

Terms and Conditions: Allianz (Vet Practices)

This Agreement is made between:

- (1) **Allianz Management Services Limited**, incorporated and registered in England and Wales with company number 03947280 and whose registered office is at 57 Ladymead, Guildford, Surrey GU1 1DB ("**Allianz**"); and
- (2) **The Practice** is a veterinary practice that has agreed to use the Services provided by Allianz upon these terms and conditions as agreed via the website www.petios.com.

BACKGROUND

- (a) Allianz provides an internet-based software as a service platform for veterinary practices to facilitate the exchange of data with Suppliers, including but not limited to data relating to electronic insurance claims (**eClaims**), lab reports (**eLab Reports**) and microchip registrations (**eMicrochip Registrations**).
- (b) The Practice is a veterinary practice and has agreed to use the Services provided by Allianz upon these terms and conditions.
- (c) Allianz operates two systems to provide the Services; the VetEnvoy System (as defined below) and the Petios System (as defined below). During a transition period, Allianz will be operating both systems to provide the Service. After the transitional period Allianz will no longer be operating the VetEnvoy System and the right to use such system will terminate. This is a date to be determined at the sole discretion of Allianz.
- (d) The system used for any particular Service will be determined by the system used at the date of the submission by the Supplier.

AGREED TERMS**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Agreement" This agreement entered into between the Practice and Allianz for the supply of Services to the Practice.

"Content of the Schema" any information which is determined within the Schema (e.g. patient name).

"Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018 and all other applicable laws relating to processing of personal data and privacy that may exist in any the UK.

"Good Industry Practice" means such standards that would in each case reasonably and ordinarily be expected from a skilled and experienced professional provider of services the same or similar to the Service in the same or similar circumstances.

"In-put Material" all information, data (including any personal data) and material provided by the Practice relating to its use of the Services.

"Intellectual Property Rights" all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Maintenance" has the meaning given to the term in clause 8.1.

"Normal Working Hours" Monday to Friday from 9.00am until 5.00pm excluding normal bank holidays in England and Wales.

"Petios System": means as described in Schedule 1.

"PMS" the practice management system used by the Practice that is identified in the Allianz list of approved PMS available on the Petios website at the following URL: <https://petios.com/for-vets> or other website notified by Allianz from time to time.

"Proxy Server" means the infrastructure component that analyses the content of the schema, determines the appropriate system for its processing and routes to that system (VetEnvoy/Petios Systems).

"Schema" is the data format and content agreed for each use type as determined by the VetXML industry standards. (<http://www.vetxml.co.uk>).

"Service Standards" the levels of service that Allianz will use its reasonable endeavours to achieve as set out in clause 9 of this Agreement.

"Services" the facilitation of exchange of electronic data – including but not limited to eClaims, eLab Reports and eMicrochip Registrations – between the Practice and Suppliers using the Petios System or VetEnvoy System, either directly or as determined by the Proxy Server, in accordance with the processes set out in Schedules 1 and 2.

"Supplier" a third party supplier who the Practice engages with to exchange data as facilitated by the Services. (For example, for eClaims, this will be an insurance company; for eLab Reports, this will be the lab company; and for eMicrochip Registrations, this will be the microchip database provider).

"UK GDPR" has the meaning given to it in section 3 (10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

"VAT" value added tax chargeable under English law for the time being and any similar additional tax.

"VetEnvoy System" means as described in Schedule 2.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 The schedules and background form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules and background.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 A reference to **writing** or **written** includes email where stated.

1.8 Where the words **include(s)**, **including** or **in particular** are used in this Agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.10 References to clauses and schedules are to the clauses and schedules of this Agreement.

1.11 The Parties enter into this Agreement in consideration of the payment of each Party to the other the sum of £1, the receipt and sufficiency of which is hereby acknowledged.

2 COMMENCEMENT AND DURATION

2.1 Allianz shall provide the Services to the Practice on the terms and conditions of this Agreement.

2.2 Allianz shall provide the Services from the date it notifies the Practice by email and is subject to the Practice PMS activating the relevant functionality on its system.

2.3 The Services supplied under this Agreement shall continue to be supplied unless this Agreement is terminated by one of the parties giving to the other not less than one (1) months' prior written notice, unless this Agreement is terminated in accordance with its terms.

3 SERVICE COMPLIANCE

3.1 The performance and operation of the Services is dependent upon:

- (a) the Practice and the Supplier both having working internet connections with a suitable download and a suitable upload speed; and
- (b) the Practice having a PMS that is identified in the Allianz list of approved PMS; and
- (c) the Supplier having a compliant system or using a compliant tool (which has either been supplied or approved by Allianz); and
- (d) the PMS and Supplier systems being properly maintained at all times in accordance with the PMS's and suppliers' systems' maintenance requirements;

3.1.1 in the event that any of the requirements of clause 3 are not met, while Allianz will use reasonable endeavours to provide the Services in accordance with Good Industry Practice, it will have no responsibility for any deficiency in the operation or performance of the Services or for any failure to meet the Service Standards.

3.2 It is acknowledged by the Practice that the provision of the Services by Allianz is dependent upon the compliance of the Supplier with the reasonable instructions of Allianz in using the Petios System and/or VetEnvoy System, as relevant. Allianz will not be responsible for any delays or for any direct or indirect or consequential losses costs or expenses that may thereby be sustained or incurred by the Practice, caused as a result of: (i) the Supplier's failure to use the Petios System and/or VetEnvoy System in accordance with such reasonable instructions of Allianz; or (ii) a delay in the Supplier's responses via the Petios System and/or VetEnvoy System; or (iii) any other consequence of an act or omission of a Supplier.

3.3 The Practice accepts that the correct operation of the Petios System and the VetEnvoy System and the Services is highly dependent upon the correct interaction between the Petios System and VetEnvoy System and the Practice's PMS. Allianz accepts no responsibility or liability howsoever arising from interface and interaction with the Practice's PMS. The operation of the Petios System and VetEnvoy System and the provision of the Services is reliant on the availability of the internet and in line with the preceding other technical dependencies outside Allianz's control. The Practice acknowledges that Allianz has no control over such dependencies and while it will use its reasonable endeavours to continue to provide the Services and to make access available to the Petios System and VetEnvoy System. Allianz will not be responsible for the consequences associated with any failure or malfunction of such dependencies

4 SERVICE PROCESSES

4.1 The process for all available Services is specified in Schedule 1.

4.2 It is acknowledged by the Practice that the provision of the Services is also dependent upon the Supplier complying with the reasonable written and verbal instructions of Allianz and meeting its obligations under any separate arrangement between the Practice and the Supplier. The Practice agrees that Allianz shall not be responsible for any delays or for any losses, costs or expenses that may thereby be sustained or incurred by the Practice, caused as a result of the Supplier's failure to comply with

such instructions from Allianz and/or such arrangement with the Practice.

5 ALLIANZ'S OBLIGATIONS

5.1 Subject to clauses 3 and 4 above, Allianz shall:

- (a) use reasonable endeavours to manage and provide the Services;
- (b) use reasonable endeavours to meet any agreed performance timescales, but it is accepted in any event that any such timescales shall be estimates only and time for performance by Allianz shall not be of the essence of this Agreement; and
- (c) use reasonable endeavours to provide the Services in accordance with the Service Standards provided for by this Agreement.

6 PRACTICE'S OBLIGATIONS

6.1 The Practice shall:

- (a) co-operate with Allianz in all matters relating to the Services;
- (b) provide, in a timely manner, such In-put Material and other information as Allianz may reasonably require, and ensure that it is accurate in all material respects, and in the event that it contains an error to notify Allianz of such error immediately by email;
- (c) comply with all applicable Data Protection Legislation and in particular shall ensure that it has fairly, lawfully and transparently obtained any personal data in the In-put Data to allow Allianz to lawfully process personal data in connection with the Services. The Supplier shall also ensure that any instructions it provides to the Allianz in relation to the processing of any personal data comply with applicable Data Protection Legislation.
- (d) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services in all cases before the date on which the Services are to start and throughout the duration of the Agreement;
- (e) not dispose of, copy or use the Petios System or VetEnvoy System other than in accordance with Allianz's written instructions or authorisation;
- (f) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Petios System and the VetEnvoy System and Allianz's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Practice's network connections or telecommunications links or caused by the internet.

6.2 If Allianz's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Practice, its agents, subcontractors, consultants or employees or by a Supplier or other third party outside the control of Allianz, Allianz shall not be liable for any costs, charges, losses or expenses sustained or incurred by the Practice that arise directly or indirectly from such prevention or delay.

6.3 The Practice shall be liable to pay to Allianz, on demand, all reasonable costs, charges, losses or expenses sustained or incurred by Allianz (including any direct, indirect or consequential losses, loss of profit, loss of reputation, loss or damage to property, those arising from injury or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Practice's fraud, negligence, failure to perform or delay in performing any of its obligations under this Agreement.

6.4 The Practice shall not, without the prior written consent of Allianz, at any time from the date of this Agreement to the expiry of 12 months after the termination of this Agreement, solicit or entice away from Allianz or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Allianz in the provision of the Services.

6.5 The Practice shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (vi) is otherwise illegal or causes damage or injury to any person or property; and Allianz reserves the right, without liability or prejudice to its other rights to the Practice, to disable the Practice's access to any material that breaches the provisions of this clause.

6.6 The Practice (or any party acting under their instruction or otherwise maliciously) is responsible for the way the Services are used and must not use them in a way that: (i) risks degradation of the Service Standards to other users of Allianz's Services; (ii) puts the Petios System or VetEnvoy System at risk; and/or (iii) is not in keeping with that use reasonably expected of a veterinary practice. If Allianz believes that the Practice (or any party acting under their instruction or otherwise maliciously) is using the Services in any of these ways, Allianz will be entitled to reduce, suspend, and/or terminate any or all of the Services immediately without giving the Practice notice.

6.7 The Practice must inform Allianz promptly of any changes in their details, including changes), postal address and contact details (including email address).

6.8 The Practice shall not: (i) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement: (ii) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Petios System or VetEnvoy System and/or Services (as applicable) in any form or media or by any means; or (iii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Petios System or the VetEnvoy System; or (iv) access all or any part of the Petios System or the VetEnvoy System or Services in order to build a product or service which competes with the Services; or (v) use the Petios System or VetEnvoy System or Services to provide services to third parties; or (vi) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Petios System or VetEnvoy System or Services available to any third party, or (vii) attempt to obtain, or assist third parties in obtaining, access to the Petios System or VetEnvoy System or Services.

6.9 The Practice shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Petios System or VetEnvoy System or Services and, in the event of any such unauthorised access or use, promptly notify Allianz.

6.10 The rights under this Agreement are granted to the Practice only, and shall not be considered granted to any subsidiary or holding company of the Practice.

7 NOT USED

8 SERVICE MAINTENANCE

8.1 It is acknowledged by the Practice that Allianz will need to undertake maintenance work (remedial, upgrading, etc.) to the Petios System and the VetEnvoy System and to the servers upon which the Petios System and the VetEnvoy System run (**Maintenance**).

8.2 Allianz shall use reasonable endeavours to minimise the frequency and the duration of the Maintenance and where reasonably practicable Allianz shall carry out the Maintenance outside of Normal Working Hours.

8.3 Except in the case of emergency or a critical issue (as decided by Allianz using its absolute discretion) Allianz shall inform the Practice by email no less than 24 hours prior to carrying out the

Maintenance of the anticipated disruption to the Service and the estimated time scale for carrying out the Maintenance.

9 SERVICE STANDARDS

9.1 Allianz will use reasonable endeavours to provide the Services in accordance with Good Industry Practice in terms of:

- (a) service availability; and
- (b) service performance.

9.2 Notwithstanding clause 9.1 however, Allianz cannot guarantee that the Services will be fault free.

9.2.1 It is acknowledged by the Practice that the Services are also dependent upon third parties (including but not limited to the Suppliers) over whom Allianz does not have control and the Practice accepts that Allianz shall not be liable for any faults, delays or disruption to the Services that arise wholly or in part due to a reason or cause that is attributable to such third parties.

10 SERVICE ALTERATION

10.1 If Allianz wishes to withdraw (in whole or in part), alter, amend or change the scope or execution of the Services, it shall submit details by email of the proposed changes to the Practice by giving not less than 1 month's prior notice of the implementation date of such changes, alterations or suspension advising of:

- (a) the likely time required to implement the change;
- (b) the likely effect of the change on the current processes; and
- (c) any other impact of the change on this Agreement.

10.2 In addition to clause 10.1, Allianz may make available additional functionality and/or additional services in addition to the Services set out Schedules 1 and 2.

10.3 Notwithstanding clause 10.1, Allianz may, from time to time and without notice, change or suspend the Services in order to comply with any applicable safety, security, operational or statutory requirement.

10.4 Notwithstanding clause 10.1, Allianz shall have the right to cease the Practice's access to either the VetEnvoy System or Petios System (or both) without notice to the Practice.

10.5 Allianz may, from time to time change the Service processes (in accordance with clause 4), provided that such changes do not materially affect the nature or quality of the Services and where practicable, Allianz will give the Practice at least one weeks' notice by email of any such change.

11 PROPRIETARY RIGHTS

11.1 The Practice acknowledges and agrees that Allianz and/or its licensors own all Intellectual Property Rights in the Services and the Petios System and the VetEnvoy System. Except as expressly stated herein, this Agreement does not grant the Practice any rights to, or in, any Intellectual Property Rights, or any other rights or licences in respect of the Services, the Petios System, the VetEnvoy System or any related material or programs.

11.2 Allianz confirms that it has all the rights in relation to the Petios System and VetEnvoy System and the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 Allianz hereby grants the Practice a non-exclusive, non-transferable or non-sub-licensable right during the term of this Agreement to use Allianz's' Intellectual Property

- Rights in the Petios System and the VetEnvoy System and Services to the extent strictly required for the Practice to receive the benefit of the Services for its own internal business purposes and for no other collateral use or purpose.
- 13 CONFIDENTIALITY AND ALLIANZ'S PROPERTY**
- 13.1 The Practice shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Practice by Allianz, its employees, agents, consultants or subcontractors and any other information which would reasonably be regarded as confidential concerning Allianz's business or its products which the Practice may obtain.
- 13.2 The Practice may disclose such information:
- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Practice's obligations under this Agreement; and
- (b) as may be required by law, court order or any legal, governmental or regulatory authority provided that, where making a disclosure under this clause 13.2(b) the Practice shall (to the extent practical and lawful to do so) notify Allianz in writing as soon as practicable before the disclosure and use all reasonable endeavours to consult with Allianz with a view to agreeing the timing, manner and extent of the disclosure.
- 13.3 The Practice shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 13.
- 13.4 The Practice shall not use any such information for any purpose other than to perform its obligations under this Agreement.
- 13.5 Any materials, equipment and tools, drawings, specifications and data (other than In-put material) supplied by Allianz to the Practice shall, at all times, be and remain as between Allianz and the Practice the exclusive property of Allianz, and shall be held by the Practice in safe custody at its own risk and maintained and kept in good condition by the Practice until returned to Allianz and shall not be disposed of or used other than in accordance with Allianz's written instructions or authorisation.
- 14 ACCOUNT SECURITY**
- 14.1 Allianz will use its reasonable endeavours to protect the account details (including authentication and authorisation codes) for the Practice and that the Practice acknowledges that it is its own responsibility to protect its own account details.
- 14.2 It is acknowledged by the Practice that it shall be solely responsible for the username and passwords that enable the Practice to communicate with Allianz and that Allianz shall not be responsible for any breaches or subsequent damages arising from these details being used for malicious intent by any particular party, and that the Practice will be liable for any cost and/or damage or loss incurred due to any unreported malicious use of their account.
- 15 ATTACHMENTS AND ANTI-VIRUS POLICY**
- The Practice is responsible for ensuring that any material sent through the Petios System and the VetEnvoy System is virus and worm free. The Practice holds Allianz harmless from any consequence arising in the event that it fails to comply with this provision. It is acknowledged by the Practice that Allianz will not be responsible whatsoever for any consequence associated with the material it transmits to the Practice.
- 16 LIMITATION OF LIABILITY**
- 16.1 This clause 16 sets out the entire financial liability of Allianz (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Practice howsoever arising in respect of:
- (a) any breach of this Agreement;
- (b) any use made by the Practice of the Services or any part of them; and
- (c) any representation, warranty, condition, statement or tortious act or omission under or in connection with this Agreement.
- 16.2 The Practice assumes sole responsibility for results obtained from the use of the Services by the Practice, and for conclusions drawn from such use. Allianz shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Allianz by the Practice and/or a Supplier in connection with the Services, or any actions taken by Allianz at the Practice's direction;
- 16.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 16.4 Nothing in this Agreement limits or excludes the liability of Allianz:
- (a) for death or personal injury resulting from negligence;
- (b) for any damage or liability incurred by the Practice as a result of fraud or fraudulent misrepresentation by Allianz; or
- (c) for any other liability which cannot by law be limited or excluded.
- 16.5 Subject to clause 16.2 and clause 16.4, Allianz shall not be liable for any:
- (a) loss of profits; or
- (b) loss of business; or
- (c) depletion of goodwill and/or similar losses; or
- (d) loss of contract; or
- (e) loss of use; or
- (f) any loss or damage suffered by the Practice's customers as a result of the Practice's and/or their use of the Services and access to the Petios System and/or VetEnvoy System; or
- (g) loss of corruption of data or information; or
- (h) any consequence arising from the act or omission of the Practice, a Supplier or any third party; or
- (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 16.6 Allianz's total aggregate liability to the Practice whether arising from breach of contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Agreement shall not exceed £10,000.
- 17 TERMINATION**
- 17.1 Without prejudice to any other pre-existing rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately on giving notice to the other if:
- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified by email to make such payment; or
- (b) the other party commits a material breach of any of the material terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 45 days of that party being notified in writing of the breach; or
- (c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is

	inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or		(j) clause 31.
	(d) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or	18	FORCE MAJEURE
	(e) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or	18.1	A party, provided that it has complied with the provisions of clause 18.2, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement (and, subject to clause 18.3, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event), including but not limited to any of the following:
	(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the bankruptcy or winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or		(a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
	(g) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or		(b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
	(h) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or		(c) terrorist attack, civil war, civil commotion or riots;
	(i) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or		(d) nuclear, chemical or biological contamination;
	(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 28 days; or		(e) fire, explosion or accidental damage;
	(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.1(d) to clause 17.1(j) (inclusive); or		(f) loss at sea;
	(l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.		(g) extreme adverse weather conditions;
17.2	Allianz has reason to believe that the Practice (or any party acting under their instruction or otherwise maliciously) has provided false, inaccurate or misleading information either for the purpose of obtaining the Services or at any time during the provision of the Services.		(h) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
17.3	On termination of this Agreement for any reason the accrued rights and liabilities of the parties as at the termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected/		(i) any labour dispute, including but not limited to strikes, industrial action or lockouts;
17.4	On termination of this Agreement (however arising) any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement including the clauses listed below, shall survive and continue in full force and effect:		(j) interruption or failure of utility service, including but not limited to electric power, gas or water; and
	(a) clause 11;		(k) failure of connection to, interruption in service of and other malperformance of the internet.
	(b) clause 12;	18.2	Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
	(c) clause 13;		(a) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
	(d) clause 16;		(b) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
	(e) clause 18;	18.3	If the Force Majeure Event prevails for a continuous period of more than 1 month, either party may terminate this Agreement by giving 14 days' written notice to the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.
	(f) clause 19;		
	(g) clause 21;	19	DATA, ARCHIVING AND RECOVERY
	(h) clause 27;	19.1	In the event of data loss, Allianz shall provide wherever possible (and at a potential charge to the Practice or Supplier representing the reasonable costs incurred by Allianz in relation to the same) recovery services in an attempt to restore the most recent back-up if reasonable and subject to the provision of clauses 19.2 and 19.3. In any event, Allianz will NOT be liable for any data loss or corruption and consequential damages while in transit or storage in Allianz, regardless of the cause or the party causing it, save to the extent such loss, corruption or damage results directly from the fault or negligence of Allianz.
	(i) clause 28; and	19.2	Allianz will use reasonable endeavours to protect the In-Put Material on behalf of the Practice. The In-Put Material that is sent via Allianz will be stored until at least the

<p>completion of the Services, or for any period as may be specified contractually by the relevant Supplier and Allianz; after this, it may be permanently discarded. In the case of the eClaim service, completion of this service will be when the eClaim if there has been no activity on it from either party for more than 14 days.</p> <p>19.3 Allianz may store transactional data (i.e. details relating to which parties are involved and associated times and dates) for a period of 7 years for potential auditing and other regulatory purposes. However, Allianz will not be held responsible for the availability, accuracy or completeness of this data if subsequently called upon by either the Practice or Supplier in a dispute resolution situation.</p> <p>19.4 It is acknowledged that it is the full responsibility of the Practice and the Supplier independently to store their own data and keep archives of the data sent to and received from Allianz in the event of any future disputes between them.</p> <p>19.5 For the purposes of applicable Data Protection Legislation, in order to provide the Services Allianz will process any personal data within the In-put Material ("Practice Personal Data") on behalf of the Practice, acting as processor. (For the avoidance of doubt, this does not include contact and billing information relating to the Practice in respect of which Allianz is a controller). The categories of data subjects and types of personal data which comprise Practice Personal Data include names, addresses, email addresses and contact numbers.</p> <p>19.6 In processing Practice Personal Data Allianz undertakes to comply with the obligations of a data processor as required pursuant to Article 28 of the UK GDPR. Allianz shall be entitled to pass on additional costs incurred in so doing.</p> <p>19.7 The Practice acknowledges and agrees that Allianz may retain appropriate affiliates and third parties as sub-processors in connection with the provision of the Services. A list of such sub-processors used by Allianz is available on request. Allianz shall remain liable to the Practice for the performance of such sub-processors.</p> <p>19.8 The Practice acknowledges that as part of the Services, the Practice Personal Data may be accessed from outside the UK and the EEA. Where this is the case, Allianz shall take steps to ensure that there is adequate protection in place for any such transfers as defined in applicable the Data Protection Legislation.</p> <p>19.9 For the purposes of this Agreement, the terms "controller", "processor", "data subjects", "personal data" and "processing" shall have the meanings given to them under applicable Data Protection Legislation.</p> <p>20 VARIATION</p> <p>No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.</p> <p>21 WAIVER</p> <p>21.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.</p> <p>21.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.</p> <p>21.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.</p> <p>21.4 A party that waives a right or remedy provided under this Agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.</p> <p>21.5 Unless specifically provided otherwise, rights, powers and remedies arising under this Agreement are (except as expressly provided) cumulative and do not exclude rights, powers and remedies provided by law or otherwise.</p>	<p>22</p> <p>22.1</p> <p>22.2</p> <p>23</p> <p>23.1</p> <p>23.2</p> <p>24</p> <p>24.1</p> <p>24.2</p> <p>24.3</p> <p>25</p> <p>26</p> <p>27</p> <p>27.1</p> <p>27.1.1</p> <p>27.1.2</p>	<p>SEVERANCE</p> <p>If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.</p> <p>If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.</p> <p>ENTIRE AGREEMENT</p> <p>This Agreement and the schedules to it constitute the whole agreement between the parties and supersede and extinguish any previous promise, proposal, warranty, representation, arrangement, understanding or agreement between them (Pre-Contractual Statement), whether written or oral, relating to the subject matter of this Agreement.</p> <p>Each party acknowledges that, in entering into this Agreement, it does not rely on any Pre-Contractual Statement of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any Pre-Contractual Statement.</p> <p>ASSIGNMENT</p> <p>The Practice shall not assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.</p> <p>Allianz may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.</p> <p>Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.</p> <p>NO PARTNERSHIP OR AGENCY</p> <p>Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).</p> <p>RIGHTS OF THIRD PARTIES</p> <p>A person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.</p> <p>NOTICES</p> <p>Any notice required to be given to a Party under or in connection with this Agreement shall be in writing and shall be:</p> <p>27.1.1 delivered by hand or by pre-paid first-class post or other next working day service as its registered office (if a company) or its principal place of business (in any other case); or</p> <p>27.1.2 sent by email to the following addresses (or an address substituted in writing by the Party to be served):</p>
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Allianz:
companysecretariatsharedmailbox@allianz.co.uk

Practice : The email provided by the Practice at the point is registered to use the Services as may be updated by the Practice on written notice to Allianz.

Any written, verbal or electronic communication in accordance with this Agreement shall be communicated in the English language.

- 27.2 Any notice shall be deemed to have been received:
- 27.2.1 if delivered by hand, at any time the notice is left at the proper address; or
 - 27.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9:00 am on the second Working Day after posting; or
 - 27.2.3 if sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when Normal Working Hours resume.
- 27.3 The clause does not apply to the services of any proceedings or other documents in any legal action or, whether applicable, any other method of dispute resolution.

30 REGISTRATION AND ACCEPTANCE

- 30.1 The Practice must provide, during the online registration process for the Services, Allianz with a valid and current email address so that the Practice can receive advance notification by email from Allianz of any notice or notifications as required under this Agreement or connection with the Services. The Practice must keep their current email address up-to-date with Allianz at all times.
- 30.2 The Practice confirms that it accepts the terms and conditions of this Agreement through completion of the online registration process. An acknowledgement will be sent to the Practice by email only. This email will confirm Allianz has received the acceptance from the Practice. This Agreement shall be deemed legally binding from the time that the acknowledgement email is sent by Allianz to the Practice, even if the email is subsequently never read by the Practice. Allianz shall send a copy of this agreement with the acknowledgement email (as an email attachment).

28 DISPUTE RESOLUTION

- 28.1 If any dispute arises in connection with this Agreement, the parties shall within 28 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 28.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (**ADR notice**) to the other party requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 28 days after the date of the ADR notice.
- 28.3 No party may commence any court proceedings arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

- 30.3. The Practice shall be responsible for ensuring that it stores a copy of this Agreement for its records. Allianz shall retain an electronic record of the acknowledgement of the Practice's acceptance of this Agreement as evidence of the contract formed between the parties.

31 GOVERNING LAW AND JURISDICTION

- 31.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 31.2 Subject to clause 28, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) that arises out of or in connection with this Agreement or its subject matter or formation.

29 COMMUNICATIONS

This Agreement has been entered into the Practice by accepting the terms and conditions in accordance with clause 30 and acknowledged that the contents have been read and understood.

Schedule 1 – VetEnvoy System

The following services are available via the VetEnvoy System:

eClaims, eLab Reports, eMicrochip registration.

In providing the Services to the Practice, the VetEnvoy System will facilitate the following workflow process:

A) All Schemas:

- 1)The Content of the Schema will be sent by the Practice using their PMS to the Proxy Server which will then determine which system the information needs to go to and if appropriate will send to the VetEnvoy System.
- 2)The Supplier will be responsible for downloading the Content of the Schema from the VetEnvoy System by using a VetEnvoy-compliant system.
- 3)If the Supplier has not downloaded the Content of the Schema within 14 days of it being sent, Allianz shall have the right to delete the Content of the Schema and inform the Practice.
- 4)Upon, cancellation or termination otherwise of the Agreement Allianz may delete all Content of the Schema on the VetEnvoy System.

B) Additional processes for e-Claims only: (subject to functional availability of the PMS and/or Supplier)

- 5) The Proxy Server will allow the Practice or Supplier to upload/download documents/images and raise queries with the other party which will then be directed through either system.
- 6) The Supplier shall keep Allianz informed of the service status (i.e. downloaded, processing, declined, settled) at all times and Allianz shall advise the Practice accordingly. Alternatively, the Practice shall advise the Supplier via the VetEnvoy System that the service has been cancelled (nullified) beforehand.

Allianz shall be entitled to amend this process plan by giving prior notice to the Practice from time to time in accordance with the terms of the Agreement.

Schedule 2 – Petios System

Services by the Petios System connect Practice PMSs with the IT systems of service companies (Suppliers), to enable digital communications.

Supplier enabled digital services available via the Petios System:

1. Animal insurance claims
2. Laboratory reports (request and fulfilment)
3. Microchip registration

Each service depends on the use of well defined message schemas (based on the VetXML standard(s)).

In providing Services to the Practice, the Petios System will facilitate the workflow processes:

- A. All Services:
 - a. The Content of each communication (schema) is sent by the Practice to the Proxy Server using their PMS which will then determine which system the information needs to go to and if appropriate will send to the Petios System.
 - b. The Content of each communication is stored on the Petios System.
 - c. Suppliers are responsible for downloading the content of each communication from the Petios System for which they are the addressee
 - d. If a Supplier doesn't download the content of a communication within 14 days, the content may be deleted
 - e. Upon cancellation or termination otherwise of this Agreement, Allianz may delete all content uploaded by a Practice to the Petios System.
 - f. Suppliers can send updates in relation to communications with the Practice to the Petios System.
 - g. The Practice may request updates in relation to their communications with Suppliers, in response Allianz will provide any updates available
- B. E-Claims only: (subject to functional availability through the PMS and / or support by individual Suppliers).
 - a. Digital files can be sent by the Practice to the Petios System using their PMS (associated with a specific Claim).
 - b. Suppliers are responsible for downloading any digital files associated with Claims addressed to them.
 - c. Queries can be sent by the Insurer to the Petios System (associated with a specific Claim).
 - d. In response to an update request, the Practice will be presented with any new queries
 - e. The Practice may send a Reply to a Query using their PMS.
 - f. Suppliers are responsible for downloading any Replies associated with Claims addressed to them.

Allianz shall be entitled to amend the above by giving prior notice to the Practice from time to time in accordance with the terms of the Agreement.

For the purposes of this Schedule Reply(ies) and Query(ies) shall mean statuses used by the Supplier in the Petios System.