

**Covetrus APAC SMS Agreement
V 11.2020**

Definitions

In these Conditions, the following terms have the following meanings:

“Confidential Information” means any confidential information of a party and includes information relating to the customers, personnel, policies or business strategies of each party and any other proprietary information of the party but does not include information which is generally available to the public, information which was obtained from a third party without breach by that third party of any obligation of confidence concerning the information or information which was already in the receiving party’s possession when provided by the disclosing party;

“Covetrus” means Covetrus Software Services Pty Ltd GST 124-640-245 or Covetrus Software Services Pty Ltd ABN 89 094 621 557, depending on Customer’s location;

“Software” means software as specified in the order.

1. Provision of Services

- 1.1. Covetrus agrees to provide SMS Services to the Customer through the Covetrus Practice Management Software, in partnership with Covetrus’s network of Telecommunication Service Providers (“Telecommunication Carriers”).
- 1.2. For the purposes of this agreement, the term “SMS Service” means the service facilitated by Covetrus which enables the Customer to send and receive Standard Rate Messages through third party Telecommunication Carriers.
- 1.3. The Customer agrees to use the SMS Service in accordance with these Terms.

2. Pricing & Invoicing

- 2.1. All setup fees, monthly SMS fees, and report fees will be detailed in an Order Form. Unless specified in the Order Form, all fees will be in New Zealand dollars or Australian dollars, depending on Customer’s location.
- 2.2. Covetrus reserves the right to adjust the pricing with 30 days notice.
- 2.3. Charges for the SMS Service will be invoiced by Covetrus to the Customer on a monthly basis on or around the 5th day of each month. Invoices are due and payable on account or by Direct Debit 10 days from the date of issue.

3. Term & Termination

- 3.1. These Terms commence on the date the Terms are executed and will continue unless otherwise terminated in accordance with this clause.
- 3.2. The Customer and Covetrus may terminate these Terms on provision of thirty (30) days written notice. Covetrus may terminate these Terms if the Customer breaches a material provision of these Terms.

4. Content of SMS Messages

- 4.1. The Customer agrees not to use the SMS Service to transmit any information or material that violates State, Federal or National law, or transmit any material that is in contravention of any privacy or copyright rules or any other proprietary interest.
- 4.2. The Customer agrees not to use or seek to use the SMS Service for publishing, reproducing or advertising any message, information, symbol or other communication which is offensive or abusive or

of an indecent, obscene or menacing character or for the purpose of causing annoyance, inconvenience or needless anxiety to any person, or for any unlawful purpose. The Customer acknowledges that Telecommunication Carriers and Covetrus may audit Content of services from time to time and that a breach of this condition may result in termination of the Customer’s Account

- 4.3. In accordance with anti-SPAM legislation, guidelines and codes of practice, the Customer agrees not to use the SMS Service to circulate or send any unsolicited or unauthorised marketing, publicity or advertising material message to any person (including a message that is designed to promote goods or services (“Marketing Message”) to any person unless:
 - a. the recipient has first consented to receiving the Marketing Message; and
 - b. the recipient has been provided with a means to opt-out of receiving any further Marketing Messages, such a statement in the message of ‘Reply Stop to opt-out’; and
 - c. the recipient can clearly identify that the Customer is the sender of the Marketing Message; and
 - d. upon receipt of an Opt-Out request, the Customer will remove the recipient from the relevant marketing list as soon as practicable and in any case within 30 days.
 - e. The Customer acknowledges that Covetrus may request explicit confirmation of compliance with this clause from time to time.
- 4.4. The Customer agrees to comply with any reasonable instructions concerning access to and/or use of the SMS Service that Covetrus may give to it from time to time and agrees not to do anything that may jeopardise the security or integrity of any part of Covetrus’s or any of the Telecommunication Carrier’s systems or platforms.
- 4.5. The Customer accepts responsibility for all aspects of its account, including the actions of all persons in possession of the Customer’s username and password.
- 4.6. The Customer agrees that the SMS Service is to be used solely for the provision of general information to its customers and the provision of Restricted Content is specifically prohibited. The Customer acknowledges that the Company and /or the Telecommunication Carriers may audit the content of services from time to time and that a breach of this clause may result in a breach of the Customer’s obligations under this Agreement, or potentially the termination of this Agreement.
- 4.7. The Customer agrees not to use the SMS Services, connections, or facilities to:
 - a. transmit computer worms or viruses;
 - b. access, any other of the Company’s and/or Telecommunications Carrier’s computer systems or networks without the Company’s consent or disrupt or damage any of the Company’s or Telecommunications Carrier’s computer systems or network;
 - c. forge any messages; or
 - d. send any obscene, sexually explicit, abusive or defamatory;
 - e. material or material that violates or is contrary to any Commonwealth, State, Territory or local law or regulation or guidelines
 - f. Distribute any Restricted Content.
- 4.8. For the purposes of this Agreement, the term “Restricted Content” means content that: (a) is likely to be, having regard to the contemporary attitudes of New Zealand or Australian society,

offensive to reasonable adults; (b) is likely to be, having regard to the contemporary attitudes of New Zealand or Australian society, unsuitable for minors; (c) promotes, incites or instructs in matters of crime; (d) describes, incites or promotes unlawful sexual activity; (e) promotes or incites violence against any person or group, or incites racial hatred; (f) causes unnecessary alarm, distress or panic; (g) breaches a code of practice that applies to the Service; (h) is false, misleading or deceptive, or likely to mislead or deceive; (i) provides financial advice to any person; (j) is out of date, having regard to information generally available, subsequently published, or released, or made available; or (k) is for the purpose of providing any warning or notification about a serious risk to the safety of persons or property (for example, emergency services).

5. Calculation of Number of SMS

- 5.1. The SMS system allows a maximum message size of 160 characters. If a user sends a longer message, the system splits it to two or more separate SMS's that may be reassembled on delivery so that they appear to be a single message (or, on some handsets, may be delivered as a series of separate SMS). When a longer message is split in this way, the components are no more than 153 characters long, because seven characters are used to facilitate re-joining on delivery. As a result, a longer message will result in more than one SMS being transmitted, and charges apply accordingly, as described in this clause.
- 5.2. Charges for an SMS Service will be based on the number of SMS you send, calculated in accordance with the following rules: (a) If you include any Unicode characters and send via a Unicode supported service, content that contains no more than 70 characters counts as one SMS. In all other cases, content that contains no more than 160 characters counts as one SMS; (b) If you include any Unicode characters and send via a Unicode supported service, content that contains more than 70 characters counts as one SMS for each block of 67 characters or part thereof. In all other cases, content that contains more than 160 characters counts as one SMS for each block of 153 characters or part thereof; (c) A 'character' includes each individual letter, digit, punctuation and other symbol in the Content; (d) Each press of a 'spacebar' generates a separate character; (e) Some special symbols and non-English letters may comprise more than one character and you will be charged accordingly; (f) Where an SMS is sent to multiple End Users, each one is counted separately.

6. Information Security

- 6.1. The Customer accepts responsibility for all aspects of their Account, including the actions of all persons in possession of the Customer's username and password.
- 6.2. The Customer acknowledges that the internet is not an inherently secure system and undertakes responsibility for the protection of its information and data. The Customer will be responsible at all times for maintaining the security of its and its End User's data.
- 6.3. The Customer acknowledges that the internet may contain viruses (including other destructive programs), which may, if not eliminated, destroy parts or all of the data contained within its system and agrees to provide its own mechanism for checking its system for viruses.
- 6.4. The Customer agrees to comply with any instructions concerning access to and/or use of the SMS Service that Covetrus may give to it from time to time and agrees not to do anything that may jeopardise the security or integrity of any part of Covetrus's systems or platforms.

7. Disclaimer

- 7.1. The Customer acknowledges that Covetrus is in part reliant on Telecommunication Carriers and other third party suppliers and therefore Covetrus does not warrant that the SMS Service will be error-free or uninterrupted, or that transmission will be instantaneous.
- 7.2. The Customer accepts that Covetrus is reliant on Telecommunications Carriers and other third party suppliers (collectively referred to as "Telecommunication Providers") and the Customer will not hold Covetrus liable in any way whatsoever for Covetrus's inability to provide the SMS Service as a result of faults that are the responsibility of the Telecommunication Providers.
- 7.3. The Customer will be responsible at all times for maintaining the security of its and its customer's data, and Covetrus bears no liability for the loss or damage in part or whole, of such data, to the extent that such loss or damage has been caused or contributed to by the Customer or Covetrus.
- 7.4. The Customer acknowledges that there has been no reliance by it on Covetrus's skill or judgement or written or oral representations in deciding whether Covetrus's SMS Messaging Service is fit for a particular purpose or meets particular criteria.
- 7.5. The Customer acknowledges that the internet is not an inherently secure system and undertakes responsibility for the protection of its information and data. The Customer acknowledges that the internet may contain viruses (including other destructive programs), which may, if not eliminated, destroy parts or all of the data contained within its system, and that Covetrus has no control over these viruses and does not provide any filtering or checking of data to eliminate these viruses.

8. Confidentiality

- 8.1. The Customer agrees to Covetrus disclosing the existence of this Agreement for the purpose of its Telecommunications carriers marketing to current and future clients.
- 8.2. Subject to clause 7.1, each party undertakes that, in respect of information which is of a confidential nature that may be disclosed to each party, neither party will disclose such information to any third party without the other parties written consent.
- 8.3. Notwithstanding any other provision of this Agreement, Covetrus has the unconditional and irrevocable right to disclose the identity and address of the Customer and any Customer and any end user in the event of any complaint received from any regulatory or Government body or Telecommunications Carrier, in connection with the content made available by the Customer.

9. Indemnities

- 9.1. The Customer indemnifies Covetrus from all costs (including legal costs on a full indemnity basis), expenses, loss, liabilities, suits, actions, damages or claims arising or in any other way connected with the Customer's use of their Account or the SMS Service, or any other person using the Customer's username and password.
- 9.2. Further the Customer, explicitly and unconditionally indemnifies Covetrus from all acts and omissions of the Customer's end users.
- 9.3. Any indemnity in this Agreement is a continuing obligation, independent of other obligations under this Agreement and continues after this Agreement ends. It is not necessary for Covetrus to incur expense or make payment before enforcing a right of indemnity under this Agreement.