

## **WebDVM4 License Agreement**

### **1. ENGAGEMENT**

#### **1.1 Engagement**

The veterinary practice (PRACTICE) is engaging LifeLearn Inc., 367 Woodlawn Rd. Unit #9, Guelph, ON, Canada N1H 7K9, as an independent contractor for the specific project of developing, and maintaining a website to be installed on LIFELEARN's web server. The specifics of the Engagement including fees are as per the order form, which forms part of this Agreement.

### **2. DELIVERY OF SERVICES**

#### **2.1 Services**

By submitting an Order Form, PRACTICE agrees to take and pay for the services and for products (the 'SERVICES') specified in the Order Form, and by accepting Order Form, LIFELEARN agrees to provide on a best efforts basis those services, until 30 days after notice of cancellation is received in writing from PRACTICE.

#### **2.2 Supplemental Services**

In the event PRACTICE requests services in addition to those requested on Order Form, LIFELEARN will use commercially reasonable efforts to provide such Supplemental Services. LIFELEARN will notify PRACTICE of fees for any Supplemental Services in advance of providing those services.

### **3. LIFELEARN OBLIGATIONS**

#### **3.1 Service Level**

Service interruptions may occasionally occur. LIFELEARN will make best efforts to quickly rectify any problem within its control. In the event that PRACTICE experiences one or more Network Downtime periods apart from scheduled notified maintenance, resulting in less than 98% up time per month, upon written request from PRACTICE, LIFELEARN will credit PRACTICE an amount equal to one half of the monthly recurring price of the Service to the PRACTICE (not including price of Supplemental Services). This warranty only applies to the bandwidth equipment and web-hosting services provided by LIFELEARN to the PRACTICE, and not to service interruptions caused by factors outside LIFELEARN's reasonable control, or that resulted from actions or inaction of PRACTICE, or that resulted from PRACTICE'S computer hardware, and/or from third party equipment not within the control of LIFELEARN.

#### **3.2 Service Performance Warranty**

LIFELEARN warrants that it will perform Services in a manner at least consistent with industry standards as reasonably applicable to that performance.

### **3.3 Limitation of Warranty**

Except for the warranties specifically expressed in this Section 3, the Service is provided entirely at the PRACTICE'S risk. LIFELEARN does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. LIFELEARN does not warrant that the Service(s) will be uninterrupted, error-free, or completely secure.

### **3.4 Disclaimer of Certain Actions**

LIFELEARN does not and cannot control the flow of data to or from LIFELEARN's network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the Customer's connections to the internet (or portions thereof). Although LIFELEARN will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, LIFELEARN cannot guarantee that such events will not occur. Accordingly, LIFELEARN disclaims any and all liability resulting from or related to such events.

### **3.5 Confidentiality and Privacy Policy**

LIFELEARN collects certain data provided by PRACTICE and PRACTICE's clients (for example, names, addresses, telephone numbers, e-mail addresses and pet ID and basic medical information) for the purpose of providing password restriction/security and routing of information and requests from PRACTICE's clients to PRACTICE's email account(s). The information collected will remain confidential to LIFELEARN, unless specific authorization is given otherwise. To protect the privacy of PRACTICE and of clients of PRACTICE, LIFELEARN will not sell, provide or share any information of PRACTICE or of PRACTICE's clients.

## **4. PRACTICE OBLIGATIONS**

### **4.1 Warranties of the PRACTICE**

The PRACTICE represents and warrants that the performance of its obligations and use of the Services (by the PRACTICE, its customers and users) will not violate the Acceptable Use Policy or unreasonably interfere with other LIFELEARN customer's use of LIFELEARN services. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, LIFELEARN will have the right, in its sole discretion, to suspend immediately any related Service(s) if deemed reasonably necessary by LIFELEARN to prevent any harm to LIFELEARN and its business. LIFELEARN will provide notice and opportunity to cure such breach if practicable depending on its nature.

### **4.2 Compliance with Law and Acceptable Use Policy**

PRACTICE agrees that it will use the Service(s) only for lawful purposes and in accordance with this Agreement. PRACTICE will comply at all times with all applicable laws and regulations. PRACTICE acknowledges the information it and its users transmit and receive complies with all applicable laws and regulations.

## **5. TERM**

### **5.1 Term**

The term for each Service will commence upon receipt of signed Order Form (the "Commencement Date"). Service will continue automatically for an indefinite term unless PRACTICE notifies LIFELEARN in writing at least thirty (30) days in advance of the intended date of cancellation of the Service.

### **5.2 Termination Option for Chronic Problems**

PRACTICE may terminate this Agreement for cause and without penalty by notifying LIFELEARN within seven (7) days following the end of a calendar month in the event of the following occurring: the PRACTICE experiences more than five (5) Downtime periods each lasting sixty (60) minutes or more during the calendar month. Such termination will be effective thirty (30) days after receipt of such notice by LIFELEARN.

## **6. FEES AND PAYMENT TERMS**

### **6.1 Fees**

PRACTICE will pay all fees due according to the prices and terms listed in the Order Form(s). The prices listed in the Order Form(s) will remain in effect for twelve months from the Commencement Date and will continue thereafter for any further period but LIFELEARN reserves the right to adjust the price of the Service on thirty (30) days notice.

### **6.2 Payment Terms**

Payment for all fees is due fifteen (15) days after the date on each LIFELEARN invoice.

### **6.3 Taxes**

All fees charged by LIFELEARN for Services are exclusive of sales, or other value added taxes, including but not limited to, Goods and Services Tax, Provincial Retail Sales Tax, and Harmonized Tax. The PRACTICE agrees it is responsible for and will pay in full all such taxes.

## **7. INTELLECTUAL PROPERTY OWNERSHIP AND DOMAIN NAME**

### **7.1 Intellectual Property**

Except for the rights expressly granted herein, this Agreement does not transfer from LIFELEARN to the PRACTICE any proprietary technology including software, and all right, title and interest in and to such technology will remain solely with LIFELEARN. Any information submitted by the PRACTICE including text and photos will remain under the ownership of the PRACTICE.

### **7.2 Domain Name**

The PRACTICE assumes all responsibility for selecting its domain name and ensuring its use of such domain name does not conflict with the right of any other person. Without limitation, LIFELEARN shall not be liable to the PRACTICE or any other person for any actual or

threatened termination of the PRACTICE'S right to use a domain name. The domain name remains the property of the PRACTICE. The PRACTICE agrees to pay any third party costs associated with obtaining a domain name and acknowledges that LIFELEARN is the owner of the Internet Protocol number assigned to the domain name and templated website design hosted by LIFELEARN, if any.

## **8. INDEMNIFICATION**

### **8.1 Indemnification**

The PRACTICE agrees to indemnify, defend and hold LIFELEARN harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable lawyers' fees) (collectively, the "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against LIFELEARN or its affiliates alleging (i) the infringement or misappropriation of any intellectual property right by the PRACTICE relating to the delivery or use of the Services(s); and (ii) personal injury caused by the negligence or willful misconduct of the PRACTICE.

## **9. TERMINATION**

### **9.1 Termination For Cause**

Either party may terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from LIFELEARN; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or proceeding for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or proceeding for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. PRACTICE may also terminate this Agreement in accordance with the terms set forth in paragraph 5.2 ("Termination Option for Chronic Problems") of this Agreement.

### **9.2 No Liability for Termination**

Neither party will be liable to the other for any termination or expiration of any Service or this Agreement in accordance with its terms.

### **9.3 Effect of Termination**

Upon the effective date of termination of this Agreement, LIFELEARN will immediately cease providing the Service(s) and any and all payment obligations of PRACTICE under this Agreement for Service(s) provided through the date of termination will immediately become due and payable.

Any information submitted by the PRACTICE including text and photos will remain under the ownership of the PRACTICE.

### **9.4 Survival**

The following provisions will survive any expiration or termination of the Agreement: Sections 3.3, 3.5, 6, 7, 8, 9 and 10.

## 10. MISCELLANEOUS PROVISIONS

### 10.1 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, fire, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the internet (not resulting from the actions or inactions of LIFELEARN), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If LIFELEARN is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, the PRACTICE may cancel the Service(s).

### 10.2 Governing Law; Dispute Resolution

This Agreement is made under and will be governed by and construed in accordance with the laws of the Province of Ontario.

### 10.3 Assignment

PRACTICE may assign this Agreement, in whole, as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. PRACTICE may not otherwise assign its rights or delegate its duties under this Agreement, either in whole or in part, without the prior written consent of LIFELEARN. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

### 10.4 Right to Amend

At any time LIFELEARN may modify terms and conditions of this Agreement effective upon notification in writing to PRACTICE of such modification. Continued use of LIFELEARN'S service provided under this Agreement will be deemed to be acceptance of each of the modifications, which shall thus be incorporated into this Agreement.

### 10.5 Notice

Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by e-mail or other notice published on-line, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed on the Order Form or at such other address as may hereafter be furnished in writing by either party to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed, e-mailed, published on-line, faxed or sent.

### 10.6 Relationship of Parties

LIFELEARN and PRACTICE are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment franchise or agency between LIFELEARN and PRACTICE. Neither LIFELEARN nor PRACTICE will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein. **LIFELEARN and PRACTICE agree LIFELEARN is acting as a common carrier in its capacity of providing the Service(s) and is not a publisher of any material or information and has no right to edit or censor the material or information of its customers.**

### **10.7 Entire Agreement**

This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This Agreement may be changed only by a written document signed by authorized representatives of LIFELEARN and PRACTICE in accordance with this Section. For purposes of this Agreement, the term "written" means anything reduced to a tangible form by a party, including a printed or hand written document, e-mail or other electronic format.