

Veterinary Insights Limited

Terms and Conditions of Service – May 2021

Parties

- (1) Veterinary Insights Limited incorporated and registered in England and Wales with company number 06338931 whose registered office is at Unit 5, The Old Stables Hoadlands Farm, London Road, Handcross, West Sussex, England, RH17 6HB (the "Provider")
- (2) The entity set out in the relevant order form (the "Customer")

1. Definitions

"**Agreement**" means these Terms and Conditions together with the Subscription agreed between the parties and accepted by the Customer, in accordance with clause 3.

"**Animal Health Professional**" means any following listed person below: graduate veterinarians, veterinary students, staff employees or consultants of veterinary practices or of public or private institutions, researchers and teachers in biological and medical sciences, employees of animal health laboratories, companies or employees of companies whose activity is directly related to animal health.

"**Application**" means software published by the Provider available to the Customer in SaaS mode or as an application for tablets or other mobile devices.

"**Contents**" means any text still, or moving images of all kinds available to the Customer under the Services in accordance with these terms and conditions.

"**PE**" means professional establishment, understood as the unique group of one or more animal health professionals who work together collectively.

"**Services**" means services provided by the Provider such as VisioCare Consult digital service, including access to contents through the applications and updates; VisioCare TV digital service, including access to contents through the website www.visiocaretv.com; VisioCare Home, including access to contents for Customers' website.

"**Site**" means the websites available at the URL www.medioproductions.com, www.visiocaresuite.com, www.visiocaretv.com as well as the related sub-sites, mirror sites, any other sites that may be added to the Services by the Provider from time to time, including where the Provider changes portals and/or URLs.

"**Subscription**" means temporary and private access to the Services for the number of users set out in the order.

2. Provision of the Services

The Provider offers the Customer to access the Services in SaaS mode from their computer and/or from a supported mobile device application. The Services are only available to veterinarians and Animal Health Professionals and the Customer warrants that they, and any users that will access the Services through their Subscription, are, and will remain throughout the Term of the Subscription, an Animal Health Professional. The Service is provided to one or more Animal Health Professionals working in the same PE and for the number of users who have subscribed.

3. Acceptance of these Terms and Conditions

Acceptance of these Terms and Conditions will be indicated by ticking the box provided for this purpose on the website, by signing a contract or purchase order, or by accessing the Services.

4. Access to the Service and Subscription

4.1. Access to the Service

4.1.1. Subject to the Customer purchasing a Subscription and complying at all times with this Agreement, the Provider hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Customer to use the Services during the Subscription Terms solely for the Customers internal business operations.

4.1.2. Access to the Service requires registration by the PE. Registration allows all Animal Health Professionals of that PE to subscribe individually (subject to an adequate number of users being purchased in the subscription). Depending on the particular Service being subscribed to, an initial registration fee may be payable. Except in the circumstances set out in clause 4.1.3 this initial registration fee is payable only once per PE.

4.1.3. An additional registration fee will become due where (i) there is a break in a Subscription; or (ii) where the customer is paying for the Service in monthly instalments and one or more of those monthly instalments is not paid; or where there is a new request for a new Subscription or Service.

4.1.4. Each registration will be associated with a Subscription for access to the Service for a set period (the "Subscription Term") and a set number of users. The Customer will receive confirmation of the Subscription to email address used for registration.

4.2. **Subscription Term.** The Subscription Term shall be as set out on the order (which may be concluded in paper form or electronically) and unless otherwise stated on the order the following shall apply:

4.2.1. **Direct Debit contract.** The Subscription shall start on access being provided to the Services and continue for an initial minimum twelve (12) month term. The Subscription will thereafter continue until either party serves on the other a 30 day prior written notice of cancellation.

4.2.2. **1-year contracts.** The Subscription shall start on access being provided to the Services and continue for twelve (12) months (the "One Year Subscription Term"). After the first One Year Subscription Term and any subsequent One Year Subscription Term, the Subscription will automatically renew for a further twelve (12) month period unless either party gives written notice of cancellation to other at least 30 days before the expiry of the then current One Year Subscription Term.

4.2.3. **3-year contracts.** The Subscription shall start on access being provided to the Services and continue for thirty-six (36) months (the "3 Year Subscription Term"). After the first 3 Year Subscription Term and any subsequent 3 Year Subscription Term, the Subscription will automatically renew for a further thirty-six (36) month period unless either party gives written notice of cancellation to other at least 90 days before the expiry of the then current Three Year Subscription Term.

4.2.4. If the payment for any invoice is not received, in cleared funds, by the due date, then the Provider reserves the right to suspend the Subscription and restrict the Customer's access to the Service. Such suspension will continue until all outstanding sums (including the Provider's reasonable costs associated with the late payment) are received in full or the Subscription is termination in accordance with clause 4.3.1.

4.3. Termination for Cause

4.3.1. The Provider may terminate the Subscription and remove Customer's access to their account and/or the Service with immediate effect by giving written notice to the Customer if: (a) the Customer commits a material breach these Terms and Conditions which is incapable of remedy or (if such breach is capable of remedy) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or (b) the Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For the avoidance of doubt, for the purposes of this clause 4.3.1 non-payment of any invoices or outstanding sums by the Customer shall be considered a material breach.

4.3.2. Where the Subscription is terminated in accordance with clause 4.3.1 any fees outstanding for the remaining Subscription Term will fall due and the Provider will be entitled to recover any reasonable costs incurred related to the early termination and recovery of any outstanding sums.

4.3.3. Termination of the Subscription under this clause 4.3 against is without prejudice to any other rights the Provider may have.

5. PRICE and PAYMENT

5.1. **Price.** The effective prices are those shown on the order form on the day of order and are only valid for that Subscription.

5.2. In the event there is a break in the Subscription, or at the end of the Subscription Term the amount of the subscription renewal price shall be the rate in force at that time.

5.3. Terms of Payment

5.3.1. Payment of the registration fee (if applicable) in full is required before commencement of the Services.

5.3.2. The subscription fee for a Direct Debit contract must be paid monthly in advance by a valid payment card or by Direct Debit. The Customer authorises the Provider to take monthly payments from the payment card details provided on the order or otherwise agrees to maintain the Direct Debit for the duration of the Subscription Term.

5.3.3. The subscription fee for each One Year Subscription Term must be paid in full in advance.

5.3.4. The subscription fee for each Three Year Subscription Term must be paid in full in advance.

5.3.5. Where the Customer is paying the Subscription fee fully in advance the Provider will send the Customer an invoice for the registration fee and the full Subscription fee.

5.3.6. Invoices are due on receipt.

6. OBLIGATIONS OF THE PARTIES

6.1. Obligations of the Provider.

6.1.1. The Provider warrants that the Services will be performed substantially in accordance with details set out on the website: www.visiocarevetviewer.co.uk.

6.1.2. The Provider will from time to time add new content and revise and amend existing Contents and will use reasonable commercial endeavours to ensure Contents is up to date, however due to the changing nature of scientific knowledge and evolution the Provider does not warrant that the Contents will represent the latest thinking in the field.

6.1.3. The Provider reserves the right to update, change, or remove elements of the Content or the available through the Services when necessary for scientific, medical, or legal reasons and the Provider has no obligation to provide to the Customer any particular version of the Contents.

6.2. Obligations of Customer

6.2.1. VisioCare Consult Service is designed to assist the Animal Health Professional the image diagnostic and therapeutic explanations or advice that the Animal Health Professional may have to give to their clients as part of the consultation concerning the client's animals. The Customer is solely responsible for selecting the Contents to be used, the information chosen, its suitability or conformity for a particular clinical purpose, and what use shall be made of the information. The use of the Contents is the sole responsibility of the Customer.

6.2.2. The Contents offered on the VisioCare Consult application is not for use as a diagnostic tool or to perform any medical procedure. The Contents may under no circumstances be treated or be substituted for a consultation and the use does not replace the opinion of the medical practitioner or the Animal Health Professional. Notwithstanding the foregoing, an AHP may use photographs and videos provided by the end customer using the functionality of the Application for diagnostic purposes.

6.2.3. VisioCare TV and VisioCare Home animations or videos is only meant to be displayed in the waiting area and on the website of the Customer. The Contents may under no circumstances be treated or be substituted for a consultation and the use does not replace the opinion of the medical practitioner or the Animal Health Professional.

6.2.4. The Customer must use the Service in accordance with this Agreement and in accordance with the Provider Acceptable Use Policy (available at www.visiocarevetviewer.co.uk/terms).

7. INDEMNITY

7.1. The Customer shall defend, indemnify the Provider against third party claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that: (i) the Customer is given prompt notice of any such claim; (ii) the Provider provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (iii) the Customer is given sole authority to defend or settle the claim.

7.2. The Provider shall defend the Customer, its officers, directors and employees against any claim that the Services infringes any United Kingdom patent effective as of the start of the Subscription, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: (i) the Provider is given prompt notice of any such claim; (ii) the Customer provides reasonable co-operation to the Provider in the defence and settlement of such claim, at the Provider's; and (iii) the Provider is given sole authority to defend or settle the claim.

7.3. In the defence or settlement of any claim, the Provider may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 7 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

7.4. In no event shall the Provider, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (i) a modification of the Services or Documentation by anyone other than the Provider; or (ii) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Provider; or (iii) the Customer's use of the Services after notice of the alleged or actual infringement from the Provider or any appropriate authority.

7.5. The foregoing and clause 7.2 states the Customer's sole and exclusive rights and remedies, and the Provider's (including the Provider's employees, agents and sub-contractors) entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

8. LIMITATION OF LIABILITY

8.1. Except as expressly and specifically provided in this agreement:

8.1.1. the Customer assumes sole responsibility for the results obtained from the use of the Services and for any conclusions drawn from such use. The Provider shall have no liability for any damage caused by errors or omissions in any information or instructions provided to the Provider by the Customer in connections with the Services, or any actions taken by the Provider at the Customer's direction;

8.1.2. 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 agreement; and

8.1.3. the Services and any related documentation are provided to the Customer on an "as is" basis.

8.2. Nothing in this agreement excludes the liability of the Provider for:

8.2.1. death or personal injury; or

8.2.2. fraud or fraudulent misrepresentation.

8.3. Subject to clauses 8.1 and 8.2:

8.3.1. the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, 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 agreement; and

8.3.2. the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 7.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription fees paid for the Subscription during the 12 months immediately preceding the date on which the claim arose.

9. INTELLECTUAL PROPERTY

9.1. The Customer acknowledges and agrees that the Provider and/or its licensors own all intellectual property rights in the Services and any documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or documentation.

9.2. The Provider confirms that it has all the rights in relation to the Services and any documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, this Agreement.

10. GENERAL PROVISIONS

10.1. **Variation.** No variation of this Agreement shall be effective unless it is in writing and is signed by the parties (or their authorised representatives).

10.2. **Force Majeure.** The Provider shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier 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, provided that the Customer is notified of such an event and its expected duration.

10.3. **Severance.** 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. If any provision or part-provision of this Agreement is deemed deleted under this clause 10.3 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.

10.4. **Entire Agreement.** These Terms and Conditions 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.

10.5. **Assignment.** The Customer shall not, without the prior written consent of the Provider, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement. The Provider may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

10.6. **Non-Waiver.** The failure by the Provider to exercise any rights conferred upon it by virtue of these terms and conditions in no way constitutes a waiver of such rights.

10.7. **Governing Law and Jurisdiction.** This agreement 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 the law of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).