

End-User Licensing Agreement (EULA)

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

- 1) The information in the App relates solely to the **horse** (*Equus ferus caballus*).
- 2) Transrectal ultrasonography is a technique requiring considerable skill and carrying substantial risks to the horse, including injury to the rectum. Injury to the rectum can be fatal in horses. Furthermore transrectal ultrasound carries considerable risk to the operator, including severe injury and death. Appropriate horse handling and restraint, including sedation if necessary, is always required for performing this technique. Transrectal ultrasonography should only be carried out by licensed veterinarians who have undergone appropriate training in the technique.
- 3) The application is intended solely as an aide memoir for veterinarians already familiar with transrectal ultrasonography.
- 4) The ultrasound images and videos in this App represent examples of the described states and conditions. However, there is great variation in nature and it is possible that a horse in the same physiological state or with the same disease could have a different ultrasonographic appearance.
- 5) Veterinary Advances Ltd has developed this application with reasonable skill and care to provide general information on ultrasonography of the reproductive tract of the mare. 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.
- 6) 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:

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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.

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i. The laws of the State of California, excluding its conflicts of law rules, govern this license and your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national, or international laws.

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

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Veterinary Advances Ltd, 9 Ballysax Hills, The Curragh, Co Kildare, Ireland.

www.veterinaryadvances.com

+353 83 4087184

kcorley@equineadvances.com