

ROBOVET SOFTWARE TECHNICAL SUPPORT 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 License;

“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 3.2;

“Commencement Date” means the Acceptance Date as set out in the License;

“Documentation” has the same meaning as in the Licence;

“Equipment” has the same meaning as in the Licence;

“Excepted Services” means those services referred to in Clause 2.2 which do not fall within the Services;

“Intellectual Property Rights” has the same meaning as in the Licence;

“Licence” means the software licence agreement between HSVS and the Customer under which the Customer has been granted a licence to use certain software (including the Supported Software);

“Licensed Program Materials” has the same meaning as in the Licence;

“Licensed Programs” has the same meaning as in the Licence;

“Maintenance Release” has the same meaning as in the Licence;

“New Version” has the same meaning as in the Licence;

“Place of Use” means that part of the Customer’s premises at the Site(s) where the Equipment is installed and operated;

“Schedule” has the same meaning as in the Licence;

“Services” means the provision of the software support services detailed in Annex 1 in respect of the Supported Software;

“Site(s)” has the same meaning as in the Licence;

“Supported Software” means the specific Veterinary Solutions Licensed Programs noted in the Schedule as to be supported.

“Standard Support Hours” means 9.00 am to 5.30 pm Monday to Friday, except on days which are bank or other public holidays.

“Third Party Licensed Programs” has the same meaning as in the Licence;

“Veterinary Solutions Licensed Programs” has the same meaning as in the Licence;

“Working Day” means any weekday other than Saturdays, Sundays and bank or other public holidays.

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 3, HSVS shall provide the Services during the Standard Support Hours.

2.2 HSVS will not be obliged to provide the Services in relation to the diagnosis and rectification of any fault resulting from:

- (a) the improper use operation or neglect of the Licensed Program Materials or Equipment;
- (b) the modification of the Licenced Programs or their merger (in whole or in part) with any other software;
- (c) the use of the Licenced 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 Licenced 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.

2.3 The time periods set out in Annex 1 shall be estimates only and time shall not be of the essence in relation to this Agreement.

2.4 HSVS shall be entitled to levy Additional Charges in the manner set out in clause 3.5 if the Services are provided in circumstances where HSVS reasonably judges the Customer's request to have been unnecessary.

2.5 HSVS may, upon request by the Customer, provide the Services notwithstanding that the fault results from any of the circumstances described in clause 2.2 above. HSVS shall in such circumstances be entitled to levy Additional Charges in the manner set out in clause 3.5.

2.6 Without any obligation so to do, HSVS may upon request by the Customer provide assistance and respond to queries in respect of the use by the Customer of any Third Party Licensed Programs. HSVS shall in such circumstances be entitled to levy Additional Charges in the manner set out in clause 3.5.

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.

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 2.2.

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. RELOCATION OF THE EQUIPMENT

4.1 The Customer shall not remove the Equipment without the permission of HSVS (such approval shall not be unreasonably withheld or delayed).

4.2 If the Customer shall move the 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.

5. CUSTOMER'S REPRESENTATIVE

5.1 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.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer undertakes to HSVS throughout the term of this agreement to keep a minimum of three separate backups (either on disks or tapes for use in rotation) of a standard and frequency to allow the customer to recover operating system and current data.

6.2 The Customer shall provide shall provide HSVS, its employees, agents and sub-contractors and all other persons duly authorised by HSVS with full, safe and uninterrupted access including remote access to the Site(s), Place of Use, Equipment, documentation, information, systems, facilities and the Licensed Programs as may reasonably be required for the purpose of performing the Services, such access, except in the case of emergency or agreed out-of-hours downtime, to be within the Standard Support Hours. Where the Services are to be performed at any of the Site(s), the Customer shall provide adequate working space and office facilities (including telephone) for use by HSVS and its employees, agents and sub-contractors and take reasonable care to ensure their health and safety.

6.3 The Customer shall ensure that appropriate environmental conditions are maintained for the Licensed Programs and shall take all reasonable steps to ensure that the Licensed Programs are operated in a proper manner by the Customer's employees.

6.4 The Customer shall:

(a) co-operate with HSVS in performing the Services and provide any assistance or information as may reasonably be required by HSVS, including in relation to the diagnosis of any faults;

(b) report faults promptly to HSVS; and

(c) keep full backup copies of all of its data.

6.5 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.

7. NON SOLICITATION

7.1 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.

8. RISK AND TITLE

8.1 Risk in, and title to, any media bearing any Licensed Programs or Documentation or other information that may from time to time be supplied by HSVS to the Customer shall pass to the Customer on acceptance by the Customer.

9. DATA PROTECTION

9.1 The following definitions apply:

(a) the terms “data controller”, “data processor”, “data subject” and “processing” bear the respective meanings given them in the Data Protection Act 1998, and “data protection principles” means the eight data protection principles set out in Schedule 1 to that Act.

(b) data includes Personal Data.

(c) Customer Personal Data and HSVS Personal Data mean any Personal Data provided by or on behalf of the Customer or HSVS, respectively.

9.2 HSVS shall:

(a) only carry out processing of any Customer Personal Data on the Customer’s instructions;

(b) implement appropriate technical and organisational measures to protect any Customer Personal Data against unauthorised or unlawful processing and accidental loss or damage; and

(c) only transfer Customer Personal Data to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject.

9.3 HSVS shall promptly and fully notify the Customer in writing of any notices in connection with the processing of any Customer Personal Data, including subject access requests, and provide such information and assistance as the Customer may reasonably require.

9.4 The Customer acknowledges that HSVS will be acting as a data processor, rather than as a data controller, in respect of all such data processing activities which HSVS carries out under this agreement.

9.5 Except as expressly provided otherwise, this agreement does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any (non-personal) data.

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 represents and warrants to the Customer that the Services will be performed:

- (i) in accordance with all applicable laws and regulations; and
- (ii) with all reasonable skill and care;

10.2 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 10.1, HSVS shall, if there is such a breach, at its own expense, use its reasonable endeavours to remedy that breach during Standard Support Hours and 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 10.2. This clause sets out the Customer's sole remedy and HSVS's entire liability for breach of clause 10.1.

10.3 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 2.2.

10.4 No representation or warranty is given by HSVS that all faults will be fixed, or will be fixed within a specified period of time.

10.5 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.

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 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, 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 10.5 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 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 Licensed Programs;
 - (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 Licensed Programs malfunction; and
 - (iv) the selection, use of and results obtained from any other programs, equipment, materials or services used in conjunction with the Licensed Programs;
- (b) the level of the Charges reflects the allocation of risk between the parties set out in clause 10 and clause 11; and
- (c) it is in a better position than HSVS to assess and manage its risk in relation to use of the Licensed Programs.

11.4 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.

11.5 All references to “HSVS” in this clause 11 shall, for the purposes of this clause and clause 22 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 22.

11.6 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.

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

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

12. DURATION

12.1 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.

13. TERMINATION

13.1 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 13.1(c) to clause 13.1(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.

13.2 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.

13.3 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.

13.4 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.

13.5 This agreement shall automatically terminate on termination or expiry (whether as a whole or in relation to that part relating to the Veterinary Solutions Licensed Programs) of the Licence, but expiry or any termination of this agreement (however caused) shall have no effect on the licences granted under the Licence.

13.6 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.

14. CONFIDENTIALITY

14.1 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).

15. FORCE MAJEURE

15.1 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").

15.2 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.

15.3 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.

16. WAIVER

16.1 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.

17. NOTICES

17.1 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.

18. INVALIDITY AND SEVERABILITY

18.1 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.

19. ENTIRE AGREEMENT

19.1 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.

19.2 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.

20. VARIATION

20.1 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).

21. SUCCESSORS

21.1 This agreement shall be binding upon and ensure for the benefit of the successors in title of the parties hereto.

22. THIRD PARTY RIGHTS

22.1 HSVS and the entities referred to in clause 11.5 may enforce the terms of this agreement subject to and in accordance with this clause 22, this agreement and the Contracts (Rights of Third Parties) Act 1999.

22.2 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.

22.3 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).

22.4 Except as provided in clauses 22.1, 22.2, and 22.3 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.

22.5 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.

23. ASSIGNMENT AND SUBCONTRACTING

23.1 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.

23.2 HSVS shall be entitled from time to time to appoint sub-contractors to provide the Services.

23.3 HSVS shall be entitled to assign, transfer, charge, sub-contract, sub-licence, 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.

23.4 Notwithstanding clause 14, 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 23.4 shall be made until notice of the identity of the proposed assignee has been given to the other party.

24. VAT

24.1 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.

25. HEADINGS

25.1 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.

26. NO PARTNERSHIP OR AGENCY

26.1 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.

26.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

27. JOINT AND SEVERAL LIABILITY

27.1 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.

28. LAW

28.1 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

ANNEX 1

(1) Services

(a) Software faults

The preferred method of registering software fault requests is by telephone. Software faults can also be reported via email. Either option will result in a unique incident reference number being issued by support for any new software faults raised.

The procedure is to allow for 4 categories of software support. Calls are to be logged by the Customer and allocated definitions according to those listed below and HSVS agrees to use its reasonable endeavours to respond in the time scales set out in respect of each priority. In the event of any dispute between the customer and HSVS as to the priority level to be allocated to any fault the reasonable opinion of HSVS shall prevail.

Critical Priority

Definition:	Example:	Response Time Target:	Resolution:
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The problem is

causing an immediate impact on my business, we cannot use any computers in the practice and there is no “work around”.

The main system database has been corrupted and no one can access the data.

Immediate via telephone.

Supplier shall endeavour to resolve the fault within 4 working hours. If resolution is not achieved within such period HSVS shall provide an estimated resolution timetable within one Working Day

High Priority

Definition:

Example:

Response Time Target:

Resolution:

The problem has an impact on my business. However, “work-arounds” exist and we are able to continue working for the immediate future.

The Diary is not letting me change the date and I can't make any future appointments.

Within 1 hour via telephone

Supplier shall endeavour to resolve the fault within 1 Working Day. If resolution is not achieved within such period HSVS shall provide an estimated resolution timetable within two Working Days

Medium Priority

Definition:

Example:

Response Time Target:

Resolution:

The problem is inconvenient but is not something that has an impact on my business

I can't seem to change the Diary Appointment Statuses without it causing problems.

Within 1 Working Day via telephone.

Supplier shall endeavour to resolve the fault within 2 Working Days. If resolution is not achieved within such period HSVS shall provide an estimated resolution timetable within five Working Days.

Low Priority

Definition:

Example:

Response Time Target:

Resolution:

The problem is something that I can easily “work around” but it would be nice if it could be fixed whenever possible.

The date field on one my reports is in Within 5 Working Days via the wrong format or Days via is printing strange Vetsolutions.co.uk. characters.

Supplier shall endeavour to resolve the fault within 10 Working Days via Vetsolutions.co.uk. If resolution is not achieved within such period HSVS shall provide an estimated resolution timetable within 15 Working Days

(b) Software Change Requests

The preferred method of registering software change requests is by telephone.

Calls are to be logged and allocated definitions; HSVS will use its reasonable endeavours to respond in the time-scale set out in respect of each priority. In the event of any dispute between the Customer and HSVS as to the priority to be allocated to any change request the reasonable opinion of HSVS shall prevail. There are no critical priority change requests.

Only those change requests which in the opinion of HSVS will benefit all system users will be carried out under the Services. Other requests must be the subject of separate negotiation.