



## MASTER SERVICE TERMS

V8.2024

These Master Service Terms including any addendums which may be attached hereto or incorporated by reference ("**Master Service Terms**") govern the provision of services under the applicable Order Form or Statement of Work between you, the Client ("**Client**"), and Covetrus Software Pty Ltd (CAN 094 621 557) ("**Covetrus**") or, if applicable, other Covetrus entity stated therein. By signing, entering into or otherwise agreeing to any Order Form or Statement of Work (each as defined below) in respect of Covetrus services or applications, Client signifies acceptance of these Master Service Terms and this Agreement (as defined below). Individual services or applications may be further subject to additional terms and conditions.

Covetrus and Client agree as follows:

### 1. Definitions.

"**Addendum**" means an addendum to these Master Service Terms.

"**Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" means the ownership of (i) greater than fifty percent (50%) of the voting power to elect directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.

"**Aggregated Statistics**" means data and information related to or derived from Client's use of the Technology Services that is used by Covetrus (or its Affiliates) in an aggregate and anonymized manner, including without limitation to compile statistical and performance information related to the provision and operation of the Technology Services and usage by Client.

"**Agreement**" means the relevant Order Form or SOW, these Master Service Terms including any Addendum (which are incorporated into this Agreement and each Order Form or SOW) and any other terms or documents which are now or may in the future be incorporated herein or therein by reference, including as may be amended from time to time in accordance with Clause 18(c).

"**Ancillary Services**" means services that may be provided as part of and/or ancillary to Subscription Services and/or Software.

"**Covetrus**" means Covetrus Software Services Pty Ltd, a company incorporated in Australia having company number 094 621 557, subject to Clause 19.

"**Covetrus Affiliates**" means Covetrus and its Affiliates.

"**Client Data**" means all electronic data that is submitted, posted, recorded, stored or otherwise transmitted by or on behalf of Client in the Technology Services. Client Data does not include Excluded Information or Aggregated Statistics.

"**Data Processing Addendum**" means the Addendum setting out basic terms and conditions relating to data processing, which can be found at [Covetrus Global DPA](#).

"**Data Analytics**" means the proprietary information as prepared and owned by Covetrus concerning industry statistics that may be provided to the Client via an accessible and downloadable document or through their Subscription Services, as indicated in the applicable Order Form or SOW, subject to the license grant in clause 2(b) below.

"**Documentation**" means Covetrus' standard installation materials, training materials, specifications and other hard copy and/or online help documents normally made available by or on behalf of Covetrus in connection with the Subscription Services or Software or Ancillary Services, as modified from time to time by or on behalf of Covetrus.



“**Equipment**” means hardware, mainframes, computers, servers, client/server stations, network equipment, routers, semi-conductor chips, embedded software, and other equipment that may be purchased hereunder by Client.

“**Excluded Information**” means credit or debit card numbers and related payment card details.

“**Feedback**” means any suggestion or idea for improving or otherwise modifying any of Covetrus’ products or services.

“**Order Form**” means each ordering document agreed by the parties from time to time for the purchase of Subscription Services, Software, Equipment and certain related Professional Services. All Order Forms are incorporated into and form an integral part of this Agreement.

“**Professional Services**” means the implementation services, training, technical support, maintenance, or consulting services performed by Covetrus or its authorized representatives for Client in connection with this Agreement.

“**Statement of Work**” or “**SOW**” means each ordering document agreed to by the parties from time to time for Professional Services. All SOWs are incorporated into and form an integral part of this Agreement.

“**Software**” means the software applications of Covetrus (or its Affiliates) identified on an applicable Order Form that are licensed to Client pursuant to clause 2(b) below.

“**Subscription Services**” means the Covetrus services or application(s) that are made available to Client on a Software-as-a-Service (SaaS) subscription basis.

“**Term**” means the term for the provision of the relevant Technology Services as stated in the relevant Order Form or SOW (or otherwise in this Agreement).

“**Technology Services**” means any one or more of the Subscription Services, Software, Professional Services, Data Analytics or Ancillary Services.

“**Transition Services**” shall have the meaning provided in Clause 11 below.

The term “**party**” or “**parties**” shall refer to a party or the parties to this Agreement.

References to Clauses or clauses shall be to clauses or sub-clauses of these Master Service Terms, unless otherwise stated or the context otherwise requires.

## **2. Subscription Services, Professional Services, Software Data Analytics and Equipment.**

(a) **Provision of Services.** Covetrus (directly, or indirectly through a Covetrus Affiliate) will provide Client with access to the Subscription Services and with Professional Services as specified in the Order Form or SOW, all subject to this Agreement. Covetrus may modify the Subscription Services, Software, and Data Analytics periodically. Covetrus may contract with third parties to support the Subscription Services, Professional Services, and Data Analytics including data center hosting, remote backup and specialty data services, so long as they are subject to obligations of confidentiality to Covetrus at least as strict as Covetrus’ to Client. Covetrus shall remain responsible for the performance of its contractors.

(b) **Licensed Software.** Subject to and conditioned on Client’s payment of applicable fees and compliance with all other terms and conditions set forth in this Agreement and any applicable Order Form or SOW, Covetrus hereby grants Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement, to the extent applicable, to Software or Data Analytics. If Covetrus licenses Software or Data Analytics to Client, the reference to the applicable terms and conditions of the license and any applicable support are normally specified in the applicable Order Form or SOW, or are contained within the Software or Data Analytics, and such terms and conditions may be revised or updated from time to time. Client’s use of the Software and Data Analytics is subject to the applicable license terms and conditions.



(c) **Limitations on Use.** Client may use the Subscription Services, Software and Data Analytics solely to process and store information related to Client's veterinary medical practice and for its own internal business purposes, subject to and in compliance with applicable law, and for no other purposes. Client is responsible and liable for all uses of the Subscription Services, Software, Data Analytics and Documentation resulting from access provided by or through Client. In using the Subscription Services, Software, and Data Analytics Client will not: (i) modify, reproduce, adapt or translate any portion of the Subscription Services, Software, or Data Analytics or create derivative works based upon Subscription Services, Software, or Data Analytics; (ii) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from any Subscription Services or Software or otherwise reduce the Subscription Services or Software to human readable form; (iii) access any Subscription Service, Software, or Data Analytics (including any databases or data thereof) by any means other than through an interface that is provided by Covetrus for such access (if any); or (iv) access or use any Subscription Services, Software, or Data Analytics to build a competitive product, software or service. Covetrus reserves all rights not expressly granted to Client in this Agreement.

(d) **Ownership.** Covetrus retains all rights in the Subscription Services and (subject to any license granted to Client) Software, Data Analytics, the Aggregated Statistics, and all work product from related Professional Services, which Client may use only in connection with the Subscription Services or Software. Covetrus may use and incorporate into the Subscription Services, Software, and Data Analytics any changes suggested by Client personnel, without payment.

(e) **Intellectual Property Rights.** Client acknowledges that all intellectual property rights in the Subscription Services, Software, Data Analytics and work product from the Professional Services and Ancillary Services, including copyrights, trademarks, logos, and service marks, communications and applications, including updates and related documentation, are the intellectual property of and belong to Covetrus (or the relevant Affiliate) or the relevant third-party owners (as the case may be), and the Client shall have no rights in or to the intellectual property relating to the Technology Services, other than the right to use such services in accordance with the terms of this Agreement and any relevant license. Nothing contained in our Technology Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any intellectual property without the express written permission of Covetrus (or the relevant Covetrus Affiliate), our licensors or suppliers, or the third-party owner of any such intellectual property and use of the intellectual property is expressly prohibited other than as expressly permitted by this Agreement. Covetrus trademarks may not be used in connection with any product or service that is not ours, in any manner that to cause confusion among Clients, or in any manner that disparages Covetrus, its licensors, or its suppliers.

(f) **Suspension.** Notwithstanding anything to the contrary in this Agreement, Covetrus may temporarily suspend Client's and any authorized end user's access to any portion or all of the Subscription Services, Software, and/or Data Analytics if: (i) Covetrus reasonably determines that (A) there is a threat, attack, or security risk on or to any of the Subscription Services, Software, and/or Data Analytics; (B) Client, or user, is using the Subscription Services, Software, and/or Data Analytics contrary to the terms of this Agreement; or (ii) in accordance with Clause 3. Covetrus shall use commercially reasonable efforts to provide written notice of any such suspension to Client. Covetrus will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any authorized user may incur as a result of a service suspension.

(g) **Equipment.** In consideration of the complete payment by Client to Covetrus of the applicable fees for any Equipment as may be specified in an applicable Order Form to be purchased from Covetrus, Covetrus hereby grants, transfers, conveys, assigns and sets over to Client all of its right, title, interest, claim and demand in and to all such Equipment. Title to Equipment to be purchased from Covetrus will pass to Client on full payment to Covetrus. All payment for Equipment purchased from Covetrus shall be non-refundable. Client acknowledges that the Subscription Services and Software are designed to best operate using the equipment and specifications detailed by Covetrus and that Client uses equipment and specifications other than those detailed by Covetrus at Client's own risk.

### 3. Fees and Payment Terms.

(a) **Fees.** Client shall pay the fees as specified in each Order Form and SOW. Unless otherwise specified in the Order Form, all amounts are in Australian Dollars (AUD).

(b) **Invoicing and Payment.** All payments are due within 30 days of the date of the invoice and are non-cancellable and non-refundable except as provided in this Agreement. If Client does not pay any amount (not disputed in good faith) when due, Covetrus may charge interest on the unpaid amount at the rate of 5% per month (or if less, the maximum rate allowed by law). Covetrus may, 30 days after written notice of such non-payment, suspend all or any of the Subscription Services, Data Analytics and Professional Services until such payment is received, but Client will remain obligated to make all payments due under this Agreement. Client agrees to pay Covetrus' expenses, including reasonable attorneys and collection fees, incurred in collecting amounts not subject to a good faith dispute (but in such case will become so liable if the dispute is resolved in favor of Covetrus).

(c) **Taxes.** All fees are exclusive of all taxes, including federal, state and local use, sales, property, value-added, ad valorem and similar taxes related to this transaction, however designated (except taxes based on Covetrus' net income). Client agrees to pay any and all such taxes that it is obligated by law to pay. Client will pay Covetrus' invoices for such taxes whenever Covetrus is required to collect such taxes from Client.

### 4. Confidentiality.

(d) **Subscription Services, Software, and Data Analytics.** The Subscription Services, Software, and Data Analytics provided by Covetrus to the Client contain confidential information of Covetrus and its Affiliates. The Client shall take all such steps as shall be necessary to protect such intellectual property rights and confidential information in the Subscription Services, Software, and Data Analytics and without prejudice to the generality of the foregoing shall not copy or reproduce the same nor distribute sell or disclose the contents of the same to any third party without the prior written consent of Covetrus. The Client undertakes to make its Affiliates, employees, agents and sub-contractors aware of the provisions of this clause and to use its best endeavours to ensure compliance by its Affiliates, employees, agents and sub-contractors with the obligations set out in herein.

(e) **Internal Use Only.** Subscription Services, Software, and Data Analytics are provided for Clients own internal use only. Client may not share login access credentials, passwords, or any data or reports from the Subscription Services, Software, and Data Analytics provided by Covetrus with any third party.

(f) **Reciprocal Undertakings.** Save as otherwise provided in this Agreement: (i) each party shall, during the term of this Agreement and for a period of five (5) years thereafter keep confidential all, and shall not without the prior written consent of the other party disclose to any third party (except its professional advisors or as may be required by law, court order or any legal or regulatory authority) any, information (written or oral) of a confidential nature (including trade secrets) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge or subsequently comes lawfully into the possession of such party from a third party, in each of the aforementioned cases other than by breach of this Agreement; (ii) each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information (including by its employees, agents and sub-contractors); and (iii) notwithstanding the foregoing, with respect to any confidential information that constitutes a trade secret (as determined under applicable law), the applicable obligations of non disclosure will survive the termination of this Agreement for as long as such confidential information remains subject to trade secret protection under applicable law.

(g) **Termination.** On the expiration or termination of this Agreement, the Client shall promptly return to Covetrus all copies, whether in written, electronic, or other form or media, of confidential information, or destroy or expunge all such copies and certify this in writing to Covetrus.



## **5. Client Obligations. Client Data. Client Consent.**

(a) Client undertakes to Covetrus throughout the term of this Agreement to grant Covetrus (and its employees, agents and sub-contractors) access to the Client Data from the Technology Services as it (or they) shall from time to time reasonably require to provide the Technology Services under this Agreement. Client shall provide all information reasonably necessary to enable Covetrus to exercise its rights and comply with its obligations under this Agreement.

(b) Client accepts responsibility for the selection of the Technology Services to achieve its intended results and acknowledges that the Technology Services may not been developed to meet the individual requirements of the Client.

(c) Client is responsible for the accuracy and integrity of its Client Data, for obtaining all legally-required consents (including from relevant data subjects as such term is understood in applicable data protection law) for, the Client Data. Client represents, warrants, and covenants that Client has all necessary rights, permissions and authority required to authorize Covetrus and affiliates to extract, access and use the Client Data as contemplated in this Agreement.

(d) Covetrus shall have the right, and Client hereby consents to Covetrus having the right, to access, use, process and display the Client Data: (i) in order to provide, improve, monitor or manage the Technology Services; (ii) to comply with legal, regulatory and manufacturer requirements; and (iii) as otherwise may be permitted or contemplated by this Agreement or the Data Processing Addendum. Each party shall comply with the Data Processing Addendum which is hereby incorporated into this Agreement.

(e) Client understands and acknowledges that use of the Client Data and provision of Technology Services shall be subject to this Agreement (and any other specific terms of service, which may be applicable), the Covetrus privacy policy and the Covetrus Data Processing Addendum. In the event of any inconsistency or conflict between this Agreement and the Covetrus privacy policy or Covetrus Data Processing Addendum, the terms of this Agreement shall take precedence.

## **6. Third Parties.**

The Subscription Services and Software may include functionality provided by third-party specialty data processors on a Software as a Service (SaaS) basis from their own data centers. Client consents to Covetrus' use of these third parties and to their processing Client Data. Covetrus may from time to time make third-party products available to Client. For purposes of this Agreement, such third-party products are subject to their own terms and conditions and the applicable flow through provisions referred to in the applicable Order Form or SOW. If Client does not agree to abide by the applicable terms for any such third-party products, then Client shall not install or use such third-party products.

## **7. Security.**

Without limiting Client's responsibilities under Clause 5 or Clause 9, Covetrus will maintain and enforce commercially reasonable physical and logistical security methods and procedures designed to protect Client Data on the Subscription Services and to secure and defend the Subscription Services against "hackers" and others who may seek to access the Subscription Services without authorization. Covetrus will test its systems for potential security vulnerabilities at least annually. Covetrus will use commercially reasonable efforts to remedy any breach of security or unauthorized access. Covetrus reserves the right to suspend access to the Covetrus system in the event of a suspected or actual security breach. Notwithstanding any other provision, this section sets out Covetrus' entire obligation to protect Client Data on the Subscription Services. Client will maintain and enforce commercially reasonable security methods and procedures to prevent misuse of the log-in information of its users. Covetrus shall not be liable for any damages incurred by Client or any third party in connection with any unauthorized access resulting from the actions of Client or its representatives.

## **8. Aggregated Statistics.**



Covetrus monitors use of the Subscription Services, Software, and Data Analytics by all Clients and compiles and uses de-identified information and data in relation to such use, in aggregated and anonymous form, including without limitation to compile and analyze statistical and performance information about the Subscription Services and Software and their use and such information is not Client Data. Covetrus may use and publish such aggregated and anonymous information and data so long as it does not identify Client or any individual. Covetrus retains all copyright and other intellectual property rights in and over the Aggregated Statistics.

#### **9. Excluded Information.**

Client's use of the Subscription Services and Software does not require the entry or collection of Excluded Information. Client agrees not to use the Subscription Services or Software to collect or manage Excluded Information. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, COVETRUS DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM CLIENT'S USE OF THE TECHNOLOGY SERVICES TO COLLECT OR MANAGE EXCLUDED INFORMATION.

**10. Feedback Rights.** Parties agree that any Feedback Client or an authorized user provides to Covetrus shall not be deemed Confidential Information and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement shall restrict Covetrus' right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Client or any authorized user.

**11. Transition Services.** After either Party's notice of termination, Covetrus shall assist Client with transition to an alternative vendor or to in-house operations pursuant to Covetrus' then-standing transition policies (the "Transition Services"); provided that (a) no Transition Services shall be provided if Covetrus has reasonable basis to believe that Client is in breach of this Agreement and (b) Client pre-pays Covetrus' standard fees for Transition Services. Covetrus has no obligation to provide Transition Services or retain any data related to providing the Technology Services to Client after termination of this Agreement.

#### **12. Warranties.**

(a) **Authority.** Each party warrants and represents that it has all requisite legal authority to enter into and perform this Agreement and that it shall comply with all laws applicable to its performance hereunder including all applicable laws pertaining to the collection and use of personal data.

(b) **Industry Standards and Documentation.** Covetrus warrants and represents that it will perform the Professional Services in a professional manner in accordance with prevailing industry standards and that the Subscription Services and Software will materially conform to the specifications as set out in the applicable Documentation. At no additional cost to Client, and as Client's sole and exclusive remedy for nonconformity of the Subscription Services, Software or Professional Services with this limited warranty, Covetrus will use commercially reasonable efforts to correct any such nonconformity, provided Client promptly notifies Covetrus in writing outlining the specific details upon discovery. This limited warranty shall be void or otherwise not apply if the failure of the Subscription Services or Software to conform is caused by (i) the use or operation of the Subscription Services or Software with an application or in an environment other than as set out in the Documentation, or (ii) modifications to the Subscription Services or Software that were not made by Covetrus or Covetrus's authorized representatives.

(c) Neither party will introduce any virus or other harmful or malicious code designed to disrupt the use of the Subscription Services or Software.

(d) Client will not use any Subscription Services or Software in a manner that could reasonably be expected to interfere with or disrupt the integrity, security or performance of any Subscription Services or Software, including, without limitation, the integrity or security of any data contained therein.

(e) **Third Party Warranties.** Covetrus may procure from time to time from third parties certain Equipment, hardware, software or third party support contracts. Client acknowledges that Covetrus is not the manufacturer of such items. To the fullest extent permitted by law, Covetrus makes no warranties in relation to such items other than, indirectly, those manufacturers' or licensors' warranties (if any) which Covetrus is able to pass through for Client's benefit.





(f) **DISCLAIMER.** THE CLIENT'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS SUB- CLAUSE. EXCEPT AS EXPRESSLY SET OUT HEREIN, THE TECHNOLOGY SERVICES ARE PROVIDED "AS IS" AND NEITHER COVETRUS (NOR ANY OF COVETRUS AFFILIATE) MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT AS STATED IN THIS SECTION, NEITHER COVETRUS (NOR ANY COVETRUS AFFILIATE) MAKES ANY REPRESENTATION OR WARRANTY THAT CLIENT'S USE OF THE TECHNOLOGY SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COVETRUS (OR ANY AFFILIATE) IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY AND EXPLICITLY SET OUT IN THIS AGREEMENT.

### **13. Indemnification by Covetrus.**

(a) Subject to the restrictions set out in this Clause, Covetrus shall indemnify, defend and hold Client harmless from and against all losses (including reasonable legal fees) arising out of any third party suit or claim alleging that Client's authorized use of the Subscription Services or Software infringes any valid Australian, UK, U.S. or European Union patent or trademark, trade secret or other proprietary right of such third party ("Intellectual Property Right").

(b) Covetrus's obligations are conditional on the Client: (a) as soon as reasonably practicable, giving prompt written notice of the claim to Covetrus, specifying the nature of the claim in reasonable detail; (b) not making any admission of liability, agreement or compromise in relation to the claim without the prior written consent of Covetrus; (c) giving Covetrus and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Client, so as to enable Covetrus and its professional advisers to examine them and to take copies (at Covetrus's expense) for the purpose of assessing the claim; and (d) taking such action as Covetrus may reasonably request to avoid, dispute, compromise or defend the Claim.

(c) Client shall: (i) grant Covetrus sole control of the defense or settlement of such suit or claim and (ii) reasonably cooperate with Covetrus, at Covetrus's expense, in its defense or settlement of the suit or claim. To the extent that Covetrus is prejudiced by Client's failure to comply with the foregoing requirements, Covetrus shall not be liable hereunder. Covetrus may, at its option and expense, (i) replace the Subscription Services or Software with compatible non-infringing Subscription Services or Software, (ii) modify the Subscription Services or Software so that they are non-infringing, (iii) procure the right for Client to continue using the Subscription Services or Software, or (iv) if the foregoing options are not reasonably available, terminate the applicable Order Form or SOW and refund Client all prepaid fees for Subscription Services, Software or Professional Services applicable to the remainder of the Term of such Order Form or SOW. Any pre-paid license fees for Software will be amortized over the shorter of the license term or three (3) years. Covetrus shall have no obligation to Client with respect to any infringement claim against Client if such claim existed prior to the effective date of the relevant Order Form or SOW or such claim is based upon (a) Client's use of the Subscription Services or Software in a manner not expressly authorized by this Agreement, (b) the combination, operation, or use of the Subscription Services or Software with third party material that was not provided by Covetrus, if Client's liability would have been avoided in the absence of such combination, use, or operation, or (c) modifications to the Subscription Services or Software other than as authorized in writing by Covetrus; or (d) Client Data.

### **14. THIS SECTION SETS OUT COVETRUS'S ENTIRE OBLIGATION TO CLIENT WITH RESPECT TO ANY CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS SECTION.**

#### **(a) Indemnification by Client.**

Client shall indemnify, defend and hold Covetrus (and Covetrus Affiliates) harmless from and against all losses (including reasonable attorney fees) arising out of any third party suit or claim alleging that (i) Client's use of the Subscription Services or Software hereunder has harmed such third party claimant, or (ii) Client Data infringes any Intellectual Property Right. Covetrus shall: (i) give Client prompt written notice of such suit or claim, (ii) grant Client sole control of the defense or settlement of such suit or claim and (iii) reasonably cooperate with Client, at Client's expense, in its defense or settlement of the suit or claim. To the extent that Client is prejudiced by Covetrus's failure to comply with the foregoing requirements, Client shall not be liable hereunder.



**15. LIMITATION OF LIABILITY. THE CLIENT'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE.**

(a) Except as expressly stated herein, Covetrus shall not in any circumstances have any liability for any losses or damages which may be suffered by the Client (or any person claiming under or through the Client), whether the same are suffered directly or indirectly or are immediate or consequential (including loss or damage suffered by the Client as a result of an action brought by a third party), and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories: (i) special damage even if Covetrus was aware of the circumstances in which such special damage could arise; (ii) loss of profits; (iii) loss of anticipated savings; (iv) loss of business opportunity; (v) loss of goodwill; (vi) loss or corruption of data; (vii) loss of contract; (viii) loss of use, provided that this clause shall not prevent claims for loss of or damage to the Client's tangible property that fall within the terms of this clause or any other claims for direct financial loss that are not excluded by any of aforementioned categories (i) to (viii) inclusive.

(b) The total liability of Covetrus, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to: (i) the amount of annual fees paid for the Technology Services by Client during the preceding 12 months; or (ii)

(c) \$500,000 (five hundred thousand dollars), whichever is the lower.

(d) Covetrus shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement; unless otherwise set out herein, Covetrus shall have no liability to the Client in respect of any liability unless the Client shall have served written notice of the same upon Covetrus within 2 (two) months of the date it became aware of the circumstances giving rise to the liability or the date when it ought reasonably to have become so aware. The exclusions set out herein shall apply to the fullest extent permissible at law, but Covetrus does not exclude liability for: (a) death or personal injury caused by the negligence of Covetrus, its officers, employees, contractors or agents; (b) fraud or fraudulent misrepresentation; (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) any other liability which may not be excluded by law.

(e) All references to "Covetrus" in this clause 16 shall for the purposes of this clause be treated as including Covetrus and its Affiliates and their agents, employees, subcontractors and suppliers, all of whom shall have the benefit of the exclusions and limitations of liability set out herein (without prejudice to clause 18). Nothing in this clause shall confer any right or remedy upon the Client to which it would not otherwise be legally entitled.

**16. Term.**

(a) This Agreement will continue in effect for the Term of all Order Forms or SOWs hereunder. Each Order Form or SOW will commence upon its effective date as set out in the applicable Order Form or SOW and continue for the term set out therein.

(b) Covetrus may increase pricing once each year during the Term by at least thirty (30) days written notice.



## 17. Termination

(a) **Termination Rights.** Without prejudice to any other express termination right set out in the applicable Order Form or SOW or these Master Service Terms:

i) Covetrus may terminate this Agreement, effective on written notice to Client, if Client: (A) fails to pay any amount when due hereunder and such failure continues more than 20 days after Covetrus' delivery of written notice thereof; or (B) breaches any of its obligations under Clause 2 or Clause 4;

ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary winding up or bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general arrangement or assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, administrator trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

iv) either Party may, at its option, terminate this Agreement, or any Order Form or SOW, effective ninety (90) days after providing written notice to the other Party.

(b) **Termination Effects.** Upon expiration or earlier termination of this Agreement, for any reason: (a) all rights granted to the Client under this Agreement shall cease; (b) the Client shall cease all activities authorized by this Agreement; (c) the Client shall immediately pay any outstanding unpaid invoices and interest due to Covetrus; (d) Client shall immediately discontinue use of the Subscription Services and/or Software and, without limiting Client's obligations under section 4, Client shall delete, destroy, expunge or return all copies of the Subscription Services, Software, and/or Data Analytics and certify in writing to Covetrus that the Subscription Services, Software and/or Data Analytics have been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all fees that may have become due before such expiration or termination, or entitle Client to any refund.

## 18. General.

(a) **Independent Contractors.** The parties are independent contractors and not agents or partners of, or joint venturers with, the other party for any purpose. Neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

(b) **Notices.** All notices required under this Agreement shall be in writing and shall be delivered personally against receipt; by registered or certified mail, return receipt requested, postage prepaid; sent by nationally-recognized overnight courier service; and addressed to the party to be notified at their address set out below, with a copy sent by email. In the case of Covetrus, a copy of all notices shall be sent to the following: Vice-President Finance, Covetrus, 48 Bell Are Ave, Northgate, QLD 4013 with a copy by email to legal@covetrus.com. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with such overnight courier service, or five (5) days after being deposited in the Australian mail, postage prepaid to the address set out in the applicable Order Form or SOW (or in the case of Covetrus to the address set out herein), or to such other address as each party may designate in writing and notify in accordance with this clause.

(c) **Force Majeure.** Except for payment obligations hereunder, either party shall be excused from performance of non-monetary obligations under this Agreement for such period of time as such party is prevented from performing such obligations, in whole or in part, due to causes beyond its reasonable control, including but not limited to, delays



caused by the other party, acts of God, war, terrorism, criminal activity, civil disturbance, court order or other government action, third party performance or non-performance, strikes or work stoppages, provided that such party gives prompt written notice to the other party of such event.

(d) **Amendment.** These Master Service Terms (including any Addendum or document incorporated by reference) may be amended by Covetrus from time to time, for instance (without limitation) as Covetrus adds new services, applications or features or as laws change, industry best practices evolve or Covetrus policies or practices change or are updated. Covetrus will make the most recent version of these Master Service Terms (including any Addendum or other document incorporated by reference) available to Client via the web portal link provided or notified to Client or via Covetrus' website.

(e) **Entire Agreement; Precedence.** This Agreement, including these Master Service Terms and all Order Forms or SOWs and documents attached hereto or incorporated herein by reference, constitutes the entire agreement of the parties as to the subject matter hereof and supersedes all proposals, requirements documents, discussions, presentations, responses to questions, or prior agreements, commitments or promises, oral, electronic or written, between the parties or provided by one party to another, relating to the subject matter hereof. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on and shall have no remedy or right of action with respect to any statement, undertaking, promise, assurance, warranty, understanding or any representation or misrepresentation (whether contractual or non-contractual and whether negligently or innocently made) relating to the subject matter of this agreement, whether made in writing or not and made by or to any person, other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud. Each Order Form or SOW is governed by the terms of these Master Service Terms and in the event of a conflict or discrepancy between the terms of a Order Form or SOW and the terms of these Master Service Terms, these Master Service Terms shall govern except as to the specific Subscription Services, Software or Professional Services ordered or provided, and the fees, currency and payment terms for such orders, in relation to which the Order Form or SOW shall govern, as applicable. If an Order Form or SOW explicitly states that it is intended to amend or modify a term of this Master Service Terms, or prevail in the event of any inconsistency or conflict, such Order Form or SOW shall prevail over this Agreement solely as to such amendment or modification or to the extent of any inconsistency or conflict. Covetrus objects to and rejects any additional or different terms proposed by Client, including any that may be contained in Client's purchase order, acceptance, vendor portal or website. Neither Covetrus's acceptance of Client's purchase order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication, or act of Client shall be deemed acceptance thereof or a waiver of any of the terms hereof. The party's obligations hereunder are neither contingent on the delivery of any future functionality or features of the Subscription Services or Software nor dependent on any oral or written public comments made by Covetrus regarding future functionality or features of the Subscription Services or Software.

(f) **Non-Waiver; Invalidity.** No waiver or modification of the provisions of this Agreement shall be effective unless in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.

(g) **Assignment.** The Client shall not: (a) be entitled to assign, transfer, charge, sub-contract, sub-license, novate or otherwise dispose of (including by means of holding the benefit of the same on trust for any third party) this Agreement nor all or any of its rights and obligations hereunder; (b) allow any software licence to become the subject of any charge, lien or encumbrance; or (c) deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Covetrus. Covetrus shall be entitled to assign, transfer, charge, sub-contract, sub-license, novate or deal in any other manner with any or all of its rights and obligations under this Agreement in its entire discretion and the Client shall on request by Covetrus execute a novation agreement in respect thereof in such form as Covetrus shall require. A party seeking to assign (to the extent and in the manner permitted under this Agreement) any or all of its rights under this Agreement may disclose to a proposed assignee any information in its possession that relates to this Agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause shall be made until notice of the identity of the proposed assignee has been given to the other party (and any required consent to the assignment or proposed assignment has been given).



Notwithstanding the foregoing, either party may assign this Agreement to any Affiliate, or to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business or assets to which this Agreement pertains, by purchase of shares, assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement, provided that Client shall not assign this Agreement to a direct competitor of Covetrus. Any assignment or attempted assignment in breach of this clause shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

(h) **Governing Law and Jurisdiction.** This Agreement will be governed and construed in accordance with Australian law, without regard to conflict of law principles, and both parties hereby submit to the exclusive jurisdiction of the Australian courts in respect of all disputes arising out of or relating to this Agreement.

(i) **Survival.** Provisions of this Agreement that are intended to survive termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive.

(j) **Headings and Language; Severability.** The headings of sections included in these Master Service Terms are inserted for convenience only and are not intended to affect the meaning or interpretation of these Master Service Terms. Words importing the singular include the plural and vice-versa. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(k) **Export Regulation.** The Subscription Services, Software, and Data Analytics utilize software, information and technology that may be subject to Australian export control laws. Client shall not, directly or indirectly, export, re-export, or release the Subscription Services, Software, and Data Analytics or the underlying software or technology to, or make the Data Analytics, Subscription Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Data Analytics, Subscription Services or the underlying software or technology available outside Australia. The provisions of this sub-clause shall be without prejudice to Client's obligations, and shall not grant Client any rights which it does not otherwise have, under this Agreement.

(l) **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Clause 4 or, in the case of Client, Clause 2, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including an injunction, specific performance and any other relief that may be available from any court, without any requirement to provide security or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(m) **Contract for Services.** The parties intend this Agreement to be a contract for the provision of services and not a contract for the sale of goods, save as otherwise contemplated in Clause 2(g) in relation specifically (and to that limited extent) to Equipment.



(n) **Actions Permitted.** Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than one year after the cause of action has accrued.

(o) **Telemedicine.** Where applicable, Client understands and agrees that its use of telemedicine products and services shall be in accordance with applicable local, state and national laws, rules and regulations. Telemedicine products and services provided via GoToMeeting are subject to the terms and conditions set out at LogMeIn <https://www.logmeininc.com/legal/terms-and-conditions> and/ or Telemedicine products and services provided via Zoom are subject to the terms and conditions set out at <https://zoom.us/terms/>.

## **19. Covetrus Party**

In the case of any Order Form or SOW stated to be agreed by an Affiliate of Covetrus, unless the context otherwise requires the term "Covetrus" as used throughout these Master Service Terms shall, in respect of that Order Form or SOW, mean the specific Covetrus Affiliate named as the party executing or agreeing to such Order Form or SOW with Client.

## **20. Rights of Parties. Third Party Rights.**

Covetrus and its Affiliates may enforce the terms of this Agreement subject to and in accordance with this clause, this Agreement and the Contracts (Rights of Third Parties) Act 1999. It is agreed that this Agreement is intended to confer a benefit on Covetrus Affiliates, and subcontractors and suppliers, by making the exclusions and limitations of liability available to them in accordance with this Agreement, provided that the rights of such subcontractors and suppliers under this agreement shall only be enforceable by Covetrus on their behalf. Covetrus will owe no duty to them to enforce such rights and it may conduct or compromise any relevant proceedings as it sees fit. For the avoidance of doubt, Covetrus may appoint any Affiliate to exercise any of its rights or perform any of its duties hereunder, provided that Covetrus shall be solely responsible and liable for the performance of obligations under and adherence to this Agreement. Except as expressly provided herein, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.