

CONNECTED VET DIGITAL SERVICES AGREEMENT

When Connected Vet Contract with a client the terms that define how we work together consist of this Digital Services Agreement which includes the definitions, terms and conditions set out below and the Schedules as defined below and the costed Statement of Work that the parties sign to signify they have read and understood the rights and responsibilities that accrue to both parties as we work together.

The Parties to the Agreement, the Commencement Date and the Initial Term are as specified on the Statement of Work

TERMS AND CONDITIONS:

1. DEFINITIONS

1.1 In this Agreement the following definitions shall apply:

Additional Services

any services provided by Connected Vet which are outside the scope of the Statement of Work but which may subsequently be provided by Connected Vet in accordance with clause 6;

Applicable Laws

all applicable laws, statutes and regulations from time to time in force;

Arising IP

all (or any part) of the IP written, originated, conceived or made in relation to or arising out of this Agreement and/or the delivery of the Services by, or on behalf of, the Customer or Connected Vet or jointly between the Customer and Connected Vet;

Authorised Users

persons who are authorised by the Customer to use the Services and Service Documentation;

Background IP

any IP owned or controlled by a party as at the Commencement Date and which is provided by such party for use in relation to this Contract and/or the delivery of the Services;

Business Day

any day which is not a Saturday, Sunday or public holiday in England, when banks are open for business;

Business Hours

Connected Vet's regular working hours, being 9am to 5pm UK time on any Business Day;

CMS System

Connected Vet's content management system which enables the Customer to upload content onto the Customer Website in accordance with the User Policy;

Confidential Information

any and all information in whatever form given by either party (the **Discloser**) to the other (the **Recipient**) or acquired by one party from another, in each case about the Discloser's business, affairs, customers, clients or suppliers as well as information generated by either party from the other party's Confidential Information;

Content (Core & Active)

Core content is the written content created specifically for the main body of the Customer's website and which specifically excludes the active content. Core content also includes the

photographic content taken as part of a photoshoot specifically undertaken by the client to populate their website.

Active content specifically applies to the news and email content supplied as part of the CAPI news and customer email service on a monthly SAAS subscription basis;

Contract

this Agreement including the User Policy and the Service Level Agreement and the Statement of Work, which shall be deemed to form and be read together and construed as part of this contract;

Statement of work (SoW)

the order confirmation form provided by Connected Vet to the Customer setting out the Services, Support Services, Software and Fees;

Communication: includes (without limitation) emails, letters, campaigns, social media posts and interactions and letters, in any form whatsoever which the Customer instructs Connected Vet to Publish (in any medium including on paper and electronically) in accordance with the Services;

CRM System

any third party system which the Customer instructs Connected Vet to create a link or reference to in howsoever form on the Customer Website or Site or in accordance with the Services;

Customer Data

the data inputted by the Customer, a consumer, Authorised Users, or Connected Vet on the Customer's behalf for the purpose of using the Services or the Customer Website or facilitating the Customer's use of the Services or the Customer Website;

Customer Website

any website created, hosted, managed on behalf of and/or provided to the Customer by Connected Vet as part of the Services;

Data Protection Legislation

the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

Director

an account director, a managing director or a person of similar equivalent seniority as advised by Connected Vet, in each case of Connected Vet;

Fees

Connected Vet's fees for providing the Services as set out in the Statement of Work;

Force Majeure Event

means any occurrence which hinders, delays or prevents a party in performing any of its obligations under this Agreement which is beyond the control of, and without the fault or negligence of, such party and which by the exercise of reasonable diligence it is unable to prevent or provide against including but not limited to war, civil war, act of God, fires, flood, epidemic, utility disruption, subsidence, strikes, lock-outs, insurrection or riots, embargoes, unavailability of services, failure by any Third Party provider of services and/or changes to requirements or regulations of any governmental authority;

Initial term

The initial term begins on the Commencement Date and runs until 24 months starting from the first month that the Services are delivered. Normally the first month that the Customer's website is launched. If no website is involved then the 24 month period starts from the date that the services are delivered.

Intellectual Property or IP

patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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;

Platform Code

any and all codes created or developed by Connected Vet or on its behalf and/or by its Third Party service providers for the purpose of creating or enhancing a website and email platform;

Publish

includes drafting, writing, sending, communicating, publishing, or posting (in any medium including (without limitation) on paper and electronically) any Communication to any person, business, organisation or any third party in accordance with the Services;

RPI

the UK Retail Prices Index published monthly by the Office for National Statistics;

Representative

any employee, sub-contractor, agent, consultant, permitted assignee of the Customer, or any third party which the Customer appoints, instructs or engages in connection with the Services;

Services

the services to be provided by Connected Vet to the Customer as set out in the Statement of Work which term may include any or all of the Support Services, the Software and the Additional Services where the context requires;

Service Documentation

the document provided to the Customer by Connected Vet from time to time describing the Services, including any documentation providing the Customer with user instructions for the Services;

Service Level Agreement

the service level agreement (if any) between Connected Vet and the Customer set out at Schedule 2;

Site

together or any combination of the Customer Website, any websites used by the Customer for the Services and any other website and the CAPI news & email system and or other Platform Code owned or operated by Connected Vet at any time;

Software

any online applications made available to the Customer by Connected Vet described in the Statement of Work;

Software As A Service (SAAS)

a method of software and content delivery and licensing in which software and content is made available for use via a monthly subscription, rather than bought outright;

Support Hours

the hours for which the Support Services are to be performed;

Third Party

a third party whose components, services, content or materials are used by the parties in relation to the Services, Software or the Customer Website;

UK Data Protection Legislation

all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

User Policy

Connected Vet's user policy appended at Schedule 3 as amended from time to time; and

VAT

value added tax chargeable on the UK

- 1.2 The term "and/or" means either or both of the alternative.
- 1.3 Any reference in this Agreement to a clause or schedule is to a clause or schedule of this Agreement and any reference to a paragraph is to the paragraph of the schedule in which the reference is made unless otherwise stated.
- 1.4 The headings of this Agreement shall not affect its construction or interpretation.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
2. **BASIS OF CONTRACT**
 - 2.1 If there is any conflict between any of the terms of this Agreement then the parts of this Agreement shall prevail and take priority in the following order:
 - 2.1.1 the Statement of Work;
 - 2.1.2 the Service Level Agreement;
 - 2.1.3 the User Policy;
 - 2.1.4 the Schedules (save as specifically described above); and
 - 2.1.5 the main body of this Agreement.
 - 2.2 If there is a conflict between any of the terms of this Agreement and the terms of a non-disclosure agreement between Connected Vet and the Customer (if any) then this Agreement shall prevail and take priority.
 - 2.3 This Agreement shall govern the arrangements between Connected Vet and the Customer to the exclusion of any other terms or conditions.
 - 2.4 Connected Vet's employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Services unless confirmed by a Director of Connected Vet or the Connected Vet Manager (as defined below) in writing.
 - 2.5 Details and/or specifications in brochures and price lists and/or on any website produced by Connected Vet are intended as a guide only and only give a general approximation of the services which may be provided by Connected Vet. The Customer agrees that it has not

relied upon such details and/or specifications unless they are contained in the Statement of Work.

3. DURATION

3.1 This Agreement shall commence on the Commencement Date and shall remain in force for the Initial Term and then continue unless terminated:

3.1.1 in accordance with clause 13 (*Termination*) of this Agreement; or

3.1.2 by Connected Vet serving at least 30 days' written notice on the Customer;

3.1.3 by the Customer serving at least 30 days' written notice on Connected Vet, such notice to expire on an anniversary of the expiry of the Initial Term.

4. SERVICES

4.1 Connected Vet shall provide the Services, the Support Services, the Software and any Additional Services, in accordance with this Agreement and the Statement of Work (and in the case of any Additional Services, an updated Costs Proposal) and shall provide the Support Services (if agreed to in the Statement of Work) in accordance with the Service Level Agreement.

4.2 Connected Vet shall not be obliged to provide the Services if the Customer's use or proposed use is contrary to the instructions of Connected Vet or if the Services are modified or altered by any party other than Connected Vet and/or if the Customer or any person using the Services on the Customer's behalf fails to comply with the User Policy.

4.3 Connected Vet will use reasonable endeavours to perform the Services by the date set out in the Statement of Work, but each such date is to be treated as an estimate only. Time for performance shall also not be of the essence of this Agreement.

4.4 Connected Vet shall appoint a manager for the Services (the **Account Manager**). That person shall have authority to contractually bind Connected Vet on all matters relating to the Services (including by signing Statement of Work's for Additional Services). Connected Vet shall use reasonable endeavours to ensure that the same person acts as Connected Vet's Manager throughout the term of this Agreement but may replace that person from time to time where reasonably necessary in the interests of Connected Vet's business.

4.5 Connected Vet gives no warranty that the Software will be available at all times during the course of the Agreement. In particular, the Software will not be available when:

4.5.1 planned maintenance is needed and the Customer is given as much notice by Connected Vet as is reasonably practicable; and

4.5.2 unscheduled maintenance needs to be performed outside of Connected Vet's Business Hours.

4.6 Connected Vet gives no warranty in relation to any Third Party elements of the Services and/or Software and/or the Customer Website. Connected Vet shall not be liable to the Customer for any loss or damage arising from Third Party actions.

4.7 Connected Vet shall not be obliged to rectify or resolve any actions by a Third Party or any changes made by a Third Party which have an adverse effect on Connected Vet's provision of and/or the Customer's use of the Services, Software and/or Customer Website save that the Customer shall pay all additional costs and all expenses incurred by Connected Vet arising from or connected with the Third Party's adverse actions or changes if Connected Vet agrees (at its option) to rectify or resolve the Third Party's adverse actions.

5. THE CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

5.1.1 provide Connected Vet with all necessary co-operation in relation to this Agreement;

5.1.2 provide Connected Vet with all necessary access to such information and documents as may be reasonably required by Connected Vet in order to deliver the Services, including but not limited to Customer Data, security access

information and configuration services and ensure that they are accurate and complete;

5.1.3 appoint a manager for the Services. That person shall have the authority to contractually bind Connected Vet on matters relating to the Services (including by signing Statement of Work's for Additional Services); and

5.1.4 comply with all applicable laws and regulations and obtain and maintain all necessary licences and consents with respect to its activities under this Agreement and/or as required to enable Connected Vet to provide the Services.

5.2 The Customer shall carry out all its obligations under this Agreement in a timely and efficient manner. If Connected Vet's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees or Representative, then, without prejudice to any other right or remedy it may have, Connected Vet shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer. The Customer shall indemnify and keep indemnified Connected Vet for any costs incurred as a result of the delay.

5.3 The Customer shall ensure that any material uploaded to the Customer Website, either by Connected Vet on the Customer's behalf or directly by the Customer, is not in breach of any Intellectual Property Rights of a third party, that it complies with the User Policy and that it is in compliance with Data Protection Legislation.

5.4 The Customer shall indemnify and keep indemnified Connected Vet against all liability, damages, costs and expenses arising directly or indirectly as a result of or in connection with any claim that content provided by the Customer for the Customer Website infringes any Intellectual Property Rights of any third party or that it is libellous, defamatory or obscene, that it is not in compliance with the User Policy or that it is not in compliance with Data Protection Legislation.

6. CHANGE CONTROL AND PURCHASE OF ADDITIONAL SERVICES

6.1 At any time during the term of this Agreement, the Customer may request changes to the scope or execution of the Services or for Additional Services which are outside the scope of the Statement of Work. No proposed changes shall come into effect until a revised Statement of Work has been signed by both parties. The revised Statement of Work shall set out the proposed changes and the effect that those changes will have on:

6.1.1 the Services;

6.1.2 Connected Vet's existing Fees;

6.1.3 the estimated timetable of the Services; and

6.1.4 any of the terms of this Agreement.

6.2 If the Customer wishes to make a change to the Services and/or to receive Additional Services it shall notify Connected Vet and provide as much detail as Connected Vet reasonably requires of the proposed changes, including the timing of the proposed changes.

6.3 If the parties

6.3.1 agree to a revised Statement of Work, they shall sign it and that Statement of Work shall amend this Agreement and the Customer shall have five (5) Business Days from the date of receipt of the updated Statement of Work to confirm its acceptance and the date of signature by both parties shall be the date from which any adjusted Fees shall be payable and the date on which any changes to the Services shall be made by Connected Vet; or

6.3.2 are unable to agree a revised Statement of Work, then the proposed changes to the scope or execution of the Services and/or the Additional Services shall not form part of this Agreement.

7. SERVICE LEVEL AGREEMENT

7.1 The Support Services will be provided by Connected Vet to the Customer at the levels stated in the Service Level Agreement.

7.2 Connected Vet shall use reasonable endeavours to pass to the Customer the benefit of any warranty, guarantee or service level agreement given by a Third Party in respect of any Third Party services/products provided by Connected Vet as part of the Services, to the extent Connected Vet is able to do so.

8. FEES

8.1 Connected Vet shall invoice the Customer from the Commencement Date for the Fees in accordance with the payment terms in the Statement of Work.

8.2 Connected Vet may increase the Fees on an annual basis with effect from each anniversary of the date of this Agreement in line with the percentage increase in the RPI in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the date of this Agreement and shall be based on the latest available figure for the percentage increase in the RPI.

8.3 Any Additional Services to be provided by Connected Vet or change in the scope or specification of the Services will be payable in accordance with the updated Statement of Work.

8.4 The Customer will pay the Fees to Connected Vet within thirty (30) days of the date of invoice.

8.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Connected Vet any sum due under this Agreement on the due date:

8.5.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.5.1 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

8.5.2 Connected Vet may suspend all or part of the Services including disabling the Customer's password, user account and access to all or part of the Services or Software until payment has been made in full; or

8.5.3 Connected Vet may terminate this Agreement in accordance with clause 13.

8.6 All sums payable to Connected Vet under this Agreement:

8.6.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

8.6.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. CUSTOMER DATA

9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Connected Vet is the processor.

9.3 Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Connected Vet for the duration and purposes of this Agreement.

9.4 Without prejudice to the generality of clause 9.1, Connected Vet shall, in relation to any personal data processed in connection with the performance by Connected Vet of its obligations under this Agreement:

9.4.1 process that personal data only on the documented written instructions of the Customer unless Connected Vet is required by Applicable Laws to otherwise process that personal data. Where Connected Vet is relying on the laws of a member of the European Union or European Union law as the basis for processing personal data, Connected Vet shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Connected Vet from so notifying the Customer;

- 9.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 9.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 9.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (a) the Customer or Connected Vet has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) Connected Vet complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (d) Connected Vet complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 9.4.5 maintain accurate records and information to demonstrate its compliance with this clause 9 and immediately inform the Customer if, in the opinion of Connected Vet, an instruction infringes the Data Protection Legislation.
- 9.5 The Customer consents to Connected Vet appointing such organisation as the Customer shall agree in writing as a third party processor of personal data under this Agreement. Connected Vet confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause_9 and in either case which Connected Vet confirms reflect and will continue to reflect the requirements of the Data Protection Legislation.
- 9.6 The Customer shall indemnify, and keep indemnified, Connected Vet against all costs, demands, claims, liabilities, damages or expenses incurred (whether direct, indirect or consequential) by Connected Vet or for which Connected Vet may become liable due to any failure by the Customer and/or its Representatives howsoever arising to comply with any of its obligations under this clause 9. This clause 9 shall survive termination of this Agreement howsoever arising.
10. **CONFIDENTIALITY OBLIGATIONS**
- 10.1 Each party agrees and undertakes:
- 10.1.1 to keep all Confidential Information of the other party secret and confidential;
 - 10.1.2 not to disclose any part of the other party's Confidential Information to any other person without the Discloser's prior written consent; and
 - 10.1.3 not to directly or indirectly use or disclose the other party's Confidential Information except in the proper performance of this Agreement.
- 10.2 Notwithstanding Clause 10.1, the Recipient may disclose the Confidential Information to its officers and employees, on a need to know basis and who are bound by a written agreement to protect the confidentiality of the Confidential Information.

- 10.3 Each party will be liable under this Agreement for the acts and/or omissions of any agent, employee or subcontractors as if they were its own acts and/or omissions under this Agreement.
- 10.4 Clause 10 does not apply to Confidential Information which:
- 10.4.1 is already in the Recipient's possession prior to this Agreement and which the Recipient is free to disclose without any obligation of confidentiality;
 - 10.4.2 the Recipient can prove was independently developed by it without any reference to the Confidential Information;
 - 10.4.3 is or becomes generally available to the public through no default or omission on the part of the Recipient; and
 - 10.4.4 is required to be disclosed by any law, regulation or request of a competent authority on the condition that the Discloser is given at least five (5) Business Days advance notice of such disclosure if the Recipient is able to do so in accordance with Applicable Laws.

11. **INTELLECTUAL PROPERTY RIGHTS**

- 11.1 Save as otherwise expressly set out in the Statement of Work and subject to Clause 11.2, all IP under this Agreement shall be owned between the parties as follows:
- 11.1.1 all Background IP used in connection with this Agreement shall remain the property of the party introducing it and each party grants the other a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Background IP for the term of this Agreement for the purpose of providing the Services and for the purposes of this Agreement;
 - 11.1.2 any IP owned by any Third Party service provider of Connected Vet, will continue to be owned by that Third Party;
 - 11.1.3 any Arising IP (both existing and future) in the core content, look and feel of any Customer Website and in any bespoke code or core content used to build the Customer Website (but not any Platform Code or any code relating to the Platform Code or any other code) shall, when all Fees have been paid by the Customer to Connected Vet, be assigned by Connected Vet to the Customer with full title guarantee;
 - 11.1.4 any Arising IP (both existing and future) in the active content, of any Customer Website and in any active content used to build the Customer Website shall remain the property of Connected Vet shall who will offer the customer rights to use that content on a month to month basis on payment of the monthly fees by the Customer
 - 11.1.5 any Arising IP (both existing and future) in any code not created solely for the Customer and/or in any Platform Code or any code relating to the Platform Code used and/or created by Connected Vet in connection with this Agreement or otherwise shall vest in Connected Vet and to the extent that the Customer has any interest in it, then Connected Vet may grant a licence for the use of such IP on such terms to be agreed.
- 11.2 The Customer shall not be entitled to any ownership or rights in any of the IP set out in this clause unless and until it has paid in full all Fees.
- 11.3 To the extent that any of the rights assigned under this clause are not wholly and/or validly assigned, the Customer shall hold them upon a bare trust for the full and exclusive benefit of Connected Vet.
- 11.4 Connected Vet may, at its sole discretion and cost, apply for patent or other IP protection in Connected Vet's name for any Arising IP. The Customer shall cooperate with Connected Vet in executing such documents and providing such assistance as may be reasonably required in the prosecution of such application(s) and to ensure that such application(s) will cover, to the best of the Customer's reasonable knowledge, all items of commercial interest and importance.

- 11.5 The Customer shall, at the request and cost of Connected Vet:
- 11.5.1 execute any further documents and/or deeds and do any such things as Connected Vet may require to enable Connected Vet to secure the delivery of information and the benefit of the rights assigned or held in trust in accordance with this Clause 11; and/or
 - 11.5.2 take such action as Connected Vet may reasonably require to assist Connected Vet in bringing or defending any proceedings relating to any Arising IP.
- 11.6 The Customer shall indemnify Connected Vet in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Connected Vet arising out of or in connection with any claim brought against Connected Vet, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Background IP of the Customer.

12. **NON - SOLICITATION**

- 12.1 The Customer shall not, without the prior written consent of Connected Vet, at any time from the date of this Agreement to the expiry of twelve (12) months after the termination of this Agreement, solicit or entice away from Connected Vet or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Connected Vet in the provision of the Services.
- 12.2 Any consent given by Connected Vet in accordance with clause 12.1 shall be subject to the Customer paying to Connected Vet a sum equivalent to 20% of the then current annual remuneration of Connected Vet's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

13. **TERMINATION**

- 13.1 Connected Vet may terminate this Agreement upon ten (10) days' notice if the Customer (or any Affiliate) fails to pay any Fees on time. After 12 months or the initial term this agreement can be terminated by the client with three months' notice and on payment of any outstanding fees.
- 13.2 Connected Vet may terminate this Agreement with immediate effect and without liability to the Customer whatsoever by giving notice in writing to the Customer if the Customer commits a breach of any of its obligations in clause 9 or a breach of the User Policy.
- 13.3 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 13.3.1 the other party commits a material breach of this Agreement;
 - 13.3.2 the other party commits any other breach of this Agreement and if the breach is capable of remedy and has not been remedied within fourteen (14) days of receiving notice requiring it to be remedied, save where the breach is by Connected Vet of a service level under the Service Level Agreement in which case the provisions of the Service Level Agreement shall apply;
 - 13.3.3 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 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - 13.3.4 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 any of its creditors other than (being a company) 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;

- 13.3.5 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 (being a company) 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;
 - 13.3.6 the other party is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by it or any other person in respect of any of these circumstances); or
 - 13.3.7 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 13.4 For the purposes of clause 13.3.1 “material breach” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:
- 13.4.1 a substantial portion of this Agreement; or
 - 13.4.2 any of the obligations set out in clauses 9, 10 or 11,
- over any twelve (12) month period during the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 13.5 Upon and following termination of this Agreement:
- 13.5.1 the Customer shall pay all sums incurred by Connected Vet for which Connected Vet is entitled to raise an invoice under Clause 13.6;
 - 13.5.2 clauses 8, 9, 10, 11 and 13 shall continue to apply; and
 - 13.5.3 Connected Vet shall return all materials, documents and other Customer Data supplied by the Customer.
- 13.6 Unless either party terminates this Agreement upon at least 30 days written notice in the manner permitted under clause 3, Connected Vet shall be entitled to raise an invoice (either before or after the termination of this Agreement) for all costs reasonably incurred by Connected Vet in terminating this Agreement, including:
- 13.6.1 the cost of terminating and handing over Connected Vet’s provision of the Services to the Customer, including returning the Customer Data to the Customer;
 - 13.6.2 any unbilled work in progress for the Services; and
 - 13.6.3 any costs payable to a Third Party relating to the Services, including costs due under the remainder of a contract with any Third Party relating to the Services.
- 13.7 The Customer shall pay any invoice raised under Clause 13.6 in accordance with clause 8.
- 13.8 Termination of this Agreement will not affect either party’s accrued rights as at the date of termination.
14. **LIMIT ON LIABILITY**
- 14.1 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:
- 14.1.1 death or personal injury caused by negligence;
 - 14.1.2 fraud or fraudulent misrepresentation; and
 - 14.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 14.2 Subject to clauses 14.1 and 14.3, Connected Vet's total liability to the Customer under this Agreement shall not exceed the amount paid by the Customer to Connected Vet in the 12 months immediately preceding a claim by the Customer under this Agreement. Connected Vet's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement
- 14.3 Connected Vet shall have no liability to the Customer for any:
- 14.3.1 loss of profits;
 - 14.3.2 loss or damage to goodwill;
 - 14.3.3 loss of agreements or contracts;
 - 14.3.4 loss of anticipated savings;
 - 14.3.5 loss of and loss of use of and/or corruption of data;
 - 14.3.6 loss of use or corruption of Software, data or information;
 - 14.3.7 security breach by any third party in relation to any communications network;
 - 14.3.8 business interruption, loss of business, loss of opportunity and/or production; and/or
 - 14.3.9 consequential losses and/or indirect losses.
- 14.4 The Customer shall give Connected Vet a reasonable opportunity to remedy any matter for which Connected Vet is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so, Connected Vet shall have no liability to the Customer in relation to that matter.
- 14.5 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.
- 14.6 Connected Vet shall not be liable under this Agreement if the Services have not been used in accordance with Connected Vet's instructions or have been modified, customised or altered by any third party or other cause outside the control of Connected Vet.
- 14.7 Connected Vet shall not be liable for any of the Customer's actions in either uploading material to any authorised web space of Connected Vet, or to any other web space on any server.
15. **FORCE MAJEURE**
- 15.1 Neither party shall be liable for any delay or failure in performing its obligations under this Agreement as a result of a Force Majeure Event.
- 15.2 If the event causing such delay or failure continues to prevent, hinder or delay the affected party's performance of its obligations for a continuous period of more than four (4) weeks then this Agreement may be terminated immediately on written notice at the option of the party not affected by the event.
16. **NOTICES**
- 16.1 Any notice under this Agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to the registered office of a party (if a company) or its principal place of business (in any other case) or to such other address as is notified in writing by one party to another for the purposes of this clause.
- 16.2 Any notice or other communication shall be deemed to be given to and received by the addressee:
- 16.2.1 at the time the same is left at the address of or handed to a representative of the party to be served, if on a Business Day, and if not on the next Business Day; and/or
 - 16.2.2 by post on the second Business Day following the date of posting.
- 16.3 In proving the receipt of a notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted.

16.4 For the avoidance of doubt, notice given under this Agreement shall not be validly served if sent by fax or email.

16.5 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. **VARIATION**

No purported variation of this Agreement shall take effect unless made in writing and signed by an authorised representative of each party.

18. **SEVERANCE**

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. **ASSIGNMENT**

Neither may assign its interest in this Agreement without the prior written consent from the other party.

20. **THIRD PARTY RIGHTS**

20.1 Except as otherwise expressly provided by this Agreement, none of the terms of this Agreement shall be enforceable by any person who is not a party to it and the parties may vary this Agreement without any third party's consent, including the Affiliates.

20.2 The Customer shall indemnify and keep indemnified Connected Vet against all costs and expenses incurred by Connected Vet and arising from the performance of Services by Connecting Element for an Affiliate(s) under this Agreement.

21. **ENTIRE AGREEMENT**

21.1 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.

21.2 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 based on any statement in this agreement.

22. **WAIVER**

No waiver by either party of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

23. **GOVERNING LAW**

23.1 This Agreement shall be governed by the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

Statement of Work (SoW)

See the Statement of Work for each client / project

The Fees set out in the Statement of Work for each project or client are subject to any increase in costs caused by the Customer's change to the specification for the Services. Connected Vet may adjust the price set out in this Statement of Work to reflect increases in costs and expenses in providing the Services.

Schedule 2
Service Level Agreement

Our support hours are Monday to Friday 9.00 – 17.30 excluding bank holidays and pre notified dates around the Christmas holidays.

Unless a specific and separate agreement has been entered into Connected Vet aim to respond to queries made withing the support hours within three working days.

If problems develop with a website or any services offered then Connected Vet will employ their best endeavours to put a remedy in place during support hours and in the shortest possible period.

Connected Vet will provide a written Statement of Work, for all projects and services, which must be signed by the client before work can proceed.

Any changes to the scope of an original SoW will be noted in the 'Added or changed items from Proposal' section of the Sow, and the document will be re-signed before work progresses.

OR

A new SoW will be produced.

Website builds will be subject to a timing plan that will be published at the the same time the SoW is signed.

Schedule 3

User Policy

1. What's in this User Policy?

This user policy sets out the content standards that apply at all times when the Customer uploads content to the Site, makes contact with other users on the Site, links to the Site, or interacts with the Site in any other way, or instructs Connected Vet to Publish any Communication, whether as part of the Services or not.

2. Prohibited Uses

- a. The Customer may use the Site only for lawful purposes. The Customer may not use the Site:
 - i. in any way that breaches any Applicable Laws;
 - ii. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - iii. for the purpose of harming or attempting to harm minors in any way;
 - iv. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
 - v. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 - vi. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware,
and shall not instruct Connected Vet to Publish any Communications which may do any of the above
- b. The Customer also agrees:
 - i. not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of our terms of website use which apply from time to time; and
 - ii. not to access without authority, interfere with, damage or disrupt:
 - (a) any part of the Site;
 - (b) any equipment or network on which the Site is stored;
 - (c) any software used in the provision of the Site; or
 - (d) any equipment or network or software owned or used by any third party.

3. Content Standards

- a. These content standards (**Content Standards**) apply to any and all material which the Customer, or its Representatives, contributes to the Site and Communications which the Customer instructs Connected Vet to Publish (**Contribution**), and to any interactive services associated with the Site.
- b. These Content Standards must be complied with in spirit as well as to the letter and apply to each part of any Contribution.
- c. Connected Vet will determine, in its sole discretion, whether a Contribution breaches the Content Standards.
- d. A Contribution must:

- i. be accurate (where it states facts);
 - ii. be genuinely held (where it states opinions); and
 - iii. comply with the law applicable in England and Wales and in any country from which it is posted.
- e. A Contribution must not:
 - i. be defamatory of any person;
 - ii. be obscene, offensive, hateful or inflammatory;
 - iii. promote sexually explicit material;
 - iv. promote violence;
 - v. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - vi. infringe any copyright, database right or trademark of any other person;
 - vii. be likely, in Connected Vet's sole opinion, to deceive any person;
 - viii. breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - ix. promote any illegal activity;
 - x. be in contempt of court;
 - xi. be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - xii. be likely, in Connected Vet's sole opinion, to harass, upset, embarrass, alarm or annoy any other person;
 - xiii. impersonate any person, or misrepresent the identity or affiliation with any person;
 - xiv. give the impression that the Contribution emanates from Connected Vet if this is not the case;
 - xv. advocate, promote or incite any party to commit or assist with any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
 - xvi. contain a statement which the Customer knows or believes, or has reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
 - xvii. contain any advertising or promote any services or web links to other sites unless otherwise agreed in advance and in writing with Connected Vet.

4. CMS Systems

- a. Connected Vet shall only grant access to the CMS Systems to the Customer to manage the content, Contributions and general maintenance of the Customer Website. Connected Vet shall be permitted to terminate and rescind access at its sole discretion at any time in the event of a breach of this User Policy by the Customer or any of its Representatives.
- b. The Customer shall ensure that it, and any Representative, who uses the CMS Systems complies with the terms of this User Policy and has undertaken sufficient training to use the CMS Systems (such training to be at the satisfaction of Connected Vet).
- c. Connected Vet may, at its discretion, grant full access rights to the CMS System, in so far as Connected Vet is permitted, in respect of the Customer Website to nominated persons of the Customer or its Representatives required for the Services. Such nominated persons shall only be given access if they have, to Connected Vet's satisfaction, undertaken sufficient training to manage the level of access they are being given.

- d. The Customer shall remain fully liable at all times for, and shall indemnify Connected Vet, and keep Connected Vet indemnified for, all losses (whether direct, indirect or consequential), liabilities, demands or actions howsoever caused as a result of:
 - i. any Contribution made by the Customer and/or its Representatives and/or its nominated persons under this User Policy;
 - ii. any act or omission howsoever arising by any third party as a result of the CRM System and/or CMS System;
 - iii. any act or omission of the Customer and/or its Representatives and/or its nominated persons as a result of access to Site;
 - iv. any issues, errors or misconfiguration of systems by the Customer and/or its Representatives and/or its nominated persons; and/or
 - v. Any access granted to any third party including (without limitation) Ecommerce and CRM data.
- e. Connected Vet shall not be liable to any third party howsoever arising for any act or omission of any third party under this User Policy or in connection with the CRM System.
- f. Direct access to the website files is only available to Connected Vet. Access can be arranged for third parties to the extent that access is required to complete work on the CMS Systems or the Site, at Connected Vet's sole discretion, subject to Connected Vet's right to revoke such access at any time. To gain such access, the relevant third party must be able to provide a static IP address to be given access through the firewall. The relevant third party agrees to comply with the terms of this User Policy for the duration of its access.

5. Breach of this Policy

- a. When Connected Vet considers that a breach of this User Policy has occurred, Connected Vet may take such action as Connected Vet deems appropriate.
- b. Failure to comply with this User Policy constitutes a material breach of the terms of use upon which the Customer is permitted to use the Site, and may result in Connected Vet taking all or any of the following actions:
 - i. immediate, temporary or permanent withdrawal of the Customer's right to use the Site;
 - ii. immediate, temporary or permanent removal of any Contribution uploaded by the Customer and/or its Representatives and/or its nominated persons to the Site;
 - iii. issue of a warning to the Customer;
 - iv. issue legal proceedings against the Customer for reimbursement of all costs on an indemnity basis whether direct, indirect or consequential (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - v. take further legal action against the Customer; and/or
 - vi. disclose such information to law enforcement authorities as Connected Vet reasonably feels is necessary or as required by law.
- c. The actions Connected Vet may take are not limited to those described above, and Connected Vet may take any other action Connected Vet reasonably deems appropriate.