entitled to use the User's Data regarding animals for research purposes and, in this context, to disclose it to third parties (e.g. universities, research institutes, other veterinarians, etc.).

9. Limitation of liability

Unless otherwise expressly provided in these Terms of use, PHD AG shall only be liable for unlawful intent and gross negligence and only for direct damages caused by physical injury. Any further liability of PHD AG is excluded to the extent permitted by law. In particular, PHD AG shall not be liable for slight and medium negligence, lack of economic success, loss of profit or other consequential and direct damages. Furthermore, PHD AG is also not liable for any damages in connection with the use of the PHD Platform, namely not for damages resulting from cyberattacks. Furthermore, any liability of PHD AG for actions of auxiliary persons and contractual partners, which PHD AG engages for the fulfillment of these Terms of use, is excluded to the maximum extent permitted by law.

10. Secrecy

Except as otherwise provided in these Terms of Use, the parties will treat all information and data provided or otherwise made available to them by the other party in connection with this Agreement as confidential (hereinafter "**Confidential information**") and use it only for the purposes of this Agreement and the assertion of rights under this Agreement. The obligation to keep Confidential information confidential shall not apply to Confidential information which was already known before without an obligation to keep it confidential or which is or becomes generally known without this being the fault of the party receiving the confidential information.

11. Release from duty of confidentiality under data protection law

The User releases PHD AG from the obligation of confidentiality under data protection law pursuant to Art. 62 FADP and consents to the relevant data disclosures, if and to the extent they are necessary for the use of the PHD Platform. In particular, the User releases PHD AG from the obligation of confidentiality under data protection law (i) if this is necessary to protect the legitimate interests of the User and/or PHD AG (e.g. in connection with the enforcement of or defense against legal claims, collection of receivables, proceedings before domestic or foreign authorities or courts, etc.), (ii) for PHD AG's cooperation with suppliers and subcontractors inland and abroad to whom PHD AG has outsourced certain services or from whom PHD AG obtains certain products or services, or (iii) PHD AG is obligated to report user data in certain cases based on statutory provisions and other national and international regulations.

12. Responsibility of the user

The User is solely responsible for compliance with the laws, rules and regulations applicable to the User when using the PHD Platform.

The User is solely responsible for all content that they distribute or publish via the PHD Platform or uploads to the PHD Platform. The User shall not upload or distribute through the PHD Platform any content that is unlawful, immoral or otherwise contrary to fundamental moral standards. The User is solely responsible for all necessary

permissions to upload and publish content (in particular animal data) on or via the PHD Platform and hereby grants PHD AG permission to use, store and process such content in accordance with the provisions of these Terms of Use.

The User agrees to defend and fully indemnify PHD AG (including reimbursement of court costs and reasonable attorneys' fees) in the event that a third party asserts a claim against PHD AG in connection with the User's use of the PHD Platform.

13. Responsibility of the User for its IT infrastructure

The User is solely responsible for ensuring that its IT infrastructure meets the requirements for the proper use of the PHD Platform and is maintained accordingly. If the user's IT infrastructure does not meet these requirements, the user shall not be entitled to assert any rights under this Agreement against PHD AG.

14. Privacy

The purpose, nature and extent of the processing of the User's personal data by PHD AG are governed by these Terms of Use and the Privacy Policy of PHD AG for the PHD Platform.

15. Subcontractor

PHD AG shall be entitled to engage third parties, such as substitutes or auxiliary persons, for the performance of this Agreement, irrespective of whether they are domiciled in Switzerland or abroad.

16. Assignment and contract transfer

PHD AG is entitled to transfer individual rights and/or obligations under this Agreement or the Agreement as a whole to third parties. In this case, PHD AG shall inform the user as soon as possible.

17. Adaptation of the Terms of use

PHD AG reserves the right to adapt or change these Terms of use at any time. In the event of such changes to these Terms of use, PHD AG will inform Users of the changes within a reasonable period of time. Without objection within 30 days, these shall be deemed approved.

18. Agreement duration and termination

The period of validity of the licenses acquired by the user under this Agreement is limited to one calendar year from the acquisition of the respective license. A license shall be automatically renewed for one additional calendar year at a time, unless the license is terminated in writing by either party with one (1) month's notice prior to the expiration of the respective calendar year. In addition, either party may terminate this Agreement with immediate effect in writing for good cause. In particular, good cause shall be deemed to exist if the User is in default of payment. Furthermore, after the breaching party has not remedied a breach of contract within a period of four weeks from the written request despite a written request by the non-breaching party, the non-breaching party may terminate this Agreement without notice.

If the User still has valid licenses when this Agreement is terminated, any license fees already paid will not be refunded to the User.

Upon termination of this Agreement, User's license to use the PHD Platform or its PHBooklets will terminate and User will no longer be able to access it.

19. Final provisions

This Agreement as well as any amendments and supplements to the Agreement must be made in writing in order to be valid. This formal requirement may only be waived by written agreement.

Should individual provisions or parts of this Agreement prove to be void or ineffective, this shall not affect the validity of the remainder of the Agreement. In such a case, the parties shall adapt the Agreement in such a way that the economic purpose intended by the void or ineffective part is achieved as far as possible.

Unless other applicable law applies due to mandatory statutory provisions, this Agreement shall be governed exclusively by Swiss law. The provisions on conflict of laws, the UN Convention on Contracts for the International Sale of Goods (CISG) and any other intergovernmental agreements shall not apply. Unless another place of jurisdiction applies due to mandatory statutory provisions, the ordinary courts of the city of St. Gallen shall have jurisdiction over all legal disputes arising from, concerning or in connection with this Agreement.