

# ROBOVET SOFTWARE 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 Licensed Programs (as defined below) to be licensed, (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.

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Between

1. VETERINARY SOLUTIONS LTD (trading as Covetrus) (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 licence them the Licensed Programs 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 grant to the Customer a non-exclusive licence to use the Veterinary Solutions Licensed Programs listed in the Schedule (both as defined below) upon the terms and conditions of this agreement. This agreement also contains terms relating to Third Party Licensed Programs (as defined below).

## OPERATIVE PROVISIONS:-

### 1. DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the following meanings unless the context otherwise requires:

“Acceptance Date” means the date upon which the Licensed Programs are accepted by the Customer (deemed or actual) in accordance with clause 5.2 below;

“Actual Delivery Date(s)” means the actual date(s) of delivery of the Licensed Programs to the Site;

“Affiliates” means any business entity from time to time controlling, controlled by, or under common control with, either party;

“Delivery Date(s)” means the planned date(s) for delivery of the Licensed Programs to the Site as set out in the Schedule;

“Documentation” means the instruction manuals, user guides and other information relating to the Licensed Programs made available from time to time during this agreement by HSVS, at its discretion, in either printed or machine readable form to the Customer;

“Equipment” means the relevant items of hardware approved by HSVS onto which the Licensed Programs are to be loaded;

“Installation Services” means the provision of services in respect of installation of the Licensed Programs on to the Equipment where such has been agreed between the parties and included in the Schedule;

“Intellectual Property Rights” means patents, 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 for (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.

“Licensed Program Materials” means the Licensed Programs and the Documentation;

“Licensed Programs” means the software programs (including the Veterinary Solutions Licensed Programs) in object code form listed in the Schedule including any Maintenance Release of the same made available or otherwise issued to the Customer by HSVS during the term of this agreement;

“Maintenance Release” means a release of the Licensed Programs that corrects faults, adds functionality or otherwise amends or upgrades the Licensed Programs, but which does not constitute a New Version.

“New Version” any new version of the Licensed Programs which from time to time are publicly marketed and offered for purchase by HSVS in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

“Program Specifications” means the technical specifications from time to time published by HSVS in respect of any Licensed Programs;

“Purchase Price” means the aggregate price of the Licensed Programs and the Installation Services (if applicable) as set out in the Schedule;

“Schedule” means the Schedule of Investment or some other order form agreed between the parties;

“Site(s)” means the address or addresses for delivery of the Licensed Programs as set out in the Schedule;

“Third Party Licensed Programs” mean Licensed Programs other than the Veterinary Solutions Licensed Programs details of which are set out in the Schedule;

“Third Party Additional Terms” means the additional terms and conditions relating to the Third Party Licensed Programs which are available on request from HSVS;

“Veterinary Solutions Licensed Programs” means such of the Licensed Programs as have been or are developed by or on behalf of or owned by HSVS details of which are set out in the Schedule;

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. GRANT OF LICENCE

2.1 In consideration of the payment by the Customer of the Purchase Price to HSVS, HSVS hereby grants to the Customer a non-exclusive licence for a term of 30 years commencing on and including the Acceptance Date to use the Veterinary Solutions Licensed Programs (and the relevant Documentation) upon the Equipment at the Site(s) only.

2.2 HSVS shall be deemed to have acquired the Third Party Licensed Programs on behalf of the Customer as agent for the Customer and accordingly any licence to use such Third Party Licensed Programs shall be on the basis of any relevant Third Party Additional Terms.

2.3 In relation to the Licensed Program Materials:

(a) The Customer shall:

(i) ensure that the Licensed Program Materials are not at any time installed or used on a greater number of pieces of Equipment than the number of licenses granted to the Customer as set out in the Schedule;

(ii) keep a complete and accurate record of the Customer's copying and disclosure of the Licensed Program Materials and its users, and produce such record to HSVS on request from time to time;

(iii) notify HSVS as soon as it becomes aware of any unauthorized use of the Licensed Program Materials by any person;

(iv) pay, for broadening the scope of the licenses granted under this agreement to cover the unauthorized use, an amount equal to the fees which HSVS would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 3.4, from such date to the date of payment;

(v) take all reasonable precautions consistent with generally accepted standards in the data processing industry to safeguard the confidentiality of the Licensed Program Materials;

(vi) reproduce on any copy (whether in machine readable or human readable form) of the Licensed Program Materials or any part thereof any copyright or other proprietary notices;

(vii) 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 HSVS or any third party in the Licensed Program Materials;

(b) If the Equipment becomes for any reason inoperable, the Customer shall be entitled to use the Licensed Programs upon such alternative equipment under the control of the Customer as HSVS shall approve (such approval not to be unreasonably withheld or delayed) until such time as the Equipment once more becomes operable which fact shall be promptly notified to HSVS.

(c) The Customer shall not be entitled to replace the Equipment or permanently transfer the Licensed Program Materials from the Equipment without the prior consent of HSVS (such consent not to be unreasonably withheld or delayed).

(d) use of the Licensed Programs shall be restricted to use of the Licensed Programs in object code form for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Licensed Programs by, or for the benefit of, any person other than an employee of the Customer);

(e) the Customer may not use the Licensed Program Materials other than as specified in this clause 2 without the prior written consent of HSVS, and the Customer acknowledges that additional fees may be payable on any change of use approved by HSVS;

(f) the Customer may only make as many backup copies of the Licensed Programs as are necessary for its lawful use. The Customer shall record the number and location of all copies of the Licensed Programs and take steps to prevent unauthorised copying;

(g) The Customer shall not remove or alter any copyright or other proprietary notice on any of the Licensed Program Materials.

(h) except as expressly stated in this clause 2, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Licensed Programs in whole or in part except to the extent that any reduction of the Licensed Programs to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Licensed Programs with the operation of other software or systems used by the Customer, unless HSVS is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request HSVS to carry out such action or to provide such information (and shall meet HSVS's reasonable costs in providing that information) before undertaking any such reduction;

(i) The Customer may not use any such information provided by HSVS or obtained by the Customer during any such reduction permitted under clause 2.3(h) to create any software whose expression is substantially similar to that of the Licensed Program Materials nor use such information in any manner which would be restricted by any copyright subsisting in it.

2.4 The Customer shall indemnify and hold HSVS harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any Third-Party Additional Terms howsoever arising.

2.5 HSVS may treat the Customer's breach of any Third-Party Additional Terms as a breach of this agreement.

2.6 The Customer shall inform all relevant employees, agents and sub-contractors that the Licensed Program Materials constitute confidential information of HSVS or any relevant third party and that all Intellectual Property Rights therein are the property of HSVS or such third party and the Customer shall take all such steps as shall be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause.

2.7 The Customer shall indemnify and keep indemnified HSVS against all loss, damage, costs and expenses (including legal costs and expenses) suffered or incurred by HSVS arising directly or indirectly as a result of any breach by the Customer of the provisions of this clause.

### 3. PURCHASE PRICE

3.1 The Purchase Price shall include:

- (a) the cost of delivery of the Licensed Programs and Documentation to the Site; and
- (b) where applicable, the provision of the Installation Services at the Site.

3.2 The Purchase Price shall not include value added tax which shall be payable by the Customer in the manner and at the rate from time to time prescribed by law.

3.3 Payment in full of the Purchase Price (together with value added tax thereon) shall become due 30 days after the receipt by the Customer of appropriate invoices and, if applicable, after performance by HSVS of its obligations under clause 5.1.

3.4 Time for payment of the Purchase Price shall be of the essence of the agreement.

3.5 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. DELIVERY

4.1 HSVS shall use its reasonable endeavors to deliver the Licensed Programs to the Site on the Delivery Date but any such date is approximate only. If no dates are specified in the Schedule, delivery shall be within a reasonable time following the entering into of this agreement. Time is not of the essence as to delivery of the Licensed Programs and HSVS is not in any circumstances liable for any delay in delivery, however caused.

4.2 The Customer shall be responsible (at the Customer's cost) for preparing the Site(s) for the delivery of the Scheduled Items and for the provision of all necessary access and facilities reasonably required to deliver and provide the Installation Services (if applicable). If HSVS is prevented from carrying out delivery or the Installation Services on the specified date because no such preparation has been carried out, HSVS may levy additional charges to recover its loss arising from this event.

## 5. INSTALLATION AND ACCEPTANCE

5.1 If HSVS has agreed in the Schedule to provide the Installation Services, HSVS shall in consideration for the payment of the Purchase Price commence the Installation Services on the Actual Delivery Date and shall inform the Customer when such Installation Services have been completed.

5.2 The Customer shall be deemed to have accepted the Licensed Programs upon:

- (a) the date that HSVS informs the Customer that Installation Services have been completed; or
- (b) if HSVS has not agreed in the Schedule to provide the Installation Services, the Actual Delivery Date.

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Customer acknowledges that all Intellectual Property Rights in the Licensed Programs, any Maintenance Releases and the Documentation belong and shall belong to HSVS or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Licensed Programs, any Maintenance Releases and the Documentation other than the right to use them in accordance with the terms of this agreement.

6.2 HSVS undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Veterinary Solutions Licensed Programs (or any part thereof) in accordance with the terms

of this agreement infringes the UK Intellectual Property Rights of a third party (“Claim”) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, clause 6.2 shall not apply where the Claim in question is attributable to possession, alteration, modification or use of the Veterinary Solutions Licensed Programs (or any part thereof) by the Customer other than in accordance with the terms of this agreement, use of the Veterinary Solutions Licensed Programs in combination with any hardware or software not supplied or specified by HSVS if the infringement would have been avoided by the use of the Veterinary Solutions Licensed Programs not so combined, use of a non-current release of the Veterinary Solutions Licensed Programs or any breach by the Customer of the terms of this agreement.

6.3 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, HSVS’s obligations under clause 6.2 are conditional on the Customer:

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

6.4 If any Claim is made, or in HSVS’s reasonable opinion is likely to be made, against the Customer, HSVS may at its sole option and expense:

- (a) procure for the Customer the right to continue to use the Veterinary Solutions Licensed Programs (or any part thereof) in accordance with the terms of this agreement;
- (b) modify the Veterinary Solutions Licensed Programs so that it ceases to be infringing;
- (c) replace the Veterinary Solutions Licensed Programs with non-infringing software; or



(d) terminate the license relating to the Veterinary Solutions Licensed Programs immediately by notice in writing to the Customer and refund any of the Purchase Price paid by the Customer in respect of the Veterinary Solutions Licensed Programs as at the date of termination (less a reasonable sum in respect of the Customer's use of the Veterinary Solutions Licensed Programs to the date of termination) on return of the Veterinary Solutions Licensed Programs and all copies thereof,

6.5 Notwithstanding any other provision in this agreement, clause 6.2 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any Third Party Licensed Programs or through the breach of any Third Party Additional Terms by the Customer.

6.6 This clause 6 constitutes the Customer's exclusive remedy and HSVS's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 11.1.

## 7. DOCUMENTATION

7.1 The Documentation provided by HSVS to the Customer contains confidential information of HSVS.

7.2 The Customer shall take all such steps as shall be necessary to protect HSVS's (or third-party owner's) Intellectual Property Rights and confidential information in the Documentation and without prejudice to the generality of the foregoing shall not copy or reproduce the same nor distribute sell or disclose the contents of the same to any third party without the prior written consent of HSVS.

7.3 The Customer undertakes to HSVS to make its Affiliates, employees, agents and sub-contractors aware of the provisions of this clause and to use its best endeavours to ensure compliance by its said Affiliates, employees, agents and sub-contractors with the obligations set out in clause 7.2 above.

## 8. CUSTOMER'S REPRESENTATIVE

8.1 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 Installation Services. The Customer shall forthwith inform HSVS of any change in the identity of any such person(s) or department.

## 9. CUSTOMER'S OBLIGATIONS

9.1 The Customer undertakes to HSVS throughout the term of this agreement:

(a) to grant HSVS including its employees, agents and sub-contractors such reasonable access to the Site(s) as it shall from time to time require to perform its obligations under this agreement;

(b) to make available at the Site(s) such facilities as HSVS shall reasonably require in order to discharge its obligations hereunder including without limitation adequate work space storage and office furniture and equipment; and

(c) to take all reasonable precautions to protect the health and safety of HSVS's employees, agents and sub-contractors while on the Site(s).

## 10. WARRANTY

10.1 Subject to the exceptions set out in this clause 10 and the limitations upon its liability set out in clause 11 below, HSVS warrants to the Customer that:

(a) the Veterinary Solutions Licensed Programs will for a period of 90 (ninety) days from the Acceptance Date ("Warranty Period") conform in all material respects to the relevant Program Specifications; and

(b) it will perform the Installation Services in accordance with all applicable laws and regulations and with reasonable care and skill.

10.2 If, within the Warranty Period, the Customer notifies HSVS in writing of any defect or fault in the Veterinary Solutions Licensed Programs in consequence of which they fail to conform in all material respects to the Specification, and such defect or fault does not result from any matter set out at clause 10.5, HSVS shall, at HSVS's option, do one of the following:

(a) repair the Veterinary Solutions Licensed Programs; or

(b) replace the Veterinary Solutions Licensed Programs;

provided the Customer provides all the information that may be necessary to assist HSVS in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable HSVS to re-create the defect or fault.

10.3 If, during the term of this agreement, HSVS receives written notice from the Customer of any material breach by HSVS of the warranty contained in clause 10.1(b), HSVS shall, if there has been such a breach, at its own expense, use its reasonable endeavours to remedy that breach within a reasonable period following receipt of such notice. The

Customer shall provide all information reasonably necessary to enable HSVS to comply with its obligations under this clause 10.3. This clause sets out the Customer's sole remedy and HSVS's entire liability for breach of clause 10.1(b).

10.4 The obligations of HSVS under clauses 10.2 and 10.3 shall be discharged between the hours of 9am to 5.30pm Monday to Friday (bank and other public holidays excepted).

10.5 HSVS shall have no liability to remedy a breach of warranty where such breach arises as a result of:

- (a) the improper use operation or neglect of the Licensed Program Materials or Equipment;
- (b) the modification of the Licensed Programs or their merger (in whole or in part) with any other software;
- (c) the use of the Licensed Programs on equipment other than the Equipment;
- (d) the failure by the Customer to implement proper recommendations in respect of or solutions to faults previously advised by HSVS;
- (e) any repair, adjustment, alteration, amendment or modification of the Licensed Programs by any person other than HSVS without HSVS's prior written consent;
- (f) any breach by the Customer of any of its obligations under this agreement;
- (g) the Licensee's failure to install and use any Maintenance Release of the Licensed Programs within 90 (ninety) days of receipt of the same;
- (h) the use of the Licensed Programs for a purpose for which they were not designed or in combination with any other software not provided by HSVS;
- (i) accident, neglect or misuse;
- (j) failure or defect of electrical power, external electrical circuitry, air conditioning or humidity control;
- (k) the use of items not supplied or manufactured by HSVS or on its behalf in conjunction with the Licensed Programs; or
- (l) unusual physical or electrical stress.

10.6 HSVS does not warrant that the use of the Licensed Programs or Documentation will be uninterrupted or error-free.

10.7 The Customer accepts responsibility for the selection of the Licensed Programs to achieve its intended results and acknowledges that the Licensed Programs have not been developed to meet the individual requirements of the Customer.

10.8 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 or the use of reasonable skill and care.

10.9 The Customer acknowledges and agrees that HSVS gives no warranty to the Customer in respect of the Third Party Licensed Programs and that the only warranty provided to the Customer in respect of the Third Party Licensed Programs is the warranty, if any, provided by the manufacturer or third party supplier to the Customer.

## 11. LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE

11.1 Except as expressly stated in clause 11.2:

(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 11.1(a) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 11.1(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (viii) inclusive of this clause 11.1(a);

(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 Purchase Price 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, HSVS shall have no liability to the Customer in respect of any liability unless the Customer shall have served written notice of the same upon HSVS within 2 (two) months of the date it became aware of the circumstances giving rise to the liability or the date when it ought reasonably to have become so aware.

11.2 The exclusions in clause 10.8 and clause 11.1 shall apply to the fullest extent permissible at law, but HSVS does not exclude liability for:

(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.

11.3 All dates supplied by HSVS for the delivery of the Licensed Programs or the provision of Installation 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.

11.4 All references to “HSVS” in this clause 11 shall, for the purposes of this clause and clause 21 only, be treated as including HSVS and its Affiliates and both their employees, subcontractors and suppliers, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 21.

11.5 Nothing in this clause 11 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.

## 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 12.1(c) to clause 12.1(j)(inclusive); or

(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 On termination for any reason:

(a) all rights granted to the Customer under this agreement shall cease;

(b) the Customer shall cease all activities authorised by this agreement;

(c) 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; and

(d) the Customer shall immediately destroy or return to HSVS (at HSVS's option) all copies of the Licensed Programs then in its possession, custody or control and, in the case of destruction, certify to HSVS that it has done so.

### 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 11.4 may enforce the terms of this agreement subject to and in accordance with this clause 21, this agreement and the Contracts (Rights of Third Parties) Act 1999.

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, Covetrus, 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 21.1, 21.2 and 21.3, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999

to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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-license, novate or otherwise dispose of (including by means of holding the benefit of the same on trust for any third party) this agreement nor all or any of its rights and obligations hereunder;

(b) allow the Licensed Program Materials to become the subject of any charge, lien or encumbrance;

(c) 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 Installation 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 13, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 22.4 shall be made until notice of the identity of the proposed assignee has been given to the other party.

## 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

## 28. POSTCODE ADDRESS FINDER

28.1 For more information on the Postcode Address Finder application please read the license information <http://www.poweredbypaf.com/licensing-centre/public/data/documents/paf-direct-end-user-licence.pdf>