



MOBILE APP AGREEMENT

Version 5.2020

This Mobile App Agreement (“Agreement”) is between the customer, as defined in the Order Form, (“Customer”), and Veterinary Solutions Ltd (“Provider”). This Agreement will be effective as of the date the last signature on the Order Form (“Effective Date”). Provider and Customer agree as follows:

1. Definitions.

“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 Customer’s use of the App that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the App.

“App” means the software program(s) listed in the Order Form, including any Maintenance Releases of the same made available or otherwise issued to Customer by Provider during the term of the Agreement.

“App Materials” means the App and the Documentation.

“Customer Data” means all electronic data that is submitted, posted, stored or otherwise transmitted by or on behalf of Customer in the App. Customer Data does not include Excluded Information or Aggregated Statistics.

“Documentation” means Provider’s standard installation materials, training materials, specifications and other hard copy and/or online help documents made available by Provider in connection with the App.

“Equipment” means the items of hardware approved by Provider onto which the App to be loaded and used.

“Excluded Information” means credit or debit card numbers, social security numbers, protected health information as defined in HIPAA (45 C.F.R. § 160.103), and information relating to a customer or consumer of a financial institution under GLBA (15 U.S.C. §§ 6801–6809).

“Order Form” means the Order Form agreed to and signed by the parties.

“Intellectual Property Rights” means patent, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets), and any other intellectual property rights, including all applications (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

“Maintenance Release” means a release of the App that corrects faults, adds functionality, or otherwise amends or upgrades the App.

“Site(s)” means the address(es) for delivery of the App as set out in the Order Form.

2. App License.

- a) Provision of App. Provider will provide Customer with access to the App, as detailed in the Order Form, subject to this Agreement. Provider may modify the App periodically. Provider may contract with third parties to support the App, including data center hosting, remote backup and specialty data services, so long as they are subject to obligations of

confidentiality to Provider at least as strict as Provider’s to Customer. Provider shall remain responsible for the performance of its contractors.

- b) App Materials. In relation to the App Materials, Customer shall:

- i) Keep a complete and accurate record of the Customer’s copying and disclosure of the App Materials and its users, and produce such record to Provider upon request;
- ii) Notify Provider as soon as Customer becomes aware of any unauthorized use of the App Materials by any person; iii) Take all reasonable precautions consistent with generally accepted standards in the data processing industry to safeguard the confidentiality of the App Materials;
- iv) Reproduce on any copy of the App Materials, or any part thereof, whether in machine readable or human readable form, any copyright or other proprietary notices;
- v) Without prejudice to the foregoing, take all such other steps as shall from time to time be necessary to protect the confidential information and Intellectual Property Rights of Provider in the App Materials.

- c) If the Equipment becomes inoperable for any reason, Customer shall be entitled to use the App upon alternative equipment under Customer’s control as Provider may approve (such approval will not be unreasonably withheld or delayed), until such time as the Equipment once more becomes operable at which point Customer will promptly notify Provider.

- d) Customer shall not be entitled to replace the Equipment or permanently transfer the App Materials from the Equipment without the prior consent of Provider, which consent will not be unreasonably withheld or delayed.

- e) Limitations on Use. Customer may use the App solely for the purpose of processing Customer’s data and storing information related to Customer’s veterinary medical practice, for its own internal business purposes, subject to and in compliance with applicable law, and for no other purposes. Customer is responsible and liable for all uses of the App and Documentation resulting from access provided by or through Customer. Customer may only make as many backup copies of the App as is necessary for Customer’s lawful use. Customer will keep track of all copies as provided for in Section 2.b.i. Customer shall not remove or alter any copyright or other proprietary notice on any of the App Materials.

- f) Except as expressly stated in this Section 2, Customer will not: (i) modify, reproduce, adapt or translate any portion of the App or create derivative works based upon App; (ii) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the App or otherwise reduce the App to human-readable form; or (iii) access or use the App, or any part of the App, to build a competitive product, software or service. Notwithstanding the foregoing, Customer may reduce the App to human-readable form only as necessary for the purposes of integrating the operation of the App with the operation of other software or systems used by Customer. Before undertaking such reduction, Customer must request that Provider carry out such reduction or provide such information and shall pay Providers

reasonable costs in providing such information. Provider reserves all rights not expressly granted to Customer in this Agreement.

- g) Customer acknowledges that all Intellectual Property Rights in the App, any Maintenance Releases, and the Documentation belong and shall belong to Provider. Customer shall have no rights to the App, any

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Maintenance Releases, and the Documentation other than the right to use them in accordance with the terms of this Agreement.

- h) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized End User's access to the App if: (i) Provider reasonably determines that (A) there is a threat, attack, or security risk on or to the App; (B) Customer, or user, is using the App contrary to the terms of this Agreement; or (ii) in accordance with Section 3 (Fees and Payment Terms). Provider shall use commercially reasonable efforts to provide written notice of any such suspension to Customer. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of an App Suspension.

3. Fees and Payment Terms.

- a) Fees. Customer shall pay the fees as specified in each Order Form and SOW. Unless otherwise specified in the Order Form, all amounts are in British pounds (GBP).
- b) Invoicing & 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 Customer does not pay any amount (not disputed in good faith) when due, Provider may charge interest on the unpaid amount at the rate of 1.5% per month (or if less, the maximum rate allowed by law). Provider may, 30 days after written notice of such non-payment, suspend the App until such payment is received, but Customer will remain obligated to make all payments due under this Agreement. Customer agrees to pay Provider's expenses, including reasonable attorneys and collection fees, incurred in collecting amounts not subject to a good faith dispute.
- 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 Provider's net income). Customer agrees to pay any and all such taxes that it is obligated by law to pay. Customer will pay Provider's invoices for such taxes whenever Provider is required to collect such taxes from Customer.

4. Delivery.

- a) Unless dates are specified in the Order Form, delivery of the App Materials shall be within a reasonable time following the Effective Date. Time is not of the essence as to the delivery of the App Materials and Provider shall not in any circumstances be liable for any delay in delivery.
- b) Customer shall be responsible for preparing the Site(s) for the delivery of the App and for any fees and costs associated with such preparation.

5. Term and Termination.

- a) This Agreement will continue in effect for the Term of all Order Forms hereunder. Each Order Form will commence upon its effective date as set forth in the applicable Order Form and continue for the term set forth therein. Provider may increase pricing once each year during the Term by at least ninety (90) days written notice.

- b) Termination Rights. In addition to any other express termination right set forth in this Agreement:

- i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 20 days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2 or Section 6;
- ii) Provider may terminate this Agreement immediately by given written notice to Customer if Customer disputes the ownership or validity of Provider's Intellectual Property Rights;

- iii) 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

- iv) 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 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 assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, 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

- v) either Party may terminate this Agreement, or any Order Form, effective ninety (90) days after written notice to the other Party, for convenience.

- c) Termination Effects. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the App and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the App and certify in writing to the Provider that the App has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all fees that may have become due before such expiration or termination, or entitle Customer to any refund.

Confidentiality.

- a) From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary

information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**").

- b) Confidential Information does not include Excluded Information, and information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a nonconfidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Customer shall ensure its employees who will receive, or who may be exposed to, Confidential information are bound by a confidentiality agreement at least as restrictive as the provisions contained in this Section 6.
 - c) In the event that Customer requires assistance of any third-party, other than Customer's employees, Customer must get Provider's permission prior to disclosing any Confidential Information and said third-party must be bound by a confidentiality agreement at least as restrictive as the provisions contained in this Section 6.
 - d) Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings.
 - e) On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
- 7. Customer Data.** Customer retains all rights to its Customer Data. Customer is the owner and data controller for its Customer Data. Customer is responsible for the accuracy and integrity of its Customer Data, for obtaining all legally-required consents for, and complying with all data protection laws applicable to, the use of Customer Data in the App, for examining and confirming results before using them, and for adopting procedures for identifying and preventing errors in the Customer Data. Each party will use diligence in the protection of Customer Data and in preventing any unauthorized person or entity from gaining access thereto. Provider shall have the right to use and display the Customer Data: (i) in order to provide and improve the App; (ii) to comply with legal, regulatory and manufacturer requirements; and (iii) as otherwise may be permitted by Provider's privacy policy, located at: www.covetrus.com. Where Customer's use of the App includes the processing of personal data (as described in the EU Data Protection Directive 95/46/EC and the EU General Data Protection Regulation 2016/679) within the European Economic Area (EEA), the terms of the standard Covetrus data processing addendum shall apply to such processing, and are hereby incorporated by reference. For the purposes

of the standard contractual clauses in the data processing addendum, Customer is the data exporter, and each party's signature of this Agreement shall be treated as its signature of the standard contractual clauses and appendices.

- 8. Third Parties.** The App may include functionality provided by thirdparty specialty data processors on a Software as a Service (SaaS) basis from their own data centers. Customer consents to Provider's use of these third parties and to their processing Customer Data. Provider may from time to time make third-party products available to Customer. 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 Schedule. If Customer does not agree to abide by the applicable terms for any such thirdparty products, then Customer shall not install or use such third-party products.
- 9. Security.** Without limiting Customer's responsibilities under Section 7 or Section 11, Provider will maintain and enforce commercially reasonable physical and logical security methods and procedures designed to protect Customer Data in the App and to secure and defend the App against "hackers" and others who may seek to access the App without authorization. Provider will test its systems for potential security vulnerabilities at least annually. Provider will use commercially reasonable efforts to remedy any breach of security or unauthorized access. Provider reserves the right to suspend access to the Provider system in the event of a suspected or actual security breach. Notwithstanding any other provision, this section sets forth Provider's entire obligation to protect Customer Data in the App. Customer will maintain and enforce commercially reasonable security methods and procedures to prevent misuse of the log-in information of its users. Provider shall not be liable for any damages incurred by Customer or any third party in connection with any unauthorized access resulting from the actions of Customer or its representatives.
- 10. Aggregated Statistics.** Provider monitors use of the App by all customers and uses de-identified data about such use, in aggregated and anonymous form, including to compile and analyze statistical and performance information about the App and its use, and such information is not Customer Data. Provider may publish such aggregated and anonymous information so long as it does not contain any Customer Data or identify Customer or any individual.
- 11. Excluded Information.** Customer's use of the App does not require the entry or collection of Excluded Information. Customer agrees not to use the App to collect or manage Excluded Information. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PROVIDER DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM CUSTOMER'S USE OF THE APP TO COLLECT OR MANAGE EXCLUDED INFORMATION.
- 12. Warranties.**
- a) Authority. Each party warrants and represents that it has all requisite legal authority to enter into 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) Documentation. Provider warrants and represents the App will materially conform to the specifications as set forth in the applicable Documentation. At no additional cost to Customer, and as Customer's sole and exclusive remedy for nonconformity of the App with this limited warranty, Provider will use commercially reasonable efforts to correct any such nonconformity, provided Customer promptly notifies Provider in writing outlining the specific details upon discovery. This

limited warranty shall be void if the failure of the App to conform is caused by (i) the use or operation of the App with an application or in an environment other than as set forth in the Documentation, or (ii) modifications to the App that were not made by Provider or Provider's authorized representatives.

- c) Neither party will introduce any virus, or other harmful or malicious code designed to disrupt the use of the App.
- d) Customer will not use the App in a manner that could reasonably be expected to interfere with or disrupt the integrity, security or performance of the App, including, without limitation, the integrity or security of any data contained therein.
- e) Third Party Warranties. Provider may procure from time to time from third parties certain equipment, hardware, software or third-party support contracts. Customer acknowledges that Provider is not the manufacturer of such items. To the fullest extent permitted by law, Provider makes no warranties in relation to such items other than those manufacturers' or licensors' warranties (if any) which Provider is able to pass through for Customer's benefit.
- f) **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE APP IS PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. EXCEPT AS STATED IN THIS SECTION, PROVIDER DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE APP WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PROVIDER IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT.

13. Indemnification by Provider. Provider shall indemnify, defend and hold Customer harmless from and against all losses (including reasonable attorney fees) arising out of any third party suit or claim alleging that Customer's authorized use of the App infringes any valid U.S. or European Union patent or trademark, trade secret or other proprietary right of such third party ("Third Party Intellectual Property Right"). Customer shall: (i) give Provider prompt written notice of such suit or claim, (ii) grant Provider sole control of the defense or settlement of such suit or claim and (iii) reasonably cooperate with Provider, at Provider's expense, in its defense or settlement of the suit or claim. To the extent that Provider is prejudiced by Customer's failure to comply with the foregoing requirements, Provider shall not be liable hereunder. Provider may, at its option and expense, (i) replace the App with a compatible non-infringing App, (ii) modify the App so that it is non-infringing, (iii) procure the right for Customer to continue using the App, or (iv) if the foregoing options are not reasonably available, terminate the applicable Order Form and refund Customer all prepaid fees for App applicable to the remainder of the term of such Order Form. Any pre-paid license fees for the App will be amortized over the shorter of the license term or three (3) years. Provider shall have no obligation to Customer with respect to any infringement claim against Customer if such claim existed prior to the effective date of the relevant Order Form or such claim is based upon (w) Customer's use of the App in a manner not expressly authorized by this Agreement, (x) the combination, operation, or use of the App with third party material that was not provided by Provider, if Customer's liability would have been avoided in the absence of such combination, use, or operation, or (y) modifications to the App other than as authorized in writing by Provider; or (z) Customer Data. THIS SECTION SETS FORTH PROVIDER'S ENTIRE OBLIGATION TO CUSTOMER WITH RESPECT TO ANY CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS SECTION.

14. Indemnification by Customer. Customer shall indemnify, defend and hold Provider harmless from and against all losses (including reasonable attorney fees) (i) arising out of any third party suit or claim alleging that Customer's use of the App hereunder has harmed such third party claimant, or Customer Data infringes any third party's Intellectual Property Right; or (ii) arising directly or indirectly as a result of Customer's breach of Section 2 of this Agreement. Provider shall: (i) give Customer prompt written notice of such suit or claim, (ii) grant Customer sole control of the defense or settlement of such suit or claim and (iii) reasonably cooperate with Customer, at Customer's expense, in its defense or settlement of the suit or claim. To the extent that Customer is prejudiced by Provider's failure to comply with the foregoing requirements, Customer shall not be liable hereunder.

15. LIMITATION OF LIABILITIES. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF A PARTY, ITS SERVICE PROVIDERS, LICENSORS, CONTRACTORS OR SUPPLIERS ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO PROVIDER FOR THE RELEVANT APP WITHIN THE PRECEDING TWELVE (12) MONTHS. IN NO EVENT SHALL EITHER PARTY OR THEIR SERVICE PROVIDERS, LICENSORS CONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR COVER OR LOSS OF USE, DATA, REVENUE OR PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

16. 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; or sent via email and addressed to the party to be notified at their address set forth below. In the case of Provider, a copy of all notices shall be sent to the following: 7 Custom House Street, Portland, Maine, 04101, Attention: General Counsel or 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 United States mail, postage prepaid to the address set forth below the signature lines of this Agreement, or to such other address as each party may designate in writing.
- c) **Force Majeure.** Either party shall be excused from performance of its 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; Entire Agreement; Precedence. This Agreement may be amended by Provider from time to time. Provider will make the most recent version of this Agreement available to Customer via Provider's website. This Agreement, including the Order Form and any other documents attached hereto or incorporated herein by reference, constitutes the complete and exclusive statement of the parties' agreement 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 and other than as expressly set out in this agreement as a warranty, in writing or not and made by or to any person. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud. No right or cause of action for any third party is created by this Agreement or any transaction under it.
- e) 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.
- f) Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other, which shall not be unreasonably withheld. However, 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 stock, assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement, provided that Customer shall not assign this Agreement to a direct competitor of Provider. Any assignment or attempted assignment in breach of this Section shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.
- g) Governing Law and Venue. This Agreement will be interpreted and construed in accordance with the laws of England and Wales, without regard to conflict of law principles, and both parties hereby consent to the exclusive jurisdiction and venue of courts in London in all disputes arising out of or relating to this Agreement.
- h) 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.
- i) Headings and Language; Severability. The headings of sections included in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. 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.
- j) Export Regulation. The App utilizes software and technology that may be subject to UK export control laws, including the Export Control Act 2002, the Export Control Order 2008, and the EU Dual-Use Regulation (Council Regulation 428/2009). Customer shall not, directly or indirectly, export, re-export, or release the App or the underlying software or technology to, or make the App 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. Customer shall comply with all applicable federal 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 App or the underlying software or technology available outside the UK.
- k) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6, 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 seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other 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.
- l) Third Party Rights.
- i) Provider and its Affiliates and both their employees, subcontractors, and suppliers, may enforce the terms of this Agreement and the Contracts (Rights of Third Parties) Act 1999.
 - ii) It is agreed that it is intended to confer a benefit on Provider and its Affiliates and both their employees, 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 Affiliates, employees, subcontractors, and suppliers under this Agreement shall only be enforceable by Provider on their behalf. Provider will have no duty to them to enforce such rights and it may conduct or compromise any relevant proceedings as it sees fit.
 - iii) For the avoidance of doubt, Covetrus, Inc. (the "Parent"), any subsidiaries of Provider, and any subsidiaries of the Parent, may at the direction of Provider or the Parent, exercise any of the rights or assume any of the duties of Provider hereunder, provided that Provider shall be responsible for the performance of, and the adherence to this Agreement by the Parent, and subsidiaries of Provider and any subsidiaries of the Parent, as relevant.
 - iv) Except as provided in subsections (i), (ii), and (iii), 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 the Act.
 - v) The rights of the parties to terminate, rescind, or agree to 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.

- 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. To the fullest extent permitted by law, the provisions of the Uniform Computer Information Transaction Act (UCITA), the United Nations Convention on Contracts for the International Sale of Goods, and any substantially similar legislation as may be enacted, shall not apply to this Agreement.
- n) **Actions Permitted.** Except for actions for 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.** Telemedicine. Customer understands and agrees that its use of telemedicine products and services shall be in accordance with all applicable laws, rules, and regulations. Telemedicine products and services provided via Zoom are subject to the terms and conditions set forth at zoom.us/terms and/or applicable country level Zoom terms and conditions.