

Hardware Maintenance Agreement

This agreement will become binding on a customer (the “Customer”) and Veterinary Solutions Limited (“HSVS”) when a valid Schedule (as defined below), which lists the Maintained Equipment (as defined below) to be maintained, (1) has been signed by the Customer, (2) returned to HSVS and (3) if the Customer has made any amendments to the Schedule, HSVS has indicated that it accepts such amendments to the Schedule. The terms of this agreement shall prevail over any inconsistent terms or conditions contained in or referred to in the Customer’s purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

Between 1. VETERINARY SOLUTIONS LTD (trading as Henry Schein Veterinary Solutions) (Company No. 4207571) whose principal place of business is Orchard Brae House, 30 Queensferry Road, Edinburgh, EH4 2HS (“HSVS”); and 2. THE CUSTOMER is the person or legal entity who engages HSVS to provide the Services and whose name and address, registered office address or principal place of business are set out in the Schedule (the “Customer”); Each can be described as a “party” and together the “parties”.

PRELIMINARY HSVS has agreed to provide the Services to the Customer upon the terms and conditions of this agreement. OPERATIVE PROVISIONS:- 1. DEFINITIONS AND INTERPRETATION 1.1 The following terms shall have the following meanings unless the context otherwise requires: “Additional Charges” means the charges at HSVSs rates from time to time (available on request from HSVS) for work undertaken on a time and materials basis; “Affiliates” has the same meaning as in the Supply Agreement; “Corrective Maintenance” means making any adjustments to the Maintained Equipment and/or replacing any parts or components of the Maintained Equipment, required to restore the Maintained Equipment to Working Order or the loaning of an item reasonably equivalent to the relevant Maintained Equipment; “Charges” means the charges payable for the Services under this agreement as set out in the Schedule and as amended from time to time in accordance with the provisions of clause 1.2 Where the provisions of a Schedule do not reflect the provisions of this Agreement, the provisions of the Schedule control and take precedence over the provisions of this Agreement but only for the purposes of that Schedule and the terms and provisions of this Agreement are not otherwise amended,

modified, cancelled, waived or released. 2. SERVICES 2.1 With effect from the Commencement Date and for the duration of this agreement subject to the Customer paying the Charges in accordance with clause 2.2 HSVS will not be obliged to provide the Services in relation to the diagnosis and rectification of any fault resulting from: (a) a defect in the manufacturer's design of the Maintained Equipment; (b) faulty materials or workmanship in the manufacture of the Maintained Equipment; (c) use of the Maintained Equipment with computer equipment or materials not supplied or approved in writing by HSVS; (d) any maintenance, alteration, modification or adjustment performed by persons other than HSVS or its employees or agents; (e) the Customer or a third party moving the Maintained Equipment; (f) any breach by the Customer of this agreement or the Supply Agreement; (g) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Maintained Equipment; (h) a failure or malfunction in the air conditioning or other environmental controls required for the normal operation of the Maintained Equipment, or an error or omission in the correct use of that air conditioning or other environmental controls by the Customer; (i) any defect or error in any software used upon or in association with the Maintained Equipment; (j) any accident or disaster affecting the Maintained Equipment including without limitation fire, flood, water, wind, lightning, transportation, vandalism or burglary; (k) radiation in the environment of the Maintained Equipment; or (l) the neglect or misuse of the Maintained Equipment. 2.3 The time periods set out in this Agreement shall be estimates only and time shall not be of the essence in relation to this Agreement. 2.4 HSVS reserves the right to make additional charges to cover all or any part of the cost of providing workshop repairs or replacements to Maintained Equipment more than five years of age or which have been superseded by new equipment or components. 2.5 HSVS shall be entitled to levy Additional Charges in the manner set out in clause 2.6 HSVS may, upon request by the Customer, provide the Services notwithstanding that the fault results from any of the circumstances described in clause 3.

CHARGES & ADDITIONAL CHARGES 3.1 The Charges as at the Commencement Date shall apply for the first 12 (twelve) months from the Commencement Date and thereafter unless varied under clause 3.2 At any time after the first anniversary of the Commencement Date and from time to time thereafter HSVS shall be entitled to increase the Charges by giving to the Customer not less than one month's notice in writing of such change. 3.3 The Charges shall not include the cost of any Excepted Services detailed in clause 3.4 The Charges shall be levied by HSVS monthly in advance. Charges shall be payable by the Customer (together with value added tax thereon) within 30 (thirty) days of receipt of an invoice. 3.5 Any Additional Charges shall be levied by HSVS monthly in arrears and shall be payable by the Customer (together with value added tax thereon) within 30 days of

receipt of an invoice. 3.6 HSVS reserves the right to charge the Customer interest in respect of the late payment of any sum due under this agreement (as well after as before judgement) at the rate of 4 per cent per annum above the base rate from time to time of National Westminster Bank plc from the due date until payment in full. 4.

REPLACEMENTS AND SPARE PARTS 4.1 In performing the Services, HSVS shall use all reasonable endeavours to source spare parts required to restore the Maintained Equipment to Working Order. Where HSVS can reasonably source individual spare parts for less than £5 excluding VAT, HSVS shall not charge the Customer for the spare parts. Where HSVS is unable to source individual spare parts for less than this amount, HSVS shall have the right to charge the Customer for the spare parts. 4.2 HSVS reserves the right to supply new, second-hand or reconditioned replacement parts in the performance of its duties hereunder. 4.3 All spare parts and/or replacements provided by HSVS to the Customer shall become part of the Maintained Equipment. All parts and components removed from the Maintained Equipment by HSVS in the course of performing the Services shall no longer constitute part of the Maintained Equipment and will be the property of HSVS. The Customer will assign to HSVS, with full title guarantee and free from all third-party rights, all parts and components removed from the Maintained Equipment by HSVS in accordance with this clause 5. **RELOCATION OF THE**

EQUIPMENT 5.1 The Customer shall not remove the Maintained Equipment without the permission of HSVS (such approval shall not be unreasonably withheld or delayed). 5.2 If the Customer shall move the Maintained Equipment from the Site to a new location within the same or a different building then HSVS shall be entitled to make such reasonable increase to the Charges as shall be necessary to take account of any increased costs that it shall incur in providing the Services at the new location. 6. **CUSTOMER'S**

REPRESENTATIVE 6.1 The Customer shall communicate to HSVS upon the date hereof the identity of the person or the department within its undertaking at the Site who shall act as the sole contact point and channel of communication for the provision by HSVS of the Services. The Customer shall forthwith inform HSVS of any change in the identity of any such person(s) or department. 7. **CUSTOMER'S OBLIGATIONS** 7.1 The Customer shall:

(a) ensure that the Maintained Equipment is installed and kept in suitable premises and under suitable conditions, as specified in the Operating Manuals, permit only trained and competent personnel to use it and follow any operating instructions as HSVS may give from time to time; (b) notify HSVS promptly if the Maintained Equipment is discovered to be operating incorrectly; (c) at all reasonable times permit full and free access to the Site and to the Maintained Equipment to HSVS, its employees, contractors and agents, and provide them with adequate and safe working space, and any telecommunications facilities

as are reasonably required to enable HSVS to perform the Services while at the Site; (d) provide HSVS with any information that is reasonably requested in the performance of the Services; (e) take any steps reasonably necessary to ensure the safety of HSVS's personnel when attending the Site; (f) not allow any person other than HSVS to maintain, alter, modify or adjust the Maintained Equipment without the prior written approval of HSVS; (g) not move the Maintained Equipment from the Site without the prior written approval of HSVS (approval not to be unreasonably withheld or delayed); (h) store any reserve equipment only in conditions approved by HSVS, and make this equipment available for periodic maintenance, as with all other Maintained Equipment; and (i) only use supplies or materials supplied or approved by HSVS (approval not to be unreasonably withheld or delayed).

7.2 The Customer shall indemnify HSVS against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against HSVS as a result of the Customer's breach of this agreement howsoever arising or any negligent or wrongful act of the Customer, its officers, employees, contractors or agents.

8. NON SOLICITATION 8.1 The Customer shall not, for the duration of this agreement, and for a period of six months following termination, directly or indirectly induce or attempt to induce any employee of the HSVS who has been engaged in the provision, receipt, review or management of the Services or otherwise in connection with this agreement to leave the employment of HSVS.

9. WARRANTY 9.1 Subject to the exceptions set out in this clause (a) the Services will be performed: (i) in accordance with all applicable laws and regulations; and (ii) with all reasonable skill and care; (b) all components and equipment supplied or used in the course of the provision of the Services shall operate in accordance with their technical specifications for at least 30 days from date of supply. 9.2 If, during the term of this agreement, HSVS receives written notice from the Customer of any material breach by HSVS of the representations and warranties contained in clause 9.3 HSVS shall have no liability to remedy a breach of warranty where such breach arises as a result of any of the circumstances described in clause 9.4 No representation or warranty is given by HSVS that all faults will be fixed, or will be fixed within a specified period of time. 9.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.

10. LIMITATION OF LIABILITY THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE

10.1 Except as expressly stated in clause (a) HSVS shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person

claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential (including loss or damage suffered by the Customer 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 HSVS 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 (b) the total liability of HSVS, 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 Charges payable by the Customer in the calendar year in which the liability arises or (ii) £500,000 (five hundred thousand pounds) (whichever is lower); (c) the Customer agrees that, in entering into this agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this agreement) that it shall have no remedy in respect of such representations and (in either case) HSVS shall have no liability in any circumstances otherwise than in accordance with the express terms of this agreement; and (d) subject to clause 10.2 The exclusions in clause (a) death or personal injury caused by the negligence of HSVS, 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. 10.3 The Customer acknowledges that: (a) it is exclusively responsible for: (i) ensuring that the staff of the Customer and its Affiliates are trained in the proper use and operation of the Maintained Equipment; (ii) ensuring the security, completeness and accuracy of all inputs and outputs; (iii) making regular backup copies of its data to ensure recovery of its data if the Maintained Equipment malfunctions; and (iv) the selection, use of and results obtained from any other programs, equipment, materials or services used in conjunction with the Maintained Equipment; (b) the level of the Charges reflects the allocation of risk between the parties set out in clause (c) it is in a better position than HSVS to assess and manage its risk in relation to use of the Maintained Equipment. 10.4 All dates supplied by HSVS for the provision of the Services shall be treated as approximate only. HSVS shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates. 10.5 All references to "HSV S" in this clause 10.6 Nothing in this clause 11. DURATION 11.1 Supply of the Services by HSVS to the Customer shall commence on the Commencement

Date and, subject to termination in accordance with the provisions of this agreement, shall continue for a fixed term of 1 year. After expiry of the fixed term, the supply of the Services shall (subject to any such termination) continue under this agreement from year to year until terminated by either HSVS or the Customer on 90 days' prior written notice to the other to expire at the end of that notice period.

12. TERMINATION

12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the bankruptcy of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (l)

(l) the other party

suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business. 12.2 HSVS may terminate this agreement with immediate effect by giving written notice to the Customer if the Customer: (a) fails to pay any amount due under this agreement [or any other agreement between the parties] on the due date for payment and remains in default not less than 14 days after being notified to make such payment; or (b) [disputes the ownership or validity of HSVS's Intellectual Property Rights]. 12.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect. 12.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry. 12.5 This agreement shall automatically terminate on termination or expiry (whether as a whole or in relation to that part relating to the Maintained Equipment) of the Supply Agreement, but expiry or any termination of this agreement (however caused) shall have no effect on the Supply Agreement. 12.6 On termination for any reason: (a) other than as set out in this agreement, neither party shall have any further obligation to the other under this agreement after its termination; (b) the Customer's right to receive the Services shall cease automatically; (c) each party shall as soon as reasonably practicable: (a) return, destroy or permanently erase (as directed in writing by the other party) any documents, handbooks, CD-ROMs or DVDs or other information or data provided to it by the other party containing, reflecting, incorporating or based on confidential information belonging to the other party and (b) return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, the party in possession shall be solely responsible for their safe-keeping; and (d) the Customer shall immediately pay any outstanding unpaid invoices and interest due to HSVS. HSVS shall submit invoices for any sums due to HSVS under this agreement, but for which no invoice has been submitted, and the Customer shall pay these invoices immediately on receipt. 13. CONFIDENTIALITY 13.1 Each party shall, during the term of this agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information (written or oral) of a confidential nature (including trade secrets and information of commercial value) 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 other than by breach of this agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information (including by its employees, agents and sub-contractors).

14. FORCE MAJEURE

14.1 Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority or interruption or failure of utility service (an “Event of Force Majeure”).

14.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

14.3 If a default due to an Event of Force Majeure shall continue for more than 13 (thirteen) weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of an Event of Force Majeure.

15. WAIVER

15.1 The waiver by either party of a breach or default of any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

16. NOTICES

16.1 Any notice request instruction or other document to be given hereunder may be personally delivered or sent by first class post of the other party set out in this agreement (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served, if delivered personally, at the time of delivery and, if sent by post, upon the expiration of 48 hours after posting provided that if the date of deemed service is not a working day, such notice shall be deemed to have been served on the next following working day.

17. INVALIDITY AND SEVERABILITY

17.1 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

18. ENTIRE AGREEMENT

18.1 This agreement constitutes the entire agreement between the parties and supersedes and

extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. 18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement. 19. VARIATION 19.1 No variation of this agreement or the Schedule shall be effective unless it is in writing and signed by the parties (or their authorised representatives). 20. SUCCESSORS 20.1 This agreement shall be binding upon and enure for the benefit of the successors in title of the parties hereto. 21. THIRD PARTY RIGHTS 21.1 HSVS and the entities referred to in clause 21.2 It is agreed that it is intended to confer a benefit on HSVS 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 HSVS on their behalf. HSVS will owe no duty to them to enforce such rights and it may conduct or compromise any relevant proceedings as it sees fit. 21.3 For the avoidance of doubt, Henry Schein, Inc. (the "Parent"), any subsidiaries of HSVS and any subsidiaries of the Parent, may, at the direction of HSVS or the Parent, exercise any of the rights, or assume any of the duties, of HSVS hereunder, provided that HSVS shall be responsible for the performance of, and the adherence to this agreement by the Parent, any subsidiaries of HSVS and any subsidiaries of the Parent (as relevant). 21.4 Except as provided in clauses 21.5 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. 22. ASSIGNMENT AND SUBCONTRACTING 22.1 The Customer shall not: (a) be entitled to assign, transfer, charge, sub-contract, sub-licence, 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; or (b) deal in any other manner with any or all of its rights and obligations under this agreement; without the prior written consent of HSVS. 22.2 HSVS shall be entitled from time to time to appoint sub-contractors to provide the Services. 22.3 HSVS 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 Customer shall on request by HSVS execute a novation agreement in respect thereof in such form as HSVS shall require. 22.4 Notwithstanding clause 23. VAT 23.1 Save insofar as otherwise expressly provided all amounts stated in this agreement are expressed exclusive of value added tax and any value

added tax arising in respect of any supply made hereunder shall on the issue of a valid tax invoice in respect of the same be paid to the party making such supply by the party to whom it is made in addition to any other consideration payable therefor. 24. HEADINGS 24.1 Headings to clauses in this agreement are for the purposes of information and identification only and shall not be construed as forming part of this agreement. 25. NO PARTNERSHIP OR AGENCY 25.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. 25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person. 26. JOINT AND SEVERAL LIABILITY 26.1 All agreements on the part of the Customer which comprises more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successors in title to the Customer. 27. LAW 27.1 This agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts