

JDT Analytics Terms of Use and Conditions of Service

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Acceptance of the Terms of Use

Welcome to the Terms of Use and Conditions of Service of JDT Analytics. These Terms of Use and Conditions of Service are entered into by and between JDT Analytics ("Company," "We," or "Us") and You, the Customer identified on the Order Form ("You", "Yours", or "Customer(s)"), as well as users or guests of the website. The following Terms of Use and Conditions of Service, together with any documents they expressly incorporate by reference, collectively, "Terms of Use", govern your access to and use of <https://www.jdtanalytics.com/>, including any products, content, functionality, and services (collectively, the "Services") offered by the Company on or through <https://www.jdtanalytics.com/> (the "Website").

Please read the Terms of Use carefully before you start using the Website. By executing an Order Form that references these Terms, using the Website or our services, or by indicating acceptance of these Terms via click through, electronic signature or other electronic means offered by Company when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use, our Order Form and our General Privacy Policy, found at (<https://www.jdtanalytics.com/privacy-policy>), incorporated herein by reference. You agree that the

purchase made by you and thus this Contract, is binding upon payment for the Services on the Website. If you choose to participate in a free trial sponsored by us or any of our third party affiliates, this contract is binding upon your agreement to participate in the free trial. If you do not want to agree to these Terms of Use, the Order Form or the Privacy Policy, you must not access or use the Website or any services therein.

If you use our Services on behalf of another person or entity, (a) all references to “you” throughout the Agreement will include that person or entity, (b) you represent that you are authorized to accept the Agreement on that person’s or entity’s behalf, and (c) in the event you or the person or entity violates the Agreement, the person or entity agrees to be responsible to us. If you do not agree with or meet all of these requirements, you must not access or use the Website.

1. Company Services and Basis of Contract

- 1.1 JDT Analytics is a unique marketplace provider that offers custom market solutions for veterinarians in the nature of real-time interactive reports, clinic health checks as well as tailored business solutions. Customers purchase the services they need through the website and the Company shall provide the Services in accordance with these terms of use.
- 1.2 Customers can also access the services offered by JDT Analytics through free trials. Free trials are either offered by JDT Analytics or sponsored by third party affiliates offering business services to veterinarians. When participating in a free trial, you will be informed if it’s sponsored by a third party. Free trials are in no way guaranteed and are offered at the discretion of JDT Analytics. Similarly, decisions on which entities can sponsor free trials will be made by JDT Analytics.
- 1.3 JDT Analytics shall use commercially reasonable efforts to provide the services purchased in your Order Form on a non-exclusive, non-transferable, and revocable basis and in accordance with these terms of use.
- 1.4 These terms of use and the accompanying Order Form constitute a contract between you the “Customer” and JDT Analytics for JDT Analytics to provide the Services as purchased and paid for via the Website.
- 1.5 JDT Analytics shall provide the Services in accordance with what the Customer has purchased on the website. In the event that the Customer does not fully understand what Services have been purchased via the Website, JDT Analytics shall provide a description of the Services purchased. In the event that the Customer does not agree with the description of the Services provided by JDT Analytics, they shall either
 - (a) be given the option to proceed as described for the amount paid; or
 - (b) be given a full refund of the exact amount paid (and no more); or
 - (c) accept the Services as described and purchase more services.
- 1.6 Any descriptions of the Services on the Website are provided for information purposes only and whilst the Services shall comply with the descriptions on the Website in material aspects, JDT Analytics reserves the right to amend the description at any time, without notice to the Customer. However, in the event JDT Analytics wishes to change material aspects of the Services, such shall only be amended upon agreement with the Customer.

- 1.7 This Contract shall come into effect on the date and time at which the Customer has purchased and paid for the Services in accordance with clause 1 of these terms and conditions. (“**Commencement Date**”).
- 1.8 JDT Analytics shall use all reasonable endeavors to meet any performance dates specified on the Website, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 1.9 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.10 In the event that you the Customer, fail to contact JDT Analytics following acceptance of this Contract, JDT Analytics shall attempt to contact you the Customer, in the event that JDT are unable to reach you the Customer to obtain data and information within 30 days of acceptance of this Contract, JDT Analytics reserves the right to terminate this Contract and refund you in full on a non-fault basis.
- 1.11 JDT Analytics warrants to the Customer that the Services will be provided using reasonable care, skill and diligence.

2. **Changes to the Terms of Use and Services offered**

- 2.1 **Changes to services.** JDT Analytics reserves the right to amend the services it provides, the Fee Sheet or any other description provided on the Website, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and in such event JDT shall notify the Customer in any such event.
- 2.2 **Changes to terms of use.** We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. **Accessing the Website and Account Security**

- 3.1 **Accessing the website.** We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including customers.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
 - Ensuring that all persons who access the Website through your account and/or internet connection are aware of these Terms of Use and comply with them.
- 3.2 **User Accounts.** To use some of the features on the Website or purchase services through the website, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the

Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our General Privacy Policy [INSERT LINK TO PRIVACY POLICY], where applicable, and you consent to all actions we take with respect to your information consistent with these policies.

3.3 **Account safety.** If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

3.4 **Usernames.** We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. **Customer Obligations**

4.1 The Customer shall:

- a) co-operate with JDT Analytics in all matters relating to the Services.
- b) provide the JDT Analytics, its employees, agents, consultants, and subcontractors, with access to the Customer's data in accordance with the terms of this Contract.
- c) provide JDT Analytics with such information and materials as JDT Analytics may reasonably require to perform the Services and ensure that any such information is complete and accurate in all material respects.
- d) obtain and maintain all necessary licenses, permissions and consents which may be required for the Services, including licenses to data to be provided for performance of the services, prior to the date on which the Services are to start.
- e) Grant Covetrus, a third party data processing partner, permission to extract and use customer data in the ordinary course of business to facilitate provision of services under this agreement.
- f) obtain and maintain, at your sole cost and expense, any hardware, equipment, third party software, and all Internet browsers and connections required to access or use the Online Platform.
- g) comply with any additional obligations as set out in this Contract or documents referenced herein.

4.2 If JDT Analytics' performance of any of its obligations under this Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default) then:

- a) without limiting or affecting any other right or remedy available to it, JDT Analytics shall have the right to suspend performance of the Services until the

Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the JDT Analytics 's performance of any of its obligations.

- b) JDT Analytics shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the JDT Analytics' failure or delay to perform any of its obligations as set out in this clause 4.2; and
- c) the Customer shall reimburse JDT Analytics on written demand for any costs or losses sustained or incurred by JDT Analytics arising directly or indirectly from the Customer Default.

5. Billing and Payments

5.1 Billing and Fees. The nature of our Services entail that customers pay fees for services purchased at the point of purchase. JDT Analytics shall provide the services for the Fee as identified in the Fee Sheet as available on the Website, as updated from time to time and as purchased by the Customer. The company may also offer free trials, sponsored by the company or third party affiliates. A free trial shall run similar to a paid service, but no charges shall accrue to the customer. Free trials are at the discretion of JDT Analytics and subject to any additional rules as may be imposed by the JDT Analytics.

5.2 Customer charges. The Charges for the Services shall be calculated on a time and materials basis:

- a) the Charges shall be calculated in accordance with the JDT Analytics 's daily fee rates, as specified by JDT Analytics from time to time;
- b) the JDT Analytics 's daily fee rates for each individual are calculated on the basis of an eight-hour day worked on Business Days between 07:30 to 17:30;
- c) JDT Analytics shall be entitled to charge an overtime rate of 150% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 4.1(b); and
- d) JDT Analytics shall be entitled to charge the Customer for any expenses reasonably incurred, including the purchase materials, in connection with the Services.
- e) The fees payable will be set out in the Order Form and must be paid monthly in advance via payment card or within 30 days of the Company's Invoice. All payments made under the Agreement will be in U.S. Dollars.

5.3 Subscription. If you subscribe to or purchase our services, You will furnish the Company with current, complete, accurate and authorized payment method information. You authorize the Company to charge your payment card for the Services you have selected. Company may bill your payment card: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; and (d) if you have elected a subscription service, on a recurring, monthly basis. If Company has not received your payment, in order to bring your account up to date, Company may bill you simultaneously for both past due and current Fees. All information and personal data provided during a paid or

free trial subscription will be treated as per the terms of our Policy and/or the privacy policies of our third party service providers.

- 5.4 Auto-renewals.** Subscriptions for certain Services are subject to automatic renewal, as identified on the Order Form. Such Services will automatically renew unless you cancel the subscription at least 3 business days prior to the renewal date. If you cancel, your access and use of the Services ends at the end of your current subscription period, and no refunds for previously-paid Services will be issued. If you do not cancel your subscription, we may automatically renew your subscription to the Services at the then-current price and for the same subscription period, and Company will charge your on-file payment card or method on the first day of the renewal of the subscription period. You understand that failure to pay any applicable charges or fees may result in the suspension or cancellation of your access and use of the Services.
- 5.5 Account holds.** Company reserves the right, in its sole discretion (but not the obligation), to (i) place on hold any payments from the Customer for any Services, or (ii) refund, provide credits or arrange for the PSP to do so.
- 5.6 Payment Cards.** JDT Analytics works with any US-issued and most non-US issued credit, debit, prepaid, or gift cards ("Cards") with a Visa, MasterCard, or Discover logo. We may remove or add Cards that we accept at any time without prior notice. We will generally only process Cards that receive an authorization from the applicable Network and Card issuer.
- 5.7 Taxes.**
- a. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of added tax chargeable from time to time. Where any taxable supply of Services is made, JDT Analytics shall specify such on the Invoice to be paid by the Customer. For the avoidance of doubt the Invoice shall be paid in full upon receipt including any additional taxes identified on such Invoice. JDT Analytics does not manage, account for, or make any tax withholdings in connection with applicable federal, provincial, state, local or other governmental sales, goods and services or other taxes, fees, or charges, whether now in force or enacted in the future.
 - b. Each Customer is responsible for the compliance and fulfillment of its tax obligations, no exceptions. The Company may collect tax identification information and report such information to the relevant tax authorities where we are legally required to do so. If we are obligated to withhold, pay or collect any taxes that you have paid or will pay based on your use of the Site as a Creator, you agree that you are ultimately responsible for such taxes and that we may collect the payment amount for such taxes from your revenue.
- 5.8 No Setoff.** You will pay all amounts due under the Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Company whether under the Agreement, applicable law or otherwise and whether relating to Company's breach, bankruptcy or otherwise.

6. Data Protection

6.1 Data Rights. In performing the Services, JDT Analytics will require several different data sets from the Customer and as notified by JDT Analytics from time-to-time following purchase of the Services. To understand how we collect and use your data as well as your rights pertaining to the collected data, please refer to our privacy policy at (<https://www.jdtanalytics.com/privacy-policy>).

6.2 Data Consent and sharing rights. Customer shall ensure that they have the right to share any data, including personal information with the company through the website and shall remain responsible for any information and/or materials stored in the customer account. Further, the Customer will ensure that it has every necessary appropriate consents and notices in place to enable lawful transfer of the personal data to JDT Analytics for the duration and purposes of the Contract including any necessary consents and licenses from their customers.

7. Access and Licenses Grant.

7.1 License Grant to You. The Company grants you a personal, non-exclusive, revocable, limited license to access the Website and to use any of our services. This does not grant you any ownership interest in any portion from the website or the company. All rights not explicitly granted are reserved for the Company. If you breach any of our usage guidelines and/or engage in conduct that causes the Company to believe that such conduct may harm us or our business interests, we reserve the discretionary right to revoke your license and/or access to use our website. Failure by us to revoke your license or restrict access does not act as a waiver of your conduct.

7.2 License Grant to Us. You hereby grant Company (as well as agents or service providers acting on Company's behalf to provide the Services) the non-exclusive, worldwide, royalty-free right to use, modify, adapt, reproduce, publish, distribute, display, and disclose Data to provide the Services to you and your Clients, as applicable, and for Company's own business purposes as permitted under applicable law.

7.3 Resultant data. Resultant Data includes information, data, and other content processed by Company or a subcontractor of the Company that is derived by or through your use of the Services that does not contain Personal Information, or that has been aggregated, obfuscated, or manipulated in such a way that it cannot be tied to any personnel member, Client, or pet. All right, title, and interest to Resultant Data shall remain with and is hereby assigned to Company, unless otherwise agreed upon between Company and Subcontractor. You are granted a nonexclusive, paid-up and royalty-free right (but without the right to sub-license), to use the Resultant data for your internal use and for the purposes of obtaining best use of the Services and for no other purpose.

7.4 Limited license to Third Parties. In providing the data to JDT Analytics, the customer agrees that JDT analytics will use this data and analyze such using third party data analytics sources such as Microsoft Power BI, Microsoft SQL and Covetrus and acknowledges that JDT Analytics will be required to grant a limited license to such third parties to allow for performance of the Services.

7.5 No liability for third party Acts. JDT Analytics shall not be held liable for any reason of breach of data by any third party including those named in clause 7.2 above.

7.6 Computer Systems and Database Access. In accordance with the Agreement, you hereby authorize Company or other third party, acting on behalf of the company, to access the database connected to the veterinary practice information management system (“Database”) and your other computer systems (collectively, “Computer Systems”) solely as necessary to perform the Services including, as applicable, to install Company’s database read tools. You are solely responsible for your Computer Systems and all technical requirements, including any third-party software or hardware or equipment, necessary to receive the Services. As necessary to perform Services, the Company will use commercially reasonable efforts to provide the initial set-up and the ongoing assistance required to render services.

8. Intellectual Property Rights

The name “JDT Analytics”, <https://www.jdtanalytics.com/>, this Website along with the design of this company website and its entire contents, features, and functionality are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You agree to not engage in the use, copying, or distribution of anything contained within the website unless we have given express written permission. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

9. Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

10. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation, including, without limitation, any laws regarding the export of data or software to and from the US or other countries.
- To transmit, or procure the sending of, any advertising or promotional material including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Attempt to decompile or reverse engineer any software contained on the Company's Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Decompile, reverse engineer, disassemble, modify, rent, sell, lease, loan, distribute, or create derivative works or improvements to the Website or any portion of it
- Attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Website
- Remove any copyright or other proprietary notations from the materials on the Website.
- Access our Website in an attempt to build a similar or other competitive product
- Otherwise attempt to interfere with the proper working of the Website.

11. Term and Termination

11.1 Term. The Agreement will commence on the Effective Date and continue in effect as set forth on the Order Form ("Initial Term"). Except as otherwise specified in the Order Form, the Agreement will automatically renew for additional periods equal to the Initial Term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the Initial Term or applicable renewal term.

11.2 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 2 months' written notice.

11.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
- b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by direction of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy.

11.4 Without affecting any other right or remedy available to it, JDT Analytics may terminate the Contract with immediate effect by giving written notice to the Customer if:

- a) the Customer fails to pay any amount due under the Contract on the due date specified on the Invoice; or
- b) there is a change of control of the Customer.

Without affecting any other right or remedy available to it, JDT Analytics may suspend the supply of Services under the Contract or any other contract between the Customer and JDT Analytics if the Customer fails to pay any amount due under the Contract on the due date for payment.

12. Consequences of termination

12.1 On termination of the Contract, the Customer shall immediately pay to JDT Analytics all of the JDT Analytics' outstanding unpaid Invoices and interest (if unpaid beyond the due date) and, in respect of Services supplied but for which no Invoice has been submitted, JDT Analytics shall submit an Invoice, which shall be payable by the Customer immediately on receipt;

12.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

13. Links

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. The Company has not reviewed the sites linked to its Website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by JDT Analytics of the site. Use of any such linked web site is at the user's own risk. The Company assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any such links or third parties referenced in the website. The Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites

14. Limitation on Liability

- 14.1 JDT Analytics has obtained insurance cover in respect of its own legal liability for individual claims not exceeding ONE MILLION DOLLARS USD (\$1,000,000.) per claim.
- 14.2 Nothing in the Contract limits any liability which cannot legally be limited.
- 14.3 Subject to clause 14.2, the JDT Analytics 's total liability to the Customer shall not exceed the price of Services purchased by the Customer under this Contract in the six months immediately preceding the occurrence of an event giving rise to a claim under the agreement. The JDT Analytics' total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited in accordance with this clause 14.3 inclusive of any tax or deductions therefrom.
- 14.4 The Customer hereby agrees to indemnify JDT Analytics and its subcontractors, against any loss caused by providing the Services to the Customer or use of data provided by the Customer in accordance with the terms of this Contract, including any loss related to legal proceedings, claims or other costs incurred from third party complaints or claims.
- 14.5 This clause 14 shall survive termination of the Contract.

15. Warranties and Disclaimer

- 15.1 **Warranty of Functionality.** JDT Analytics warrants to you that during a Subscription Term: (a) the services purchased will perform materially in accordance with the functionality described on the website and (b) such functionality will not be materially decreased. Your sole and exclusive remedy for a breach of this warranty will be that the Company will use commercially reasonable efforts to modify the applicable Services to achieve the functionality described above. If Company is unable to restore such functionality, you may terminate the Agreement by providing written notice to the company, and you will be entitled to receive a pro-rata refund of any pre-paid fees. This warranty will only apply if the applicable subscribed Services have been utilized in accordance with this Agreement and applicable laws.
- 15.2 **Disclaimer.** You understand that we cannot and do not guarantee or warrant that services provided through the internet, or the Website will be safe from potential

cyber-attacks, free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

WITHOUT LIMITING THE FOREGOING, THE SERVICES AND ANY DATA, REPORTS, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SERVICE PROVIDERS MAKE NO (AND SPECIFICALLY DISCLAIM ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, (A) ANY WARRANTY THAT (I) THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF HARMFUL COMPONENTS, TIMELY, OR SECURE OR (II) ANY DATA, REPORTS, INFORMATION OR RESULTS OBTAINED THROUGH THE USE OF THE SERVICES WILL BE ACCURATE, TIMELY OR ERROR-FREE.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

16. Complaints

16.1 Upon completion, if you are not wholly satisfied with the Services performed by JDT Analytics, you have the right to raise a formal complaint. In first instance, complaints shall be addressed in writing to Mail@JDTAnalytics.com

16.2 In the event you submit a complaint, a member of the JDT Analytics team will review the facts of the complaint and contact you in relation to such.

16.3 In the event that JDT Analytics accepts fault or provides a Goodwill Gesture, JDT Analytics shall make good on any wrongdoing or any shortfall in compliance with the Services.

16.4 Both the Customer and JDT Analytics shall work together to resolve any complaints with the utmost good faith, honesty and integrity.

16.5 In the event that the Parties are unable to reach a reasonable agreement in relation to the complaint, they shall agree on an independent expert (or mediator) to investigate the fact of the complaint. The expert shall advise the best way for both parties to proceed. Should the parties disagree on such then they shall have the right to take legal action.

16.6 In the event clause 16.5 applies the costs of the expert shall be covered by both parties.

17. **Third Parties.** JDT Analytics works with third party software and data analytics companies to allow for the best possible Services to be provided to the Customer, by agreeing to this Contract, you also agree that we share your information and data with such third parties and also agree to their terms and conditions where applicable including those listed below:

- a) [Terms and Conditions \(covetrus.com\)](#); and
- b) [Microsoft Terms of Use](#) | [Microsoft Legal & Windows License Terms of Service](#) | [Microsoft Power BI](#)
- c) [Mailchimp's Legal Policies](#)

18. Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

19. Miscellaneous

- a. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control
- b. **Entire agreement.** The Contract 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.
- c. **Modification.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorized representatives)
- d. **Severability.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- e. **Governing Law.** All matters relating to the Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the

internal laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule, whether of the State of Maryland or any other jurisdiction.

- f. **Jurisdiction.** Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the courts of the State of Maryland, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your state of residence or any other relevant state. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- g. **Company Personnel.** Company is responsible for the performance of its employees and contractors and their compliance with Company's obligations under the Agreement. Company may use non-employee contractors or agents for the purpose of providing Services hereunder. You acknowledge that the Services include hosted software that processes the Data on a network owned and maintained by Third-Party Services providers.
- h. **Additional Terms.** We may supply different or additional terms in relation to some of our Services, such as the terms in the Schedules, and those different or additional terms become part of your agreement with us if you use those Services. If there is a conflict between the Agreement and the additional terms, the additional terms will control for that conflict.
- i. **Independent Contractor.** Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.
- j. **No Waiver.** Failure by the Company to enforce any rights hereunder shall not be construed as a waiver of any rights with respect to the subject matter hereof.
- k. **Notices.** All notices and other communications given or made pursuant to these Terms must be in writing and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Each party agrees to receive electronic documents and to accept electronic signatures, which shall thereto be considered valid substitutes for hardcopy documents and hand inked signatures. You agree to receive correspondence from us by email in accordance with these Terms and applicable law. You consent and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.
- l. **Arbitration.** At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to

final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying the Laws of the State of Maryland

20. Definitions

The following definitions apply to this Contract:

Services means the services to be performed by JDT Analytics for the Customer as detailed in the Quote Specification, purchased via the JDT Analytics website, or as agreed in writing between the Customer and JDT Analytics from time to time.

Customer means you the Customer who is hereby contracting with JDT Analytics.

Contract means this contract and agreement between you the Customer and JDT Analytics and for the Services including those purchased on the Website or for purchases made in the future.

Fee Sheet means the Fee Sheet document provided by JDT Analytics on the Website, as amended and updated from time to time.

Customer Default has the meaning provided to it in clause 4.2.

The Fees means the Fees payable or paid by the Customer to JDT Analytics for the Services through the website or any additional Fees that may apply for additional Services as agreed in accordance with clause 5 above.

Bank of America means the Bank of America Corporation as registered in the United States of America.

Business Days shall mean Monday to Friday (inclusive) from the hours of 9am to 5.30pm on each day.

Personal Information shall have the meaning given to it in §14-3501 of the Commercial Code of the Code of Maryland.

Microsoft Power BI means Microsoft Power BI the business owned by Microsoft Corporation (available at www.powerbi.microsoft.com/en-us/)

Covetrus means Covetrus Inc (available at www.covetrus.com)

Goodwill Gesture means an offer from JDT Analytics to perform further Services as a result of a complaint or non-conformance, and Goodwill Gesture is not an admission of fault, blame or guilt in any way.

Invoice means the Invoice submitted from JDT Analytics to the Customer for the Services in accordance with clause 5.

Website means the JDT Analytics website available at <https://www.JDTAnalytics.com>

21. Your Comments and Concerns

This website is operated by JDT Analytics. If you have questions about the Agreement or need to contact the Company, please contact a representative of the Company identified on your Order Form or via email at mail@jdtanalytics.com.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: mail@jdtanalytics.com.