

Software Licence Agreement Terms and Conditions

1. Definitions.

(a) Vet Space: Vet Space Limited (Company Number SC116043) whose registered office is at Caledonian Exchange, 19a Canning Street, Edinburgh, EH3 8HE.

(b) Commencement Date: the date set forth in the Order.

(c) Confidential Information: information that is proprietary or confidential or identified as Confidential Information in clause 11.

(d) Contract or Agreement: the contract between Vet Space and Customer for the licensing of the Software, the supply of equipment or consumables, and/or the provision of professional services and/or software maintenance, comprising the Order and these Terms and Conditions.

(e) Customer: the customer identified on the Order.

(f) Customer Data: the data inputted into the information fields of the Software by the Customer, by Licensed Users, or by Vet Space on the Customer's behalf.

(g) Deliverable: a defined level of functionality or other preset milestone within a particular phase of the configuration services, to be more particularly described in the Order.

(h) Fees: the fees and charges payable to Vet Space, as described in the Order.

(i) Hosting Services: the services that Vet Space may provide to allow Licensed Users to access and use the Software.

(j) Installation Date: the date that the Software is installed in the hosting environment or on customer premises as set out in the Order.

(k) Licensed Users: those employees and independent contractors of the Customer who are entitled to use the Software under this Contract.

(l) Maintenance and Support: any error corrections, updates and upgrades that Vet Space may provide or perform with respect to the Software and Hosting Services. Maintenance and Support does not include training, which is available upon request subject to a separate charge. If the Software is installed on a Customer server then Vet Space will provide any error corrections, updates and upgrades for installation by Vet Space.

(m) Order: the order form setting out details of the Software license, the supply of equipment or consumables, and/or the provision of professional services and/or

software maintenance.

(n) Services: any services outlined in the order form, which may include Hosting Services and/or Maintenance and Support, or professional services, such as training.

(o) Software: Vet Space's proprietary software that automates many of the routine practice management tasks in a veterinary clinic.

(p) Software Licence: the licence granted by Vet Space to Customer for the use of Software in accordance with the provisions of clause 3.

(q) Software Specification: the functionality and performance specifications for the Software, as described on Vet Space's website.

(r) Standard Usage Patterns: the average usage by Customer over the previous three months of use of the Services and/or Software.

(s) Virus: any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

2. Basis of Contract

a. The Order constitutes an offer by Customer for the licensing of the Software and the supply of the Services in accordance with these Terms and Conditions.

b. The Order shall only be deemed to be accepted when Vet Space issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

c. The Contract constitutes the entire agreement between the parties.

d. These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

e. If there is an inconsistency between any of the provisions in these Terms and Conditions and the Order, the provisions in the Terms and Conditions shall prevail.

3. Software Licence

a. In consideration of the Fees paid and payable in the future by Customer to Vet

Space, Vet Space grants to Customer a non-exclusive licence to use the Software for its own internal business purposes only in accordance with the provisions of this Contract.

b. It is a condition of the Software Licence that at all times the Customer pays all fees outlined in the Order. Failure to pay any fees shall entitle Vet Space to terminate the Contract and the Software Licence immediately.

c. Customer shall not: (a) sub-license, assign or novate the benefit or burden of this licence in whole or in part; (b) allow the Software to become the subject of any charge, lien or encumbrance; and (c) deal in any other manner with any or all of its rights and obligations under this Contract, without the prior written consent of Vet Space, such consent may be withheld in Vet Space's sole discretion.

d. Vet Space may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Contract provided it gives written notice to Customer, which may include email, notwithstanding any other provision in the Agreement to the contrary.

4. Hosting Services, Maintenance and Support

a. If the Software is installed on Customer's server, Customer shall ensure that the server meets the minimum required specifications as determined by Vet Space from time to time.

b. If the Software is offered as a cloud service, Customer shall ensure that its web browser meets the minimum required specification as determined by Vet Space from time to time.

c. Vet Space shall perform any Maintenance and Support services and Hosting Services to the extent included in the Order. In addition, Vet Space will use reasonable efforts to abide by the Support Services Policy contained in Exhibit B, attached hereto and incorporated herein. In addition, Vet Space will use reasonable efforts to abide by the Cloud Hosting Services Policy contained in Exhibit C, attached hereto and incorporated herein, whenever Customer uses the Software offered as a cloud service.

d. In relation to Licensed Users:

(a) Customer's access shall be limited to the number of Licensed Users set forth in the Order, such users all being employees or independent contractors of the Customer who use the Software solely for Customer's internal business use;

(b) Customer shall maintain a written list of Licensed Users of the Software, and Customer shall provide such list to Vet Space as may be reasonably requested by Vet Space from time to time;

(c) Customer shall ensure that each Licensed User keeps a secure password for his or her use of the Software;

(d) Vet Space may audit the Software regarding the username for each Licensed User at any time; and

(e) if such audit reveals that passwords have been provided to individuals who are not Licensed Users or reveals any other unauthorized use, and without prejudice to Vet Space's other rights, Customer shall promptly disable such passwords and shall not issue any new passwords to such individuals (if applicable) and Customer shall be obligated to pay Vet Space for any unauthorized use.

e. In relation to the Software:

(a) Vet Space hereby grants to Customer on and subject to the terms and conditions of this Contract a non-exclusive, non-transferable licence to allow Licensed Users to access the Software and to use the Software solely for the Customer's internal business purposes;

(b) Customer shall not store, distribute or transmit any Virus, or any material through the hosting services or Software that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

(c) the rights provided under this clause are granted to Customer only, and shall not be considered granted to any subsidiary or holding company of Customer;

(d) Customer shall use all endeavours to prevent any unauthorised access to, or use of, the Software and notify Vet Space promptly of any such unauthorised access or use.

(e) Customer shall not:

(i) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human- perceivable form all or any part of the Software; or

(iii) access all or any part of the Software or Hosting Services in order to build a product or service which could compete with the Software and/or the Services; or

(iv) use the Software or Hosting Services to provide services to third parties; or

(v) transfer, temporarily or permanently, any of its rights under this Contract, or

(vi) attempt to obtain, or assist third parties in obtaining, access to the Software.

5. Customer Data

a. Customer shall own all rights, title and interest in and to all Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data.

b. If installed on-premise, Customer is responsible for maintaining all back-ups of their data. If hosted by Vet Space, Vet Space shall follow its back up and archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy shall be for Vet Space to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Vet Space. Vet Space shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Vet Space to perform services related to Customer Data maintenance and back-up).

c. If Vet Space processes any personal data regulated by the EU General Data Protection Regulation (Regulation 2016/679) on Customer's behalf when performing its obligations under this Contract, Customer shall be the data controller and Vet Space shall be the data processor and, in any such case, the terms and conditions in Exhibit A, attached hereto and incorporated herein, shall apply.

d. In addition,
(a) Customer shall ensure that Customer is entitled to transfer the relevant personal data to Vet Space so that Vet Space may lawfully process the personal data in accordance with this Contract;

(b) Vet Space shall process the personal data only in accordance with the terms of this Contract in order to provide the Software and the Services and in accordance with any lawful instructions reasonably given by Customer from time to time;

(c) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage; and

(d) Customer agrees that Vet Space may store Customer's name and other information obtained during the sales and support process in a computerised directory for internal use only.

6. Vet Space's obligations

a. Vet Space undertakes that the Services will be performed substantially in accordance with the Software Specification and with reasonable skill and care. The foregoing

shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to Vet Space's instructions or modification or alteration of the Software by any party other than Vet Space or Vet Space's duly authorised contractors or agents. If the Software does not perform substantially in accordance with the Software Specification, Vet Space will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of this clause 6(a). Notwithstanding the foregoing, Vet Space does not warrant that the Customer's use of the Software and the Services will be uninterrupted or error-free.

b. This Contract shall not prevent Vet Space from entering into similar contracts with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Contract.

c. Vet Space shall have the right to terminate, at any time, any licensing or services that it ceases to offer to all customers.

7. Customer's obligations

a. Customer shall:

(a) provide Vet Space with:

(i) all necessary co-operation in relation to this Contract; and

(ii) all necessary access to such information as may be required by

Vet Space in order to render the Services, including but not limited to Customer Data, security access information and software interfaces to the Customer's other business applications;

(b) comply with all applicable laws and regulations with respect to its activities under this Contract; and

(c) carry out all other Customer responsibilities set out in this Contract or in any the Order in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by the parties, Vet Space may adjust any timetable or delivery schedule set out in this Contract as Vet Space deems necessary.

b. If hosted by Vet Space, Customer acknowledges that the Fees for the Services have been calculated on the basis of the Customer's Standard Usage Patterns. If, in the reasonable opinion of Vet Space, Customer uses an excessive amount of data transfer (bandwidth) and/or excessive storage capacity in any single month than Vet Space may, at its discretion:

(a) Limit or "throttle" Customer's bandwidth or capacity; and/or

(b) Charge Customer the reasonable costs as a result of that excessive usage (such charges to be paid in accordance with clause 8 below).

8. Charges and payment

a. Customer shall pay the Fees relating to licenses as set forth in the Order in advance on an annual basis or monthly basis by direct debit for the duration of this agreement.

On an annual basis within the term (if the term on the order is more than 12 months), Vet Space may adjust the price of the Fees in any Order in accordance with the percentage increase in the Consumer Prices Index during the previous twelve (12) months. Vet Space will give Customer not less than one month's prior notice of any proposed increase and such notice may be by email, notwithstanding any other provision of the Agreement to the contrary. The adjusted price of the Fees shall be deemed to apply with effect from the relevant anniversary of the Commencement Date.

b. Fees for additional services will be invoiced as incurred and each invoice is due and payable fourteen (14) days after the invoice date.

c. All amounts and fees stated or referred to in this Contract are exclusive of any taxes, including Value Added Tax, which shall be added to Vet Space's invoice(s) at the appropriate rate.

d. Customer understands and agrees that all amounts owed and payments are non-cancellable and non-refundable.

e. If Vet Space has not received payment within five (5) days after the due date, and without prejudice to any other rights and remedies of Vet Space:

(a) Vet Space shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9. Change Orders

a. If Customer requests a change (whether to increase the number of Licensed Users or otherwise), Vet Space has no obligation to agree to the change unless and until the parties have agreed in writing the necessary variations to its charges, the Order and any other relevant terms of this Contract to take account of the change.

10. Proprietary rights

a. Customer acknowledges and agrees that Vet Space and/or its licensors own all intellectual property rights in the Software and the Services. This Contract does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services or any related documentation.

b. Vet Space confirms that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under the terms of this Contract.

c. Vet Space shall have the option to register the Software with the National Computing Centre ("NCC") in escrow in the event of bankruptcy and, for the duration of any

such registration, Customer may participate in the applicable NCC program, subject to the program's terms and conditions.

11. Confidentiality

a. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Contract. The parties acknowledge and agree that any pricing terms hereunder constitute Vet Space's Confidential Information.

b. A party's Confidential Information shall not include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party; or
- (b) was in the other party's lawful possession before the disclosure; or
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

c. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Contract.

d. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.

e. Customer acknowledges that the Software, the results of any performance tests of the Software and the Services constitute Vet Space's Confidential Information.

f. Vet Space acknowledges that the Customer Data is the Confidential Information of Customer.

g. No party shall make, or permit any person to make, any public announcement concerning this Contract (except as provided in clause 16.a) without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

h. This clause 11 shall survive termination of this Contract, however arising.

12. Warranty and Indemnity

a. For the period of ninety (90) days after the Installation Date, Vet Space warrants that the Software will substantially conform to the Software Specification as described in the

manual published from time to time on Vet Space's website, currently located at <http://manual.vetspace.cloud>. Vet Space may update its manual from time to time, provided such changes will not materially and substantially reduce the Software's functionality, unless such changes are required by applicable law. Vet Space does not warrant that the Software will be error-free or that errors will be remedied.

b. The said warranty shall be subject to the Customer complying with its obligations under the Contract and to there having been no alterations made to the Software by any person other than as authorised by Vet Space.

c. Vet Space shall have no liability or obligation under the said warranty other than to make reasonable efforts to remedy errors and defects in the Software by the provision of materials and services within a reasonable time and without charge to Customer.

d. Customer acknowledges that the Software has not been written to meet Customer's individual requirements and that the Software is a standard product. Accordingly, it is Customer's responsibility to rely on its own skill and judgment to ensure that the facilities and functions of the Software meet its requirements.

e. Vet Space excludes all other representations and warranties regarding the Software, including express or implied warranties of fitness for purpose.

f. Vet Space is not responsible for any delays, delivery failures, or other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. Customer acknowledges that the Software and Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

g. Vet Space is not responsible for any defects in equipment or consumables provided by Vet Space or another supplier.

h. Customer shall defend, indemnify and hold harmless Vet Space against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Customer's use of the Software or any Services, provided that Vet Space provides reasonable co-operation to Customer in the defence and settlement of such claim, at the Customer's expense.

i. Subject to the limitations of liability in clause 13, Vet Space shall defend the Customer, its officers, directors and employees against any claim that the Software infringes any United Kingdom patent effective as of the Commencement Date or copyright, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) Vet Space is given prompt notice of any such claim;
- (b) Customer provides reasonable co-operation to Vet Space in the defence and settlement of such claim, at Vet Space's expense; and
- (c) Vet Space is given sole authority to defend or settle the claim.

j. In the defence or settlement of the claim, Vet Space may obtain for Customer

the right to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Contract without liability to the Customer. Vet Space shall have no liability if the alleged infringement is based on:

- (a) a modification of the Software by anyone other than Vet Space; or
- (b) Customer's use of the Software in a manner contrary to the instructions given to Customer by Vet Space; or
- (c) Customer's use of the Software after notice of the alleged or actual infringement from Vet Space or any appropriate authority; or
- (d) Any unauthorized access to or use of the Software.

k. The foregoing states Customer's sole and exclusive rights and remedies, and Vet Space's entire obligations and liability, for patent, copyright, database or right of confidentiality infringement.

13. Limitation of liability

a. This clause 13 sets out the entire financial liability of Vet Space (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with this Contract;
- (b) in respect of any use made by Customer of the Services, the Software, the Deliverables or any part of them, or equipment or consumables provided by Vet Space; and
- (c) in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

b. Except as expressly and specifically provided in this Contract:

- (a) Customer assumes sole responsibility for results obtained from the use of the Software, the equipment, consumables, and the Services by Customer, and for conclusions drawn from such use. Vet Space shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Vet Space in connection with the Services, or any actions taken by Vet Space at Customer's direction; and
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.

c. Nothing in this Contract excludes the liability of Vet Space:

- (a) for death or personal injury caused by Vet Space's negligence; or
- (b) for fraud or fraudulent misrepresentation.

d. Subject to clause 13.c :

- (a) Vet Space shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or

similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Contract; and

(b) Vet Space's total aggregate liability in contract (including any indemnity obligations), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the lesser of: (i) the price paid by Customer to Vet Space for license fees during the twelve (12) months preceding the date on which the claim arose and (ii) £20,000.

14. Term and Termination

a. This Contract shall commence on the Commencement Date and shall continue so long as any Orders between Vet Space and Customer are outstanding, unless otherwise terminated as provided in this clause 14.

b. Without affecting any other right or remedy available to it, either party may terminate this Contract 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 Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ten (10) days after being notified in writing to do so;

(b) 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; or

(c) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

c. Vet Space may terminate this Contract and the Software Licence if Customer fails to pay the annual Fee for Maintenance and Support within ten (10) days of a reminder from Vet Space that such Fee is overdue.

d. On termination of this Contract for any reason:

(a) all licences granted under this Contract shall immediately terminate;

(b) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;

(c) Vet Space may destroy or otherwise dispose of any of the Customer Data in its possession unless the Customer has purchased separate read-only licenses from Vet Space or Vet Space has received, prior to termination of the Agreement, a written request from the Customer for Vet Space to deliver to the Customer the most recent back-up of the Customer Data, which the Customer shall pay for at Vet Space's then-current rates. Vet Space shall use reasonable commercial endeavours to deliver the back-up to the Customer within thirty (30) days of its receipt of such written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Vet Space in returning or disposing of Customer Data;

(d) any outstanding Fees owed to Vet Space by Customer shall immediately be payable in full, including any annual Fees payable on a monthly basis by Customer;

(e) Customer shall delete any copies of the Software in its possession and certify to Vet Space that it has deleted any and all copies of the Software; and

(f) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

15. Force majeure

a. Neither party shall be in breach of this contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Vet Space or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non- performance continues for six months, the party not affected may terminate this Contract by giving thirty (30) days' written notice to the other party.

16. General

a. Publicity

(a) Notwithstanding any provision in this Contract to the contrary, Customer agrees that Vet Space may include Customer's name, URL link and image on client lists (including Vet Space's public-facing website and/or social media and other marketing media from time to time).

b. Assignment and subcontracting.

(a) Vet Space may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

(b) Customer shall not, without the prior written consent of Vet Space, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

c. **Notices.** Any notice required to be given to a party in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.

d. **Severance.** If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, the parties agree that the remaining provisions of this Contract will not be affected by such determination, that the provision in question must be replaced by the lawful provision that most nearly embodies the original intention of the parties and that this Contract will in any event otherwise remain

valid and enforceable.

e. No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

f. Third parties. A person who is not a party to the Contract shall not have any rights under or in connection with it.

g. Variation. Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Vet Space.

h. Governing law and jurisdiction. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

i. Modern Slavery Act Disclosure Statement. A current copy of AmerisourceBergen's UK Modern Slavery Act Disclosure Statement is available on Vet Space's website (<https://vetspace.com/wp-content/uploads/2018/03/Modern-Slavery-Act-Transparency-Statement.pdf>).

Exhibit A

DATA PROCESSING ADDENDUM **TO**

Terms and Conditions

THIS DATA PROCESSING ADDENDUM ("ADDENDUM") IS MADE BY AND BETWEEN Vet Space and Customer (each a "Party" and together the "Parties").

BACKGROUND

For the purposes of this Addendum, Vet Space is a processor in relation to the data processing carried out on behalf of Customer in relation to the services provided by Vet Space to Customer.

The purpose of this Addendum is to set out the data protection terms that will apply to any such services to ensure that the data protection rights and freedoms of individuals remain protected in accordance with Applicable Privacy Law(s).

1. Data Protection

1.1. *Definitions:* In this Clause, the following terms shall have the following meanings:

- (a) "controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given in Applicable Data Protection Law; and
- (b) "Applicable Data Protection Law" shall mean any and all applicable data protection and privacy laws including, where applicable, EU data protection law.
- (c) "EU Data Protection Law" means: (i) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); (ii) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable EU Member State laws made under or pursuant to any of the foregoing; in each case as amended or superseded from time to time.

1.2. *Relationship of the parties:* Customer (the controller) appoints Vet Space as a processor to process the personal data described in the Annex A, attached hereto and incorporated herein (the "Data") for the purposes described in the Agreement and/or Annex A (the "Permitted Purpose"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

1.3. *International transfers:* Vet Space will not transfer the Data outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient (a) in a country that

the European Commission has decided provides adequate protection for personal data, (b) that has achieved binding corporate rules authorisation in accordance with Applicable Data Protection Law, (c) in the United States that has certified its compliance with the EU-US Privacy Shield, or (iv) that has executed standard contractual clauses adopted or approved by the European Commission.

If any Customer Data originates from any country (other than an EEA country) with one or more laws imposing data transfer restrictions or prohibitions and Customer has informed Vet Space of such data transfer restrictions or prohibitions, Customer and Vet Space shall ensure appropriate transfer mechanism (satisfying the country's data transfer requirement(s)) is in place, as reasonably requested by Customer and mutually agreed upon by both Parties, before transferring or accessing Customer Data outside of such country. For the avoidance of doubt, this transfer restriction does not pertain to Customer or its Authorized Users who have access to the Software and Customer Data, and Vet Space shall not be held responsible for actions of Customer or its Authorized Users.

- 1.4. Confidentiality of processing: Vet Space shall ensure that any person it authorises to process the Data (an "**Authorised Person**") shall protect the Data in accordance with Vet Space's confidentiality obligations under the Agreement.
- 1.5. Security: Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Vet Space shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk (as specified in Article 32 of the EU General Data Protection Regulation) to protect the Data (i) from accidental or unlawful destruction, (ii) loss, alteration, unauthorised disclosure of, or access to the Data; and (iii) other risks presented by processing (a "**Security Incident**").
- 1.6. Subprocessing: Customer consents to Vet Space engaging third party subprocessors to process the Data for the Permitted Purpose provided that: (i) Vet Space imposes data protection terms on any subprocessor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and (ii) Vet Space remains liable for any failure of its subcontractor to satisfy its data protection obligations. Customer may object to Vet Space's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Customer may suspend or terminate the Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).
- 1.7. Cooperation and data subjects' rights: Vet Space shall provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, inquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, inquiry

or complaint is made directly to Vet Space, Vet Space shall promptly inform Customer providing full details of the same.

- 1.8. Data Protection Impact Assessment: Vet Space shall provide Customer with reasonable cooperation (at Customer's expense) to enable Customer to conduct any data protection impact assessment that it is required to undertake under Applicable Data Protection Law.
- 1.9. Security incidents: If it becomes aware of a confirmed Security Incident, Vet Space shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Vet Space shall further take such reasonably necessary measures and actions to mitigate the effects of the Security Incident and shall keep Customer informed of all material developments in connection with the Security Incident.
- 1.10. Deletion or return of Data: Upon termination or expiry of the Agreement, Vet Space shall (at Customer's election) destroy or return to Customer all Data in its possession or control. This requirement shall not apply to the extent that Vet Space is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data Vet Space shall securely isolate and protect from any further processing except to the extent required by such law.
- 1.11. Audit: Vet Space shall, upon reasonable notice (no less than thirty (30) days) and not more than once a year (unless there is a material Security Incident), allow its procedures and documentation to be inspected or audited by Customer (or its designee) during business hours in order to ascertain compliance with the obligations set forth in this Data Processing Addendum. For the avoidance of doubt, the scope of such audit shall be limited to documents and records allowing the verification of Vet Space's compliance with the obligations set forth in this Data Processing Addendum and shall not include financial documents or records of Vet Space or any documents or records concerning other customers of Vet Space.

2. Miscellaneous

- 2.1. This Addendum is a part of and incorporated into the Agreement so references to "Agreement" in the Agreement shall include this Addendum.
- 2.2. Except for the changes made by this Addendum, the Agreement remains unchanged and in full force and effect. In relation to the processing of personal data by Vet Space, to the extent there is any conflict or inconsistency between this Addendum and any other terms, agreements or contracts between the Parties, the terms of this Addendum shall prevail.
- 2.3. Clause headings and other headings in this Addendum are for convenience of reference only and will not constitute a part of or otherwise affect the meaning or interpretation of this Addendum.

- 2.4. The provisions of this Addendum are severable. If any phrase, clause or provision is invalid or unenforceable in whole or in part, such invalidity or unenforceability will affect only such phrase, clause or provision, and the rest of this Addendum will remain in full force and effect.
- 2.5. This Addendum shall be governed by and construed in all respects in accordance with the governing law and jurisdiction provisions set out in the Agreement.

Annex A

Data Processing Description

This Annex A forms part of the Agreement and describes the processing that the processor will perform on behalf of the controller.

Controller

The controller is the Customer

Processor

The processor is Vet Space Limited

Data subjects

The personal data to be processed may concern the following categories of data subjects:
Customer's employees or customers

Categories of Data

The personal data to be processed may concern the following categories of data:
Name, address, phone number, and other contact information

Special categories of data (if appropriate)

The personal data to be processed concern the following special categories of data:
None

Processing operations/Permitted Purpose

The personal data will be subject to the following basic processing activities:
In furtherance of the purpose of the Agreement

Exhibit B

Support Services Policy

Definition: The “support items” referred to below includes the “Merlin” Practice Management Software, provided to Customer as a cloud delivered service, or the “Voyager” Practice Management Software provided to Customer as an on-premise installation.

1. Vet Space will provide support during Normal Business Hours. “Normal Business Hours” or “Working Hours” are defined as 8:00am – 5:30pmGMT, Monday through Friday, excluding public holidays in the UK. For emergency support outside of Normal Business Hours, Vet Space will provide a link through to a support engineer. Support engineers are currently available: Monday through Friday from 5:30pm – 8:00pmGMT, on Saturday from 8:00am, - 8:00pmGMT, on Sunday from 9:00am – 1:30pmGMT; and bank holidays 9:00am to 1:30pm. Support calls outside of Normal Business Hours may, at Vet Space’s discretion, be charged according to Vet Space’s standard scale of charges, from time to time.
2. If the Customer at any time discovers any fault with the supported items, it shall as soon as reasonably practicable notify Vet Space of the same.
3. Vet Space shall use reasonable commercial efforts to attempt to correct the fault within the category time scales referred to below using reasonable care and skill. In no event will Vet Space be required to work outside of Normal Business Hours.

Category A:

A fault which makes the support items (or any part thereof) unusable and which has a material effect upon the functionality, accuracy or performance of any function upon which the Customer relies for the efficient conduct of the relevant part of its business. Vet Space will use reasonable endeavours to respond within thirty (30) minutes and attempt to fix the fault within four (4) Working Hours or as soon as possible thereafter.

Category B:

A fault which is not Category A or Category C, i.e. faults that can easily be worked round which do not have a material effect upon the functionality, accuracy or performance of any function upon which the Customer relies for the efficient conduct of the relevant part of its business. Vet Space will use reasonable endeavours to respond to the notification within two (2) Working Hours and attempt to fix the fault within twenty (20) business days of notification or as soon as possible thereafter.

Category C:

A minor cosmetic fault which does not affect the accuracy or performance of the supported items or questions about the setting up or use of the

system. Vet Space will use reasonable endeavours to respond to the notification within four (4) Working Hours and will attempt to fix the fault within six (6) months of notification or as soon as possible thereafter.

4. The Customer acknowledges that Vet Space may provide a temporary, practical work around solution (as opposed to a permanent fix) for a fault; if Vet Space does provide a temporary work-around solution, it will use reasonable endeavours to provide a permanent fix as soon as possible thereafter.
5. Following a software fault correction being completed, Vet Space will make available in a future release to the Customer's cloud account or on-premise installation the corrected version of the object code for the software, including documentation specifying the nature of the correction and providing instructions for the proper use of the corrected version of the software.
6. In the event that Vet Space fails to abide by the terms of this Support Services Policy, the parties agree that the Customer's sole and exclusive remedy shall be Vet Space's performance of an attempt to fix the problem.

Exhibit C

Cloud Hosting Services Policy

Vet Space provides the Merlin Practice Management Software as a hosted service to its customers in a private cloud known as vetspace.cloud, which is currently located within the jurisdiction of the United Kingdom of Great Britain and Northern Ireland. Each customer instance of Merlin on the vetspace.cloud platform is securely accessed via a web browser to its own URL to which this policy is related. Vet Space may modify this policy from time to time by posting an amended policy to Vet Space site at www.mwiah.co.uk (and any successor or related locations designated by Vet Space).

1 Service Availability

The Software is only made unavailable for planned maintenance and upgrade windows of downtime or unplanned maintenance or downtime, otherwise it is “always on” or “in-service”, described as “uptime”. Vet Space will endeavor to communicate any “out of service” planned maintenance downtime a full week before the event and will endeavor to perform maintenance outside of Normal Business Hours. Very occasionally emergency maintenance needs to occur; in such event, Vet Space will endeavor to provide as much notice as is reasonably possible.

Vet Space will endeavor to provide uptime at a level of 99.5% uptime measured over a monthly period (the “Uptime Standard”). If Vet Space does not meet this level of uptime, and so long as the Customer’s account with Vet Space is current, the Customer will be eligible to receive the credits described below. The Customer agrees that these credits are the Customer’s exclusive remedy (and Vet Space’s sole liability) with respect to Vet Space’s inability to meet this level of uptime. Vet Space explicitly disclaims all other remedies, whether in law or equity.

The following constitute permissible downtime and are not included in any uptime calculation:

- Service unavailability caused by scheduled maintenance of the platform used to provide the applicable service (Vet Space will endeavor to provide seven (7) days’ advance notice of service-affecting scheduled maintenance); or
- Service unavailability caused by events outside of the direct control of Vet Space or its subcontractor(s), including without limitation, any force majeure event, the failure or unavailability of the Customer’s systems, the Internet, and the failure of any other technology or equipment used to connect to or access the service.

In addition, Vet Space will endeavor to meet the following recovery objectives:

- **RTO** - or Recovery Time Objective, is the target time to recover IT and business activities. Vet Space's RTO objective is 2 hours.
- **RPO** - or Recovery Point Objective, is to minimize any data loss. RPO is determined by looking at the time between data backups and the amount of data that could be lost in between backups. Vet Space's RPO objective is 30 minutes.

The vetspace.cloud is hosted in a specialist third party data centre. There is a great deal of redundancy built into the configuration at the data centre, but where catastrophic hardware failure does occur, replacement hardware is usually available within four (4) hours.

2. **Service Credits.** Credits are issued as a financial reimbursement if Vet Space does not meet the Uptime Standard for a particular month of the term. Upon approval of a claim, Vet Space will provide the applicable remedy set forth below:

Monthly Uptime Percentage	Service Credit
<99.5% but >= 99.2%	5% of the monthly fee
<99.2% but >= 99.0%	10% of the monthly fee
<99.0% but >= 98.7%	15% of the monthly fee
<98.7%	20% of the monthly fee

Any credit will be applied on request to fees due from the Customer for the service and will not be paid to the Customer as a refund. All claims for credit are subject to review and verification by Vet Space, and all credits will be based on Vet Space's measurement of its performance of the service and will be final.

To receive a service credit for Vet Space's failure to meet the Uptime Standard in a particular calendar month, the Customer must submit a claim via the customer support portal within thirty (30) days of the end of the month during which Vet Space did not meet the Uptime Standard, and include the following information:

- the Customer's name and account number;
- the name of the service to which the claim relates;
- the name, email address, and telephone number of the Customer's designated contact; and
- information supporting each claim, including date, time, and a description of the incident and affected service, all of which must fall within the calendar month for which the Customer is submitting a claim.

3. **Back Up Services**

The Merlin SQL Database for Customer is typically backed up as follows:

- A Transaction backup every 15 minutes.
- A Differential backup after 12 hours (half day roll up of transactions)
- A Full backup once per day
- An off site backup once per day.
- 7 days SQL backup retention.

4. **Data Security**

Connections to Merlin Practice Management Software over the provided URL from the end user are protected by HTTPS peer to peer encryption.