

## **Covetrus® Pulse™ Software Onboarding Services Agreement**

*Updated April 2025*

This Covetrus® Pulse™ Software Onboarding Services Agreement (the "Agreement ") is entered into between Covetrus Software Services, LLC ("Covetrus"), and You (the "Client"), individually "Party," and together, "Parties."

### **1. Onboarding Services Description and Timeline.**

- a. Covetrus is committed to providing Clients with effective Onboarding Services to ensure that users of the Software have a positive experience with the Software, leading to improved productivity and better business outcomes.
- b. Covetrus will provide Onboarding Services ("Onboarding Services") to Client for Covetrus® Pulse™ (the "Software"). Onboarding Services may include, but are not limited to: providing tutorials and Onboarding Services appointments to help users understand how to use the software and its various features; Data Conversion of clinic data for use by the Software; offering documentation, user guides, and online help resources that users can access to learn more about the software; conducting user testing and feedback appointments to identify areas where users may be struggling and providing targeted support; assisting with the initial setup and configuration of the software, including integrating it with other systems or applications; and providing ongoing support and assistance to users as they begin using the software in their day-today work. Covetrus will provide all necessary training materials and resources.

### **2. Project Manager.** Both Covetrus and the Client agree to individually assign a resource to act as the Project Manager on behalf of each party for the implementation of Onboarding Services. It is expressly agreed that the Client's Project Manager will act as an authorized decision maker on behalf of the Client. Covetrus' Project Manager shall coordinate with the Client's Project Manager on all activities and timelines related to Onboarding Services. The Project Manager shall be the single point of contact for the Client and Covetrus to discuss and plan the implementation of Onboarding Services.

### **3. Schedule.**

- a. Onboarding Services Timeline. Onboarding Services will begin upon execution of the related quote or order. Covetrus will provide Client a project plan identifying the timeline of Onboarding Services (the Schedule). Covetrus will make commercially reasonable efforts to adhere to the Schedule, but reserves the right to make changes as necessary. Customer commits to making all reasonable effort to remain engaged and follow the mutually agreed upon Schedule.
- b. Missed, Cancelled, or Declined Appointments. Client acknowledges and agrees to commit to the Onboarding Services appointment schedule, as established by Covetrus. Client shall participate in the Onboarding Services appointments as scheduled and shall make best efforts to attend all such appointments. In the event that Client is unable to attend a scheduled Onboarding Services appointment,

Client shall notify Covetrus at least 24 hours in advance of the scheduled Onboarding Services appointment to reschedule the appointment at a mutually convenient time. Failure to comply with this commitment may result in delays or additional fees for Client.

c. Rescheduling Missed, Cancelled, or Declined Onboarding Services Appointments.

If Client misses a scheduled appointment, they must reschedule the appointment at a mutually convenient time with Covetrus and within 7 days of the missed Onboarding Services appointment.

d. Missed, Cancelled, or Declined Onboarding Services Appointments and Refund Policy.

i. Individual Onboarding Services Appointments.

1. If Client misses more than one training Onboarding Services appointment without providing prior notice to Covetrus, Client will be charged a fee of \$250 USD per clinic for each missed Onboarding Services appointment. Client acknowledges and agrees that this fee is a reasonable estimate of the damages incurred by Covetrus as a result of the missed appointment. Payment of this fee shall be due within 14 days of the missed appointment. Covetrus reserves the right to cancel Onboarding Services appointments, revoke Client's access to training materials, and/or terminate Client's Software subscription if Client repeatedly misses scheduled appointments, repeatedly reschedules appointments, or becomes unresponsive. Client will remain responsible for any fees owed to Covetrus.

ii. Entire Onboarding Services Schedule. Client may cancel participation in the entire Onboarding Services up to 7 days after the signature of the related quote for a full refund, if payment has been made. If Client fails to attend without notice, Client will *not* be entitled to a refund. Client will remain responsible for any fees owed to Covetrus.

e. Expiration of Missed, Cancelled, or Declined Appointments and Support.

- i. If Client declines, cancels, or otherwise misses any scheduled Onboarding Services appointments, such appointments shall automatically *expire* on the Onboarding Services end date and the Client shall not be entitled to a conversion of Onboarding Services, extension, or refund for any unused appointments.

f. Additional Appointment-Hours and Custom Onboarding Services.

- i. If Client requires additional appointment-hours beyond the agreed upon number of hours, Covetrus may provide such additional appointment-hours, subject to availability, for an incremental fee to be agreed upon by both parties. Covetrus shall make commercially reasonable efforts to accommodate Client's request for additional appointment-hours, but reserves the right to decline such requests due to capacity constraints.

- ii. If Client has specific needs for additional or custom Onboarding Services beyond the scope of the Onboarding Services description, Client may request such Onboarding Services from the Covetrus. Covetrus shall evaluate Client's request and provide a separate Statement of Work outlining the specific additional or custom Onboarding Services to be provided, the estimated number of appointment-hours required, and the fee to be charged for such Onboarding Services. The Client shall have the right to accept or reject the proposed Statement of Work.
- iii. The parties acknowledge that any additional Onboarding Services appointment hours or custom training provided under this clause shall be subject to the terms and conditions of this Agreement, and that any intellectual property developed or provided during such additional or custom Onboarding Services shall be subject to the intellectual property clause of this Agreement.

4. **Onboarding Services Expectations.**

- a. Covetrus acknowledges the importance of providing a solid knowledge foundation for the Software to the Client and their team. Covetrus will make commercially reasonable efforts to onboard the Client and Client's staff.
- b. Client acknowledges that Covetrus delivers its Onboarding Services on an "as-is" basis, and does not guarantee or commit to any specific outcome. The Onboarding Services provided by Covetrus are not deliverables and do not require Client acceptance. All templates and content provided by Covetrus are created for reference purposes only, and are not intended to be a substitute for the Client's professional judgement and independent setup, evaluation, testing, and other relevant activities. It is the Client's responsibility to determine the appropriate configuration of the Software based on their unique business needs and requirements.
- c. Client acknowledges that Covetrus will provide the Onboarding Services in good faith and with due care and attention, but that the ultimate success of the implementation and use of the system depends on a variety of factors, including the Client's own efforts and decisions.

5. **Onboarding Services and Support Availability.** The Onboarding Services provided by Covetrus to the Client are available during the standard work week in the time zone of the Client. Covetrus cannot guarantee that it will be able to accommodate requests to support activities outside of the normal work week. However, if Covetrus is able to make such accommodations, additional fees may apply. The standard work week is defined as Monday to Friday, 9:00 AM to 5:00 PM in the Client's local time zone, excluding public holidays. The Client acknowledges and agrees that any requests for support services outside of the standard work week are subject to availability and at the sole discretion of Covetrus. Covetrus will make commercially reasonable efforts to accommodate such requests, but

cannot guarantee that they will be fulfilled. The Client shall be responsible for any additional fees incurred for support services provided outside of the standard work week.

**6. Data Conversion.**

- a. Covetrus will assist the Client with Data Conversion from their existing system (“Source System”) to the new Software (“Data Conversion”). Data Conversion is part of Onboarding Services when contracted. The following responsibilities are allocated between the parties:

- i. Client’s Responsibility.

- 1. **Data Pull:** Client shall provide the initial data pull from the Source System within 5 business days of initial contact by Covetrus Project Manager. The Client shall facilitate the data pull by either i) allowing Covetrus access to Client’s on-premise server to initiate the data pull ii) proving Covetrus the requested data files electronically or iii) requesting the required data files from Client’s third-party Cloud Practice Information Management Software (PIMS) and facilitating delivery to Covetrus. Where Client uses a Cloud-based third-party PIMS, Client shall engage with the third party to request Client’s data throughout the entire migration process when necessary for the success of Onboarding Services. Should there be any issues with the data, Covetrus may attempt to contact the Client directly, but it remains the responsibility of the Client to ensure usable data is provided by their current third-party PIMS provider.
    - 2. **Data Audit:** The Client is responsible for conducting a data audit of converted data. The audit will include but is not limited to reviewing records within the new Software for completeness and accuracy.

- ii. Covetrus’ Responsibility.

- 1. Covetrus will make commercially reasonable efforts to minimize errors and missing data during Data Conversion, but cannot guarantee the final quality of the converted data due to external factors such as source third-party PIMs configuration, version, etc. Covetrus will provide guidance and assistance to the Client throughout the Data Conversion process.
    - 2. Covetrus shall not be liable for any missing or corrupted data during the Data Conversion process, regardless of the cause. The Client shall be solely responsible for verifying the accuracy and completeness of the converted data and for implementing any necessary measures to mitigate the risk of data loss or corruption. Covetrus shall not be liable for any damages or losses incurred by the Client as a result of missing or corrupted data, including but not limited to lost profits, business interruption, or data loss. The Client acknowledges that Data Conversion is a complex process and that

there may be factors outside of Covetrus' control that can affect the quality and completeness of the converted data. The Client agrees to indemnify and hold Covetrus harmless from any claims, damages, or losses arising from or related to missing or corrupted data during the Data Conversion process.

**7. Payment.**

**a. Onboarding Services Fees.**

- i. Client agrees to pay Covetrus for the Onboarding Services, as detailed in their quote or sales order.
- ii. The fees for Onboarding Services, including Data Conversion fees, shall be payable in two installments. Fifty percent (50%) of the total fees shall be due and payable at the time of contract signature. The remaining fifty percent (50%) of the fees shall be due and payable upon "Go-Live" of the Software, which is defined as the Client being able to start using the Software for its intended purpose. The fees shall be invoiced by Covetrus and shall be payable within 30 days of the invoice date. In the event of a delay in Go-Live due to reasons beyond Covetrus' control, the remaining fifty percent (50%) of the fees shall still be due and payable on the originally scheduled Go-Live date. The Client acknowledges and agrees that failure to pay the fees in accordance with the terms of this clause may result in delay or termination of the Onboarding Services or suspension of access to the Software until such fees are paid in full. The fees are non-refundable, except as expressly provided in the Agreement.

**b. Reengagement Fees.**

- i. Reengagement fees shall apply to Onboarding Services and Onboarding Services that are stalled or paused by the Client. If a project involving Data Conversion is put on hold for 45 days or longer after the Data Conversion first pass is completed and ready for data audit, an incremental reengagement fee will be added to the Onboarding Services fees in the amount of 50% of the original fee or \$2,000, whichever is higher. If a project without Data Conversion is put on hold for 45 days or longer after the Templates and Documents stage is complete or later, an incremental reengagement fee will be added to the Onboarding Services fees in the amount of 50% of the original fee or \$1,500, whichever is higher. The Client acknowledges and agrees that this clause shall survive the termination of the Agreement.

**8. Termination.**

- a. Covetrus may terminate this Agreement, in whole or in part, without penalty or liability, immediately upon written notice to the Client, if the Client breaches any material term or condition of this Agreement and fails to cure such breach within 30 days of receiving written notice thereof. Covetrus may also terminate this

Agreement at any time, without cause, upon written notice to the Client, provided that Covetrus will refund the prorated portion of any fees paid by the Client for any unused services. In the event of any termination, the Client shall immediately pay to Covetrus all amounts due and owing to Covetrus for services provided prior to the effective date of such termination. The provisions of this Agreement which by their nature should survive termination shall survive, including but not limited to the provisions related to confidentiality, intellectual property, limitation of liability, and indemnification.

9. **Intellectual Property.** Covetrus retains all rights to any intellectual property developed or provided during the Onboarding Services, including the Software, any training materials or documentation, training materials and resources, and Covetrus branding, trade names and trademarks. Except as expressly stated in this Agreement, this Agreement does not grant You any rights to, or in, Intellectual Property Rights, or any other rights or licenses, regarding the Software, Covetrus website, training materials, documentation, or Covetrus branding.
10. **Confidentiality.** Client agrees to keep all training materials and resources confidential and not to share them with any third parties.
11. **Disclaimer of Warranties.** Covetrus makes no warranties, express or implied, regarding the Software or the training provided. Covetrus is not responsible for any errors or omissions in the training materials or resources.
12. **Limitation of Liability.** Covetrus will not be liable for any damages arising out of or in connection with the use of the Software or the training provided.
13. **Governing Law.**
  - a. Client and Covetrus agree that any claim or cause of action arising out of or related to the Service must be commenced within one (1) year after the claim or cause of action arose. Otherwise, such claim or cause of action is permanently barred.
  - b. This Agreement shall be governed by and construed in accordance with the laws of Delaware, USA, excluding its conflicts of law rules. In the event of any conflict between US and foreign laws, regulations and rules, US laws, regulations and rules shall govern.
  - c. Except that either party may seek an injunction or other equitable relief from any court of competent jurisdiction, all disputes between the parties arising out of or in relation to or in connection with this Agreement, or Onboarding Services, shall be settled by binding arbitration in accordance with the JAMS commercial arbitration rules and procedures then in force, by one neutral arbitrator appointed in accordance with the rules. The arbitration shall take place in Delaware, USA. The proceedings shall be in English, all evidence shall be in English (or translated into English) and the governing law shall be as set forth herein. The arbitrator's decision shall be in writing and shall comply with all terms and conditions in the applicable version of this Agreement. The decision and award rendered shall be final and binding on both parties. The parties acknowledge and agree that the Terms of Use and any award rendered pursuant hereto shall be governed by the UN Convention

on the Recognition and Enforcement of Foreign Arbitral Awards. Judgment on the award may be entered in any court of competent jurisdiction.

- d. ANY ARBITRATION UNDER THE TERMS OF USE WILL TAKE PLACE ONLY ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THE TERMS OF USE OR USING THE SERVICE, YOU AND COVETRUS ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between Covetrus and Client and supersedes all prior negotiations, agreements, and understandings, whether written or oral.