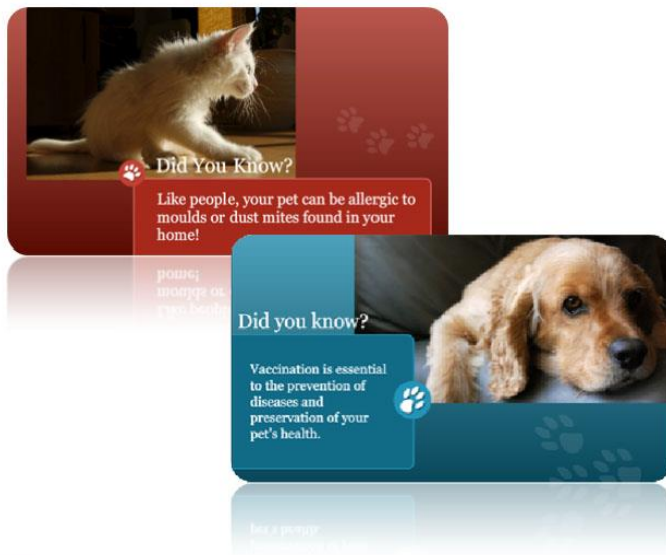


Commitment for service

AdVantage



Revision 34 – May 2019

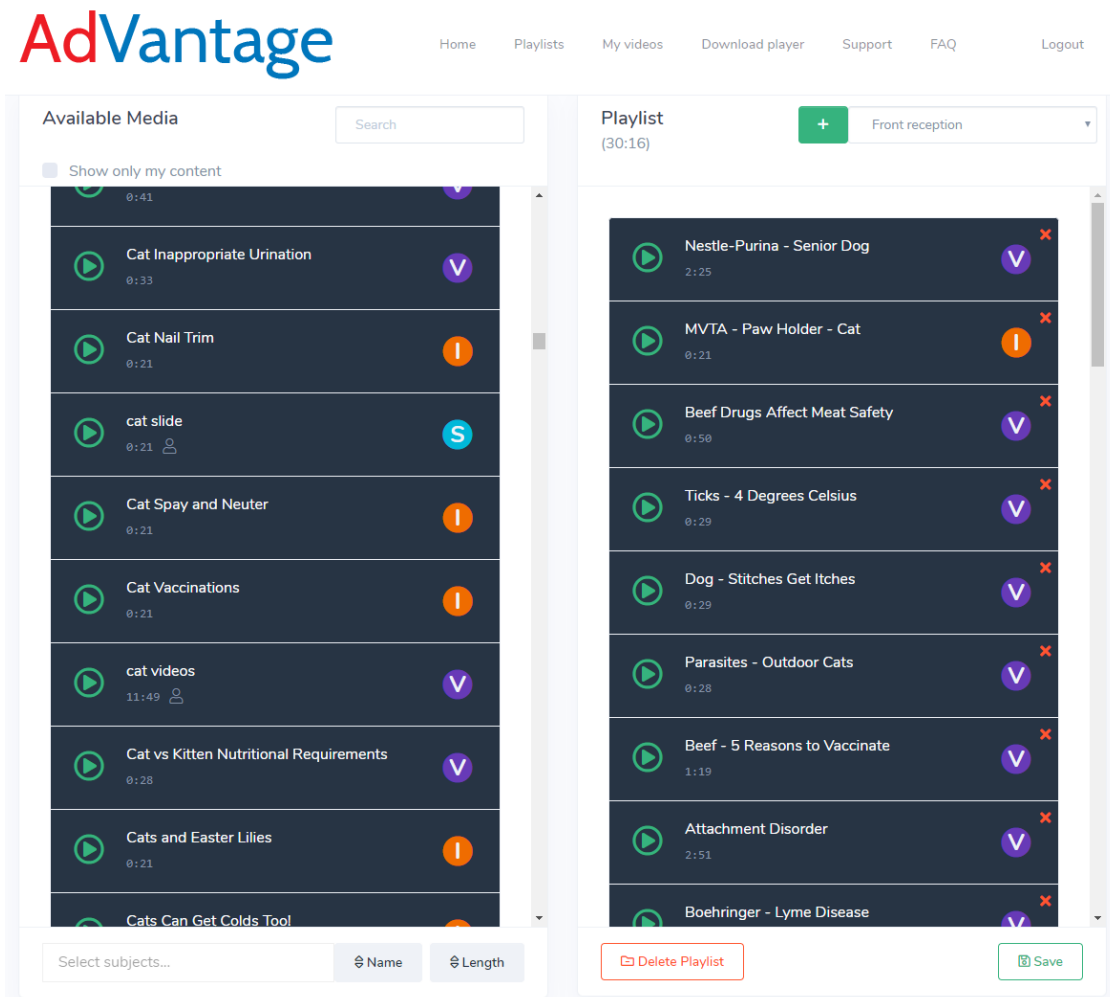
Copyright WDDC

Commitment for service

Welcome to AdVantage™

Advertising and Education Presentation Media for WDDC Members

- Promote clinic, staff, services & products to your clients
- Initiate client questions on animal health issues services or policies
- Numerous preset slides designed by veterinarians
- Upload videos with your specific clinic information
- Several supplier informative videos to intermix in playlist
- Inform clients about seasonal programs for pets & livestock
- Service & support available to active WDDC Members



The screenshot displays the AdVantage web application interface. At the top, the AdVantage logo is on the left, and navigation links (Home, Playlists, My videos, Download player, Support, FAQ, Logout) are on the right. The main content area is divided into two panels.

Available Media Panel:

- Search bar
- Toggle: ☐ Show only my content
- Media list with columns for play button, title, duration, and status icon:
 - 0:41 (V)
 - Cat Inappropriate Urination (0:33, V)
 - Cat Nail Trim (0:21, I)
 - cat slide (0:21, S)
 - Cat Spay and Neuter (0:21, I)
 - Cat Vaccinations (0:21, I)
 - cat videos (11:49, V)
 - Cat vs Kitten Nutritional Requirements (0:28, V)
 - Cats and Easter Lilies (0:21, I)
 - Cats Can Get Colds Tool (0:21, I)
- Footer: Select subjects..., Name, Length

Playlist Panel:

- Playlist title: (30:16)
- Green + button and dropdown menu (Front reception)
- Media list with columns for play button, title, duration, and status icon:
 - Nestle-Purina - Senior Dog (2:25, V)
 - MVTA - Paw Holder - Cat (0:21, I)
 - Beef Drugs Affect Meat Safety (0:50, V)
 - Ticks - 4 Degrees Celsius (0:29, V)
 - Dog - Stitches Get Itches (0:29, V)
 - Parasites - Outdoor Cats (0:28, V)
 - Beef - 5 Reasons to Vaccinate (1:19, V)
 - Attachment Disorder (2:51, V)
 - Boehringer - Lyme Disease (0:21, V)
- Footer: Delete Playlist, Save

AdVantage™ Software offering to WDDC Members

The intent of this software is to allow WDDC MEMBERS to display a series of informational presentations on a video display, typically located in the waiting or exam rooms. This tool is designed to educate and advertise specific information to your clients. It includes, but is not limited, to the following features:

AdVantage™ is a registered trademark of WDDC and specifically refers to a software application intended for use in veterinary practices that are deemed Members with WDDC.

The software and its applications and documents have been developed solely by WDDC and are provided on a no charge basis to WDDC members who are in good standing and who support the Center by purchasing the bulk (>90%) of their products from WDDC*. WDDC reserves the right to adjust this purchase requirement when it deems necessary. WDDC grants the member the right to use the software while the member remains in good standing and continues to fulfil the commitment of purchases through WDDC. In addition WDDC grants the member the right to provide the service visually to its clients. WDDC reserves the right to cancel this agreement with 30 days written notice.

*A member in good standing is defined as a member who's account is current, who is in good standing with their provincial veterinary association and that purchases the majority of their supplies from WDDC.

AdVantage[™] LICENSE AGREEMENT

This Agreement is between *Western Drug Distribution Center Limited* ("WDDC"), and the WDDC member clinic using the software licensed below ("you" or the "Clinic"). It sets out the terms and conditions on which WDDC shall provide access to the *AdVantage*[™] hosted software services and supporting content to your Clinic location (your "Premises") from WDDC's server facilities (the "Facility").

BY USING THE SOFTWARE/SERVICES, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENCE BETWEEN YOU AND THE LICENSOR (WDDC). IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS LICENSE BY CLICKING THE "AGREE/ACCEPT" BUTTON. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AND THE SOFTWARE WAS ACCESSED ELECTRONICALLY, CLICK "DISAGREE/DECLINE".

The Clinic hereby obtains a non-exclusive license to access and benefit from the software and support services for WDDC *AdVantage*[™] licensed software, as well as hosting and storage in respect of multimedia pictures, images, visual and auditory content and Flash based software applications provided to the Clinic for usage with the *AdVantage*[™] software application (collectively, the "Services"). The Services are comprised of WDDC hosting and supporting the *AdVantage*[™] software applications and multimedia content on WDDC servers, as well as the multimedia content provided to the Clinic for usage and manipulation on their local computer hard drives or on WDDC's servers (collectively, the "Software"). Access and usage of the Software and Services shall be via the Clinic's Internet connection for the **Clinic's internal business purposes only while they are a member in good standing with WDDC**, on the following terms:

1. Clinic is granted a bare license to use and access the services and software owned by or under license to and made available by WDDC, to allow Clinic to receive the Services and use the Software. WDDC grants to Clinic permission to remotely access and utilize the assigned servers and other necessary equipment in the Facility to enjoy same. The right to access and enjoy use is not a sale and does not convey any rights of ownership in or to the Software or Services, and WDDC is not granting Clinic any rights whatsoever in the Software source code or copyright. All right, title, and interest in the Software and any modifications thereof, or in any ideas, know-how, and programs developed by WDDC during the term of the Agreement will remain the property of WDDC.
2. During the term of this Agreement, Clinic will not: (i) disassemble, reverse engineer, decompile, defeat license encryption mechanisms, or translate any part of the Software; (ii) modify, adapt, create derivative works based upon, or translate the Services or Software; (iii) transfer, lease, loan, resell for profit or otherwise, distribute or otherwise grant any rights in the Software or Services in any form to any other party, including commercial time-sharing, rental, or service bureau use; (iv) allow a third party to copy, access, or use the Software or Services; (vi) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement.
3. In connection with performance of the Services and provision of Software and at the sole discretion of WDDC, WDDC may provide to Clinic and its authorized users, in addition to the licensed Services and Software, certain materials and multimedia software content, including, without limitation, images, sounds, text, video, computer software (in object code or source code form), data, access to, and use of, computer hardware, hypertext links, documentation or information developed or provided by WDDC or its suppliers under this Agreement, domain names, electronic mail addresses and other network addresses assigned to Clinic, and other know-how, methodologies, equipment, and processes used by WDDC to provide the Services to the Clinic (all such materials to be included as being part of the "Software" license in this

Agreement). **Unless otherwise agreed in writing, all right, title and interest in this Software, and any modifications thereto by the Clinic or otherwise, shall remain solely with WDDC.**

4. The Software may contain software and multimedia content licensed by WDDC from third party software licensors ("Third Party Software"). Clinic acknowledges that Third Party Software may be subject to additional or alternate terms and conditions imposed by the third party licensors, and agrees to be bound by any such terms and conditions. Clinic may use the Third Party Software solely in conjunction with its use of the Software and Services under this Agreement. WDDC shall have no other liability in respect of Third Party Software.

5. WDDC specifically does not warrant that the Services or Software will meet all of Clinic's requirements, that the use of the Services or Software will be uninterrupted or error-free, that patches or workarounds will be provided, or that errors will be corrected in updates. WDDC disclaims any and all liability resulting from or related to any breach of Internet security or disruption of Clinic's connections to the Internet, due to force majeure, third party activities (including denial of service or other external actions), or any reason beyond WDDC's commercially reasonable control.

6. Clinic acknowledges that if any governmental taxes, surcharges, liens or similar costs shall be levied, assessed or charged against WDDC as a result of Clinic's use of the Software or Services and/or this Agreement, then Clinic shall promptly pay same at its own expense. In the event WDDC, in their sole discretion, pays any governmental taxes, surcharges, liens or similar costs, then Clinic agrees to reimburse WDDC upon demand.

7. Clinic represents and warrants that neither it nor any third party will use the Software, Services, Facilities or any equipment therein for unlawful purposes (including, without limitation, infringement of copyright or trademark, misappropriation of trade secrets, wire fraud, invasion of privacy, pornography, obscenity, defamation), or to interfere with, or disrupt, other network users, network services or network equipment. Disruptions include, without limitation, repeated harassment of other network users, wrongly impersonating another user, falsifying one's network identity for improper or illegal purposes, propagation of computer viruses, and using the network to make unauthorized entry to any other machine accessible location, via the network. If WDDC has reasonable grounds to believe that Clinic or any third party is utilizing the Services or Facilities for any such illegal or disruptive purpose, or in the event that the Clinic shall be the subject of a denial of service attack, viral or email relaying action, or any other action which may negatively impact upon any of WDDC's other activity or that of any other persons in the Facility, WDDC may suspend or terminate services immediately, without prior notice to Clinic. Clinic shall defend, indemnify, hold harmless WDDC from and against all liabilities and costs (including reasonable solicitor and client costs on a full indemnity basis) from any and all claims by any person arising out of Clinic's or third parties' use of the Services, including those without consent. Clinic further agrees that it will not use the Software in any way that may cause harm to WDDC, its affiliates, resellers, distributors, service providers and/or suppliers, or any customer thereof.

8. Clinic acknowledges and agrees that WDDC may, but is under no obligation to, monitor, track, or otherwise inspect the website, servers or products at any time to determine Clinic's compliance with this Agreement. WDDC expressly reserves the right, at its sole discretion, to suspend, block and/or remove any content which WDDC reasonably believes is, or may be, in violation of this provision and, if necessary, to block Clinic's access to WDDC's servers. Clinic further acknowledges WDDC's duty to cooperate with any regulatory authority to the fullest extent of the law upon WDDC's receipt of a valid court order, search warrant, subpoena, or authorized agency notification, and agrees that it shall provide all such reasonable assistance as WDDC may request for the purpose of addressing any third party concerns regarding content contained on any website and/or the use of any data generated through the use of the Software. Clinic acknowledges that its failure to comply with this provision may result in the termination of the Services and any license of Software by WDDC without liability.

9. CUSTOMER EXPRESSLY AGREES THAT USE OF THE THIRD PARTY SOFTWARE, SERVICES AND SOFTWARE IS AT CUSTOMER'S SOLE RISK, AND NEITHER WDDC NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE; NOR WDDC OR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE THEREOF. THE THIRD PARTY SOFTWARE, SERVICES AND SOFTWARE ARE MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED EXCEPT AS SET OUT ABOVE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES OR CONDITIONS WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT, OR SUCH MONTHLY COST CREDITS APPLICABLE PURSUANT TO THE TERMS HEREIN. NEITHER WDDC NOR ANYONE ELSE INVOLVED IN DELIVERING OR MAINTAINING THE THIRD PARTY SOFTWARE, SERVICES AND SOFTWARE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE THEREOF OR INABILITY TO USE OR ENJOY SAME OR OUT OF ANY BREACH OF ANY WARRANTY OR CONDITION. IN NO EVENT WILL WDDC'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY CUSTOMER, IF ANY, FOR THE THIRD PARTY SOFTWARE, SERVICES AND SOFTWARE FOR THE TWELVE MONTH PERIOD PRECEDING THE EVENT FORMING THE BASIS OF THE CLAIM. Without limiting the generality of the foregoing, WDDC shall not be liable in respect of any failure or deficiency which may be due to a problem in the actions of WDDC or the Facility, including but not limited to any software or hardware failures, power failure, spikes or brownouts, Internet connection failure, equipment, software or facility functionality or access failure, flooding, fire, HVAC failure or any malfunction. The parties acknowledge and agree that the allocation of risk is reflected in the price paid and is also recognition of the fact that inter alia it is not within WDDC's control how and for what purpose the results of the Services or Software are used by the Clinic. This limitation will apply even if WDDC has been advised of, or is aware of, the possibility of such damages.

10. WDDC or Clinic may cancel the license contained in this agreement without cause upon thirty (30) days prior written notice.

11. This Agreement may not be sold, licensed, subleased, assigned or transferred at any time without the prior written consent of WDDC.

12. Clinic shall keep records of all employees who are permitted users and who will receive a password to use and configure the various portions of the Services open to the Clinic, and take such actions as are necessary in order for it to maintain the confidentiality of, and prevent the unauthorized use of passwords. ***Clinic will immediately notify WDDC in writing if Clinic determines, or has reason to believe, that an unauthorized party has gained access to a password.*** Clinic authorizes WDDC to rely upon any information and/or instructions set forth in any data transmission using the assigned password without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of WDDC. Use of the assigned password, whether or not authorized by Clinic, shall be solely the responsibility of and the risk of Clinic. Clinic shall indemnify, defend, and hold harmless WDDC from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of any Clinic password.

13. This Agreement is governed under the laws of the Province of Alberta, Canada, regardless of conflicts of law principles. Any disputes or legal proceedings arising out of or relating to this Agreement shall as they may pertain to WDDC or its affiliates, at WDDC's election, shall be determined via arbitration in the Province of Alberta, Canada (pursuant to the arbitration rules designated by WDDC), or in the courts in the Province of Alberta, Canada. In

connection with any enforcement action to enforce the provisions and the rights granted by this Agreement, or should litigation arise out of this Agreement, the prevailing party shall be entitled to recover all expenditures including reasonable legal fees and costs on a full reimbursement basis in connection therewith, including appellate proceedings and post-judgment proceedings and costs of prosecution.

- ☐ Yes our clinic would like to commit to the AdVantage™ program and agree to the terms as they have been laid out to me above
- ☐ I currently run a similar program and wish to convert over to Advantage. I approximate my TV and computers to be _____ yrs old.

Clinic Name: _____ WDDC MEMBER # _____

Main Clinic Contact(s): _____ E-mail address: _____

Phone #: () _____ Fax: () _____

Veterinarian / Owner / Authorized Person in charge:

_____/2018
Please print _____ date

Signature

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Fax back to WDDC 800-329-9332

Once clinic commitment letter has been received at WDDC a username and password will be initiated and the contact person listed above will be called to be given the site access information. From there a hardware system requirements instruction page, user manuals & a disk (containing all the images WDDC used to create the static slides currently available on the site) will be forwarded to you.

If you have any questions regarding the above information or installation information contact customer service at 877-746-9332 or 780-413-2163 or mservice@wddc.com