

**Covetrus Software Services Rapport™ Agreement
V8.2019**

This Rapport™ Subscription Service Agreement (this “Agreement”) sets forth the terms on which Covetrus Software Services Pty Ltd (Covetrus) (“Service Provider”) agrees to provide Customer with the Rapport™ Subscription Service (the “Service”), as described below. Please read this Agreement carefully. By placing an order for or receiving the Service from Service Provider, Customer agrees to be legally bound by the provisions of this Agreement.

Definitions.

“**Customer**” means the veterinary practice or other customer that purchases the Service from Service Provider. Where the Service is purchased for use by an organisation, “Customer” refers to the organisation jointly and severally with the individual placing the order for the Service on the organisation’s behalf.

“**Postage Services**” means the service facilitated by Service Provider which enables the Customer to send letters directly from Rapport™ through third party Mailing Carriers.

“**Rapport™ Website**” means any pre-designed, customisable Rapport™ Website template licensed by Service Provider to Customer on a non-exclusive basis as part of a Service.

“**Service**” means the provision of the SMS Service and Postage Services to the Customer through the **VisionVPM** Practice Management Software in partnership with Service Provider’s network of Telecommunication Service Providers (“Telecommunication Carriers”) and Mailing Service Providers (“Mailing Carriers”), and any of the Rapport™ web packages that are available by Service Provider that combine the Rapport™ Website, the Website Content Manager Services, and/ or the Web Hosting Service, together with any and all customisation, set-up, support, and other professional services provided by Service Provider in connection therewith.

“**SMS Service**” means the service facilitated by Service Provider which enables the Customer to send and receive Standard Rate Messages through third party Telecommunication Carriers.

“**Web Hosting Service**” means the web hosting services provided by Service Provider for a Rapport™ Website and/or Customer’s independently created website.

“**Website Content Manager Service**” means the Rapport™ proprietary suite of online tools that allow Customer to access certain administrative features, add/modify certain content, include/exclude web site sections, upload images, and make other changes to its website.

1. Service

1.1. Subject to the provisions of this Agreement, Service Provider shall provide Customer with the Service ordered by Customer and agreed to by Service Provider, and Customer agrees to use the Service in accordance with this Agreement.

1.2. Customer may use a licensed Rapport™ Website or Customer’s existing web site (as specified in the order) with the Service package purchased by Customer, in accordance with the provisions of this Agreement and all applicable Rapport™ service policies. Access to and use of administrative portions of the Service (including the Website Content Manager Service) is strictly limited to Customer staff. Customer may provide access to the user-directed, non-administrative functionality of the Service, as incorporated into Customer’s licensed Rapport™ Website or Customer’s existing website, solely to Customer’s designated staff, pet owner clients, and/or prospective pet owner clients.

1.3. Use of the Service allows the Customer to send email, letters, and/or text messages for the purpose of client communication, service reminders, and/or appointment reminders. Service Provider makes the Service available to the Customer during the period the Customer maintains a paid subscription to the Service. The Customer must be a current licensed user of Service Provider’s software, for the Service where software is required for provision access.

1.4. This Agreement constitutes the entire and only agreement between Service Provider and the Customer (including Customer’s designated users) with respect to the Service and supersedes all other communications and agreements with regard to the subject matter hereof. Upon notice published over the Service, Service Provider may modify this Agreement, or the prices, and may discontinue or revise any or all other aspects of the Service at its sole discretion and without advance notice. Unless otherwise agreed, the Customer’s right to use the Service or to designate users is not transferable and is subject to any limits established by Service Provider.

1.5. For the purposes of this Agreement the terms “Telecommunication Carriers” and “Mailing Carriers” are collectively referred to as “Carriers.”

2. Set-Up and Ongoing Support

2.1. Service Provider shall provide the initial set-up and ongoing support services identified in the initial order for the Service, or otherwise purchased by Customer and agreed to by Service Provider from time to time.

2.2. Customer shall work with Service Provider and provide assistance (including but not limited to providing remote access and information regarding Customer’s computer system and practice management software) to allow Service Provider to provide the Service.

3. Pricing & Invoicing

3.1. Charges for all Services will be detailed in an Order Form. Unless otherwise indicated in an order Form, all charged will be in New Zealand dollars or Australian dollars, depending on Customer’s location.

3.2. Charges for all Services will be invoiced by Service Provider to the Customer on a monthly basis on or around the 5th day of each month. Invoices are due and payable by Direct Debit 10 days from the date of issue. The charges billed will include the current month subscription and any SMS and postage charges from prior month(s).

3.3. Service Provider reserves the right to adjust the pricing with 30 days’ notice.

3.4. All pricing is GST exclusive.

3.5. Customer shall maintain a current direct debit authorisation for Service Provider to debit Customer’s bank account for the amounts due under this Agreement. Customer represents that the account information, physical address, email address, and other information provided by Customer is true and accurate in all respects, and agrees to promptly update such information if it is or becomes incorrect or outdated.

3.6. Service Provider reserves the right to charge interest on any overdue amounts at the rate of one and one half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower, accruing from the due date until the date paid. In addition, in the event any amount owed by Customer under this Agreement requires collection efforts, Customer agrees to reimburse Service Provider for all costs of collection, including legal fees (on a solicitor and own client basis).

4. Term & Termination

4.1. This Agreement commences on the date this Agreement is executed and will continue unless otherwise terminated in accordance with this clause.

4.2. Each of the Customer and Service Provider may terminate this Agreement on provision of thirty (30) days’ written notice. Service Provider may terminate this Agreement with immediate effect if the Customer breaches a material provision of this Agreement.

4.3. In addition, Service Provider may terminate and/or suspend the Service immediately, without any right of refund, and with or without notice to Customer:

(i) to preserve the safety or security of Service Provider’s facilities, systems, network, or data;

(ii) in the event of non-payment by Customer; or

(iii) in the event of Customer’s or any of its designated users’ misuse of the Service or other material breach of this Agreement.

5. Effects of Termination

5.1. On termination of this Agreement for any reason:

(i) Customer and its designated users shall cease all access to and use of (and Service Provider may disable access to) the Service, including but not limited to the licensed Rapport™ Website;

(ii) Customer shall pay all fees and charges due and owing to Service Provider; and

(iii) Customer’s access to any of the Customer’s data submitted and/or utilised by the Service may be permanently terminated, and Customer’s data stored by the Service may be erased or permanently deleted.

5.2. In the event the Customer terminates this Agreement, Service Provider will not provide a refund for any unused portion of the Service paid in advance by the Customer. In the event that Service Provider terminates this

Agreement (other than pursuant to clause 4.3), Service Provider will provide a refund for any unused portion of the Service paid in advance by the Customer.

5.3. Clauses 4, 5, and 14 through 19 of this Agreement, and any other provisions which by their nature are intended to survive, shall survive the expiration or termination of this Agreement for any reason, and shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

6. Content of Communication

6.1. The Customer agrees not to use the Service to transmit any information or material that violates any law, or transmit any material that is in contravention of any privacy or copyright rules or any other proprietary interest.

6.2. The Customer agrees not to use or seek to use the 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 Carriers and Service Provider may audit the content of the Service from time to time and that a breach of this clause 6.2 may result in termination of the Customer's account and this Agreement.

6.3. In accordance with anti-SPAM legislation, guidelines and codes of practice, the Customer agrees not to use the 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.

The Customer acknowledges that Service Provider may request explicit confirmation of compliance with this clause from time to time.

6.4. The Customer agrees to comply with any reasonable instructions concerning access to and/or use of the Service that Service Provider 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 Service Provider's or any of the Carriers systems or platforms.

6.5. 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.

6.6. The Customer agrees that the 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 Service Provider and /or the Carriers may audit the content of the Service 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.

6.7. The Customer agrees not to use the Service, connections, or facilities to:

- a. infringe, misappropriate, or violate the copyrights, trade marks, or other intellectual property or proprietary rights, rights of privacy or publicity, or other rights of any third party, or violate any contractual, fiduciary or other duty or obligation;
- b. transmit or facilitate the transmission of viruses, adware, spyware, Trojan horses, intentionally corrupted data, or other malicious code;
- c. access, any other of the Service Provider's and/or Telecommunications Carriers computer systems or networks without the Service Provider's consent or disrupt or damage any of the Service Provider's or Carriers computer systems or network;
- d. forge any messages;
- e. send any obscene, sexually explicit, abusive or defamatory material or material that violates or is contrary to any law or regulation or guidelines; or
- f. distribute any Restricted Content.

6.8. 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) promotes discrimination based on race, ethnicity, religion, gender, sexual orientation, age or marital status; (g) causes unnecessary alarm, distress or panic; (h) breaches a code of practice that applies to the Service; (i) is false, misleading or deceptive, or likely to mislead or deceive; (j) provides financial advice to any person; (k) is out of date, having regard to information generally available, subsequently published, or released, or made available; or (l) 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).

7. Service availability

7.1. The Service is normally available to the Customer when it is within the operating range of Service Provider's system but may be available outside of that area by other prearranged conditions or agreements. The ability to complete the Service is subject to transmission limitation, reduction in transmission speed, or interruption caused by weather, the Customer's equipment, terrain, obstructions such as trees or buildings, or other conditions. The Service may be limited in some areas where high speed connectivity is not available or may be temporarily limited or interrupted due to system capacity limitations, system repairs or modifications, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses. Interruption may also result from nonpayment of charges by the Customer. Service Provider may cease the Service if, in its sole discretion, it is experiencing excessive billing, collection, fraud problems or other misuse of its system.

8. In Account Access and Unauthorized Use

8.1. Any person able to provide information Service Provider deems sufficient to identify the Customer and the Customer's account is authorised by the Customer to receive information about and make changes to that account, including adding any new Service.

9. Information Security

9.1. 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.

9.2. No bailment or similar obligation is created between the Customer (and/or the Customer's designated users) and Service Provider with respect to the Service provided to the Customer. The Customer is solely responsible for selecting, changing and maintaining the confidentiality of passwords, including restricting the use of the password by the Customer's designated users. The Customer shall be responsible for all use of the Service accessed through the Customer's password, and all activity that occurs under Customer's and its designated users' accounts. Service Provider shall not have any responsibility or obligation to the Customer, or the Customer's designated users, or other users of the Service to monitor, supervise or oversee the contents of files submitted and (or) utilised on the Service.

9.3. 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, and for backing up and verifying all Customer data (Service Provider may back-up data as well, but assumes no obligation to archive such copies, or to make them available to Customer).

9.4. 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.

9.5. The Customer agrees to comply with any instructions concerning access to and/or use of the Service that Service Provider 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 Service Provider's systems or platforms.

9.6. Service Provider may make copies of all files submitted and (or) utilised in connection with some of the Service. Service Provider is not obligated to archive such copies and will utilise them only for backup purposes. They will not be accessible to the Customer.

9.7. The Customer is responsible for and must provide and maintain, at its own cost, all connection and other equipment and services necessary to use the Service. The Customer should maintain a primary electronic file of all materials. The Customer will be responsible for working with Service Provider to insure the installation of the "Rapport" application and that Service Provider is able to receive the clinical data. The Customer must maintain all

appropriate hardware, software and connection requirements for the Service to operate. Failure to deliver any service for reasons of hardware, software or connection requirements will not be the responsibility of Service Provider.

10. Customer Responsibilities

10.1. Customer is solely responsible for the following:

- (i) assigning qualified personnel to manage its responsibilities and coordinate with Service Provider regarding the Service;
- (ii) providing all information, documentation, cooperation and assistance reasonably requested by Service Provider; and
- (iii) adopting reasonable measures to ensure the safety, security, accuracy and integrity of its facilities, systems, networks and data. Service Provider shall have no responsibility or liability arising out of or resulting in whole or in part from Customer's failure or delay to provide any resources or perform any responsibilities, or for acts or omissions of third parties, telecommunications failures, force majeure, or other events beyond Service Provider's reasonable control.

11. Proprietary Rights.

11.1. Service Provider shall retain exclusive right, title and interest in and to the Service, including but not limited to the licensed Rapport™ Website, the Website Content Manager Service, the Web Hosting Service, all graphic designs, style templates, icons, HTML code, programming, content, and other information and materials incorporated therein, and all copyrights, patents, trade secrets, and other intellectual property and proprietary rights embodied therein, even if Customer requests, pays for, or provides any blueprints, designs, drawings, specifications, or other suggestions or feedback in connection therewith; provided, however, Customer shall retain ownership of its pre-existing Website, logo and similar materials provided by Customer for display on Customer's website. During the term of the applicable order only, Service Provider grants Customer a non-exclusive, non-transferable, limited licence to access and use the Service solely for its intended purpose, and in accordance with the provisions of this Agreement. Customer shall not sublicense, reverse engineer, prepare any derivative works of, or otherwise attempt to derive the source code or operating logic for the Service, or any portion thereof. All rights and licences not expressly granted to Customer under this Agreement are reserved by Service Provider and its suppliers. To the extent any trade names, trade marks, or other proprietary marks of third parties are incorporated into any component of the Service, Customer agrees that such third party marks are the intellectual property of such third parties.

12. Customer Records

12.1. Customer shall retain ownership of, and shall be solely responsible for, Customer's electronic records and data regarding Customer's clients and their pets ("Customer Records").

12.2. Customer hereby authorises Service Provider to access and use such Customer Records as necessary for purposes of providing the Service, as well as for internal purposes including but not limited to marketing, promotional, customer support, administration and user feedback purposes.

12.3. Service Provider shall not sell, rent or transfer to third parties any Customer Records containing personally identifiable information. However, Service Provider may:

- (i) share Customer Records with Service Provider affiliates and service providers for purposes of providing the Service;
- (ii) disclose Customer Records in accordance with Customer's instructions, to fulfil legal or regulatory requirements, and/or if Service Provider believes, in good faith, that such disclosure is required or necessary to protect others' rights or to prevent harm; and
- (iii) collect, use and disclose to third parties statistics and other information included in the Customer Records on an aggregate or non-personally identifiable basis.

12.4. Service Provider does not sell e-mail addresses, telephone or facsimile numbers or other personally identifiable information to other companies. Service Provider will not sell or provide to a third party any clinic or client specific data, including financially identifiable information, which would allow individual clinics or natural persons to be identified.

12.5. Customer is, at all times during the term of this Agreement and thereafter, solely responsible for obtaining and maintaining or verifying that Customer or its organisation has obtained and is maintaining all consents and all other legally necessary consents or permissions required or advisable to use the Service, including without limitation those consents necessary to disclose, process, retrieve, transmit, and view personally identifiable information Customer transmits and stores in connection with the Service.

12.6. Customer agrees that Service Provider, its licensors, and all other persons or entities involved in the operation of the Service provided

through the site, have the right to collect, monitor, retrieve, store, retain, dispose of and use personally identifiable information in connection with the operation of the Service, and are acting on Customer's behalf in transmitting personally identifiable information.

12.7. Customer understands and acknowledges that the Service and the personally identifiable information will be stored and processed in Australia by a third party service provider.

12.8. Customer has a right to access and correct any Customer Records in accordance with applicable privacy laws, including the Privacy Act 1993 (New Zealand) or the Privacy Act 1988 (Australia). If Customer want to access or correct such Customer Records, Customer should contact Service Provider's Privacy Officer (by calling +64 7 927 5760 or +1800 150 264) and he/she will tell Customer how to make a request and if any charges will apply.

13. Customer Responsible for Website

13.1. Customer is solely responsible, and represents and warrants that it has full right, power and authority, and all necessary third party licences and authorisations, for:

- (i) all activities taking place on or through Customer's licensed Rapport™ Website and/or its independently developed website, including without limitation all products and services advertised, marketed and/or offered for sale thereon;
- (ii) all veterinary medical information and advice provided to pet owner clients or visitors to Customer's website; Customer further acknowledges that Service Provider is not a veterinarian and does not provide medical advice;
- (iii) ensuring that any and all domain names, email addresses, logos, and/or other marks used in connection with Customer's website, as well as all content, graphics, programming, blueprints, designs, drawings, specifications, and other information and materials provided by Customer for use in connection therewith, do not violate the copyrights, patents, trade marks, or other intellectual property rights, rights of privacy or publicity, or other rights of any third party;
- (iv) complying with all applicable laws pertaining to Customer's website, including without limitation all applicable privacy, information security, and unsolicited communications laws and regulations; and
- (v) ensuring that Customer's designated users (including pet owners) comply with the limitations and restrictions on use of the Service set forth in this Agreement. Customer agrees to indemnify, defend and hold Service Provider, its shareholders, directors, officers, employees, agents, affiliates, and suppliers harmless from and against any and all claims, demands, suits, damages, losses, liabilities, costs and expenses (including without limitation attorneys' fees, court costs and costs of investigation) arising out of or resulting in whole or in part from Customer's or any of Customer's designated users' use or misuse of the Service, and/or Customer's or any of Customer's designated users' negligence, misconduct, breach of this Agreement, or violation of any applicable laws or regulations.

14. Confidentiality

14.1. The Customer agrees to Service Provider disclosing the existence of this Agreement for the purpose of its Providers marketing to current and future clients.

14.2. Subject to clause 14.1, each party undertakes that, in respect of information of the other party which is of a confidential nature that may be disclosed to that party, that party will not disclose such information to any third party without the other party's written consent.

14.3. Notwithstanding any other provision of this Agreement, Service Provider has the unconditional and irrevocable right to disclose the identity and address of the Customer and any end user in the event of any complaint received from any regulatory or Government body or Carrier, in connection with the content made available by the Customer.

15. Indemnities

15.1. The Customer indemnifies Service Provider from and against any and all costs (including legal costs on a full indemnity basis), expenses, losses, liabilities, suits, actions, damages or claims arising or in any other way connected with the Customer's use of its account or the Service, or any other person using the Customer's username and password, including (without limitation) any and all acts or omissions of the Customer's end users.

15.2. 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 Service Provider to incur expense or make payment before enforcing a right of indemnity under this Agreement.

16. Disclaimer

16.1. Customer expressly acknowledges and agrees that the Service is provided on an “as is” and “as available” basis, without any warranties of any kind, express or implied, and all access to and use of the Service is at Customer’s and its designated users’ sole risk. Without limiting the foregoing, Service Provider and its suppliers hereby disclaim any and all implied warranties of merchantability, fitness for a particular purpose, non-infringement, title and quiet enjoyment (other than those warranties which are implied by and incapable of exclusion, restriction, or modification under the laws applicable to this Agreement). Customer acknowledges that Service Provider is in part reliant on Carriers and other third party suppliers and therefore Service Provider does not warrant that the Service will be uninterrupted or error-free, achieve any particular results, or meet Customer’s particular business or technical requirements or that transmission will be instantaneous. No bailment or similar obligation is created between Customer (and/or Customer’s designated users) and Service Provider with respect to the Service. Any timelines or completion dates for Service provided by Service Provider are estimates only, even if not expressly stated, and are subject to change. Service Provider shall not have any responsibility or obligation to Customer, Customer’s designated users, or other users of the Service to monitor, supervise or oversee the contents of files stored on the Service.

16.2. Customer accepts that Service Provider is reliant on Carriers and other third party suppliers (collectively referred to as “Providers”) and Customer will not hold Service Provider liable in any way whatsoever for Service Provider’s inability to provide the Service as a result of faults that are the responsibility of the Providers.

16.3. Customer acknowledges that there has been no reliance by it on Service Provider’s skill or judgement or written or oral representations in deciding whether any Service is fit for a particular purpose or meets particular criteria.

17. Limitations on Liability.

17.1. In no event shall Service Provider or its suppliers be liable for any indirect, incidental, exemplary, punitive, special, consequential or similar damages arising out of or related to this Agreement, the Service, or the receipt or use thereof, including lost business or profits, loss of data, business interruption, or downtime. The total cumulative liability of Service Provider and its suppliers arising out of and related to this Agreement, the Service, and the receipt and use thereof shall not, regardless of the number of incidents or causes giving rise to any such liability, exceed the total fees paid by Customer to Service Provider for the Service in the six (6) months prior to the accrual of the first such claim. The limitations on liability in this section shall apply to the maximum extent permitted by applicable law, regardless of the cause of action or basis of liability (whether in contract, tort, indemnity, or otherwise), and even if advised of the possibility of such damages. These limitations on liability are an essential part of this Agreement, and shall be valid and binding even if any remedy is deemed to fail of its essential purpose.

18. Business Purposes

18.1. Customer acknowledges that the supply of the Service under this Agreement is a supply for business purposes, and that accordingly the provisions of the Consumer Guarantees Act 1993 will not apply to any supply made pursuant to this Agreement.

19. Miscellaneous

19.1. **Governing Law.** If Customer is located in New Zealand, this Agreement shall be governed and interpreted for all purposes by the laws of New Zealand, without reference to any conflict of laws principles that would require the application of the laws of a different jurisdiction. If Customer is located in Australia, this Agreement shall be governed and interpreted for all purposes by the laws of New South Wales, without reference to any conflict of laws principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (as enacted in any jurisdiction) do not and shall not apply to this Agreement, and are hereby specifically excluded.

19.2. **Jurisdiction; Venue.** For customer’s located in New Zealand, any dispute, action or proceeding arising out of or related to this Agreement may be commenced in the courts of New Zealand. For customer’s located in

Australia, any dispute, action or proceeding arising out of or related to this Agreement may be commenced in the courts of New South Wales. Each party irrevocably submits to the personal jurisdiction and venue of such courts and waives any objections thereto, including any objection based on forum non conveniens. Customer further agrees that these courts shall have exclusive jurisdiction and venue over any lawsuit initiated by Customer against Service Provider.

19.3. **Notices.** All notices under this Agreement shall be in writing. Notices to Customer may be posted by Service Provider on the Service, or delivered by electronic mail or postage prepaid mail to the most current address on file. Notices to Service Provider shall be delivered by postage prepaid mail to Service Provider’s then-current company headquarters address, to the attention of the General Manager.

19.4. **Assignments.** Customer may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Service Provider. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and without effect. Service Provider may freely assign and delegate its obligations under this Agreement, including to its affiliates, service providers, and/or to any successor in interest in connection with its merger, acquisition, corporate reorganisation, or sale or transfer of all or substantially all of its business or assets to which this Agreement relates.

19.5. **Relationship; Third Party Beneficiaries.** The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create any agency, employment, partnership, fiduciary or joint venture relationship between the parties. Under no circumstances shall any pet owner or any designated user of or visitor to Customer’s website be deemed a third party beneficiary of this Agreement.

19.6. **Equitable Relief.** Customer recognises that any actual or threatened breach of the licensing, usage, confidentiality, proprietary rights or other restrictions under this Agreement would cause irreparable harm to Service Provider, the extent of which would be difficult and impracticable to assess, and that monetary damages would not be an adequate remedy for such breach. Accordingly, in addition to all other remedies available under the circumstances, Service Provider shall be entitled to seek immediate equitable and other provisional relief in any court of competent jurisdiction.

19.7. **Amendment; Waiver.** From time to time, Service Provider may post or otherwise make available amendments to this Agreement. Customer’s continued use of the Service shall constitute its acceptance of such amended terms. Any other amendments to this Agreement must be in a written instrument executed by a duly authorised representative of Service Provider. No rights shall be waived by any act, omission or knowledge of a party, except by an instrument in writing expressly waiving such rights and signed by a duly authorised representative of the waiving party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.

Severability; Construction. If any provision of this Agreement is determined to be unenforceable under applicable law, such provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, or severed from this Agreement if such amendment is not possible, and the remaining provisions of this Agreement shall continue in full force and effect. The headings in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The term “including” as used herein means “including without limitation.” The terms “herein”, “hereunder”, “hereto”, “hereof”, and similar variations refer to this Agreement as a whole, rather than to any particular clause.

19.8. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements and understandings, whether written or oral, with regard to the subject matter hereof. Notwithstanding any acknowledgment by Service Provider, any provision or condition in any purchase order, voucher, letter or other memorandum of Customer which is in any way inconsistent with, or adds to, the provisions of this Agreement, is expressly objected to and rejected by Service Provider, and null and void. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement.