

## PETCENTRIC HEALTH PRIMARY CARE PLAN TERMS

Thank you for your consideration of the PetCentric Health Primary Care Plan. By signing up for the PetCentric Health Primary Care Plan, you are agreeing to be bound by the terms contained in these PetCentric Health Primary Care Plan Terms.

**PLEASE READ THE AGREEMENT CAREFULLY BEFORE ENROLLING**

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT.**

### **ARTICLE I — WELCOME, OVERVIEW, DEFINED TERMS, AND OTHER IMPORTANT CONSIDERATIONS**

**Section 1.1 Welcome.** We are appreciated and grateful of you enrolling your pet in the PetCentric Health Primary Care Plan. The PetCentric Health Primary Care Plan is designed to improve the health of your pet by providing access to quality primary care for your Pet through a subscription model developed in consultation with your Vet.

**Section 1.2 Overview.** The relationship between you and PetCentric Health is governed by these PetCentric Health Primary Care Plan Terms. A Registration Overview was presented to you as part of your registration process and listed the specific Plan Inclusions that you will receive each Plan Year and the amount that will be allocated to your Flexible Spending Allowance. This information is also available in the Software. We collectively refer to the PetCentric Health Primary Care Plan and the Plan Inclusions as the Agreement. The PetCentric Health Primary Care Plan Terms are organized by Articles. Article I contains this welcome, an overview, an explanation of defined terms, and other important considerations. Article II explains the Services provided by PetCentric Health. Article III explains your obligations in connection with the Agreement. Article IV explains the concept of the Plan Year, how renewals and terminations are handled, and how changes in the Services and Plan Inclusions are handled. Article V contains miscellaneous provisions related to use of data, handling of disputes, and other contractual matters.

**Section 1.3 Defined Terms.** In this PetCentric Health Primary Care Plan Terms we use capitalized words and phrases to indicate a special meaning within the context of this document. Below are some of the defined terms used. Additional defined terms are indicated throughout the document by quotation marks within parenthesis.

- (a) **Agreement.** The “Agreement” refers to this Agreement and the Plan Inclusions.
- (b) **Covered Care.** “Covered Care” means the professional veterinary services provided by your Vet, pharmaceuticals provided by your Vet, utilization of the Poison Control Hotline, and emergency care whether provided by your Vet or other emergency or urgent veterinary care provider.
- (c) **FSA.** “FSA” means the Flexible Savings Allowance indicated in the Plan Inclusions. The FSA can be used to pay for Covered Care up to the FSA Allocated Amount.
- (d) **FSA Allocated Amount.** “FSA Allocated Amount” is the amount allocated to the FSA as set forth in the Plan Inclusions.

- (e) **Payment Source.** “Payment Source” is the credit card or other authorized payment source that you agree to keep on file in the Software.
- (f) **Pet.** “Pet” means the pet indicated in the enrollment process and listed in the Software. If you wish to enroll multiple pets you will need to complete the registration process for each pet.
- (g) **Plan Inclusions.** Plan Inclusions are the services that are included in your PetCentric Primary Care Plan as listed in the Software.
- (h) **Plan Year.** “Plan Year” refers to the current year your Pet is enrolled in the PetCentric Health Primary Care Plan. The enrollment into the PetCentric Health Primary Care Plan is for one year beginning on the date of your registration.
- (i) **Services.** “Services” are the services that PetCentric Health will provide to you pursuant to the Agreement. The Services are listed in Section 2.1.
- (j) **Subscription Date.** “Subscription Date” refers to the date you signed up for the PetCentric Health Primary Care Plan and completed your registration.
- (k) **Vet.** “Vet” means your current veterinary indicated in the enrollment process and listed in the Software.

**Section 1.4 Important Considerations.** This Section contains important considerations you should understand about the PetCentric Health Primary Care Plan.

- (a) **Not Insurance.** It is important that you understand that the PetCentric Health Primary Care Plan is not insurance and does not specifically cover injuries, chronic illnesses, or service beyond primary care. Although the FSA may be used to pay for some of these types of expenses, the FSA is unlikely to be large enough to pay for the majority of these types of expenses.
- (b) **No Guarantee of Medical Outcome.** Although we believe your Pet’s participation in the PetCentric Health Primary Care Plan will improve the overall health and wellbeing of your Pet, medical outcomes are unpredictable and subject to many variables, therefore PetCentric Health cannot make any representations or guarantees that your Pet will achieve a particular result or outcome from their participation in the PetCentric Health Primary Care Plan.
- (c) **Pet and Vet Specific.** The Agreement applies to the specific Pet and Vet indicated in the enrollment process and listed in the Software. Please review Article IV to understand how things are handled with regards to changing your Vet, transferring your Pet, and the end of your Pet’s life.
- (d) **Customer Service.** PetCentric Health is committed to you having a positive experience with the PetCentric Health Primary Care Plan. If you have any concerns, issues, or problems (a “Pet Parent Concern”), please contact us as [support@petcentrichealth.com](mailto:support@petcentrichealth.com) .
- (e) **Veterinary Care Recommendations.** PetCentric Health is not a veterinary care provider. You acknowledge that PetCentric Health does not make veterinary care recommendations and that you should follow the recommendations of your Vet to achieve the best care for your Pet.

## ARTICLE II — OBLIGATIONS OF PETCENTRIC HEALTH

**Section 2.1 Services.** PetCentric Health shall provide the following services to you (collectively, the “Services”):

- (a) **Access to Software.** PetCentric Health grants you the right to access and use its software (the “Software”) in connection with the Primary Care Plan. You may allow other people who are responsible for the care of your Pet to access the Software provided that you will be responsible for their use.
- (b) **Paid Direct Services.** For Covered Care that is provided by your Vet to your pet, PetCentric Health will directly pay the Vet.
- (c) **Reimbursable Services.** For Covered Care that is provided by veterinarians other than your Vet, PetCentric Health will reimburse you by crediting the Payment Source, upon receipt of proper documentation. PetCentric Health may change the method of reimbursement to Automated Clearing House (ACH) or other method upon giving you prior written notice. The amount of reimbursement is limited to the FSA Allocated Amount.
- (d) **Poison Control.** You may utilize the dedicated PetCentric Health phone line from the ASPCA Animal Poison Control Center (the “Poison Control Hotline”). The Plan Inclusions will indicate whether you are entitled to a complimentary consultation and the applicable fee if a complimentary consultation is not available. Any required fees for your utilization of the Poison Control Hotline will first be deducted from the FSA Allocated Amount if there are sufficient funds available, otherwise the applicable fees will be charged to the Payment Source.
- (e) **FSA.** The Primary Care Plan includes a Flexible Spending Allowance or FSA. The amount allocated is specified in the Plan Inclusions. The FSA may be utilized to pay for Covered Care if there are sufficient funds available. Upon renewal of the Agreement as provided in Section 4.2, 75% any remaining FSA Allocated Amount will be rolled over into the FSA Allocated Amount for the next Plan Year.

**Section 2.2 Privacy Policy.** PetCentric Health’s collection and use of personal information is governed by the PetCentric Health Privacy Policy, available on its website where you can find detailed information on the personal information collected, used, or shared by PetCentric Health in connection with the PetCentric Health Primary Care Plan. By enrolling in the PetCentric Health Primary Care Plan, you agree and consent to this collection, use and sharing.

## ARTICLE III — YOUR OBLIGATIONS

**Section 3.1 Payment of Fees.** In consideration of the Services provided by PetCentric Health, you agree to pay the initial fee and monthly subscription fee for each Plan Year. You agree to maintain an authorized Payment Source on file in the Software and that the Payment Source may be automatically charged on each monthly anniversary of your Subscription Date for the monthly fees and for any other fees allowed to be charged in accordance with the Agreement. If your Payment Source cannot be charged for any reason, and you have not otherwise made a required fee payment on time, your Plan coverage will be suspended and may be terminated in accordance with Section 4.5. PetCentric Health has the right, but not the obligation, to accept any late payment and allow your Plan to be reactivated from the date of late payment.

**Section 3.2 Primary Care Services.** You agree that all of the primary care services specified in the Plan Inclusions will be provided by the Vet.

**Section 3.3 Adjustment of Fee Amount.** Prior to the beginning of each Plan Year, PetCentric Health may adjust the subscription fees based on costs and other factors or as services or products are added or subtracted from the PetCentric Health Primary Care Plan. PetCentric Health will provide you at least 30 days prior written notice of any changes to the fees prior to beginning of the next Plan Year.

**Section 3.4 Adjustment of Covered Care and Plan Inclusions.** Prior to the beginning of each Plan Year, PetCentric Health may adjust the Covered Care and/or Plan Inclusions. PetCentric Health will provide you at least 30 days prior written notice of any changes to the Covered Care and/or Plan Inclusions prior to beginning of the next Plan Year.

**Section 3.5 Late Payment Fees.** For any amount that is unpaid after the due date, PetCentric Health may impose a monthly \$25 late payment fee. Unpaid balances that are due and owing to PetCentric Health may be referred to a collection agency, and upon such referral a \$50 collection fee may be imposed. Any late payment may result in a report to a credit reporting agency and you hereby consent to such reporting.

**Section 3.6 Reimbursement Account Security.** You agree that PetCentric Health's sole responsibility for any reimbursements required to be made to you under the Agreement is for PetCentric Health to make the payment to the Payment Source or other method of reimbursement designated by you in the Software. PetCentric Health will not be liable for any errors or intentional misconduct (for example, identity theft) related to account information in the Software.

**Section 3.7 Ownership of Pet.** By entering the Agreement, you certify that you are the sole legal owner of the Pet and have the right to direct medical care to be given to the Pet.

**Section 3.8 Acceptable Use.** You and anyone also responsible for the care of your pet who you grant access to the Software (the "Users") shall use the Software exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. You agree and shall take reasonable steps to ensure the Users do not post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. PetCentric Health may suspend or terminate any User's access to the Software in the event that it reasonably determines that such User has violated the terms and conditions of the Agreement.

**Section 3.9 Restrictions.** You shall not, or through any agent or other third party (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Software or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Software to any User other than those who have authorization to access; (iv) write or develop any derivative works based upon the Software; or modify, adapt, translate or otherwise make any changes to the Software or any part thereof; (v) use the Software to provide processing services to third parties; (vi) disclose or publish, without PetCentric Health's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Software; or (viii) remove from any marketing or other materials owned by PetCentric Health identification, patent, copyright, trademark or other notices. Proprietary notices, including without limitation patents, copyrights and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies.

**Section 3.10 Hosting and Access.** The Software will be hosted on a server that is maintained by PetCentric Health or its designated third party. Users' access to the Software is provided through the PetCentric Health web-based application. You are solely responsible for obtaining and maintaining, at your own expense, the equipment such as a smart phone needed to access the web-based application, including Internet or cellular access with adequate bandwidth.

**Section 3.11 Passwords.** You are responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by an authorized User. You are entirely responsible for any and all activities that occur under your account. You shall immediately notify PetCentric Health of any unauthorized use or any other breach of security known to you. PetCentric Health shall have no liability for any loss or damage arising from your failure to comply with these requirements.

## **ARTICLE IV — TERM, RENEWAL, AND TERMINATION**

**Section 4.1 Term.** The term of the Agreement (the "Term") will begin on the Subscription Date and continue for one year unless terminated in accordance with this Article.

**Section 4.2 Renewal.** Unless either party gives at least 30 days' prior written notice of its intention not to renew the Agreement to the other party, the Agreement will automatically renew for subsequent one-year terms. Your Pet will be renewed into the appropriate PetCentric Health Primary Care Plan based on the age of the Pet at the time of renewal. This may result in your Pet receiving different Covered Care and the fees may change. If the Agreement is terminated pursuant to this Section, at the end of the Plan Year any remaining FSA Allocated Amount will be forfeited.

**Section 4.3 Termination by You for Convenience.** You may terminate the Agreement at any time by providing written notice to PetCentric Health. If the Agreement is terminated by you pursuant to this Section, PetCentric Health will do the following as soon as reasonably practicable: **(i)** charge your Payment Source an early termination fee equal to one month's subscription fee; and **(ii)** charge your Payment Source for the value of any Covered Care provided that exceeds the fees received by PetCentric Health from you (exclusive of the early termination fee). If the Agreement is terminated by you pursuant to this Section, any remaining FSA Allocated Amount will be forfeited.

**Section 4.4 Termination by PetCentric Health for Convenience.** PetCentric Health may terminate the Agreement at any time by providing written notice to you. If the Agreement is terminated by PetCentric Health pursuant to this Section, PetCentric Health will do the following as soon as reasonably practicable: **(i)** charge your Payment Source for the value of any Covered Care provided that exceeds the fees received by PetCentric Health from you. If the Agreement is terminated by PetCentric Health pursuant to this Section any remaining FSA Allocated Amount will be forfeited.

**Section 4.5 Termination by PetCentric Health for Nonpayment.** PetCentric Health may terminate the Agreement 15 days after your Payment Source is not able to be charged for any reason, if you have not otherwise made a required fee payment on time. If the Agreement is terminated by PetCentric Health pursuant to this Section, PetCentric Health will do the following as soon as reasonably practicable: **(i)** charge your Payment Source or any other available payment method an early termination fee equal to one month's subscription fee; and **(ii)** charge your Payment Source or any other available payment method for the value of any Covered Care provided that exceeds the fees received by PetCentric Health from you (exclusive of the early termination fee). If the Agreement is terminated by PetCentric Health pursuant to this Section, any remaining FSA Allocated Amount will be forfeited.

**Section 4.6 Termination Upon End of Practice Agreement with PetCentric Health.** Your participation in the PetCentric Health Primary Care Plan is contingent on the Vet maintaining an agreement with PetCentric

Health to provide the Services. If PetCentric Health's agreement with the Vet terminates, PetCentric Health may terminate the Agreement in accordance with Section 4.4.

**Section 4.7 Termination upon Change of Vet.** If you switch Vets, and your new Vet does not offer a PetCentric Health Primary Care Plan, you will be deemed to have terminated the Agreement in accordance with Section 4.3.

**Section 4.8 Death of Pet.** If your Pet dies, you will be deemed to have terminated the Agreement in accordance with Section 4.3 provided that no early termination fee will apply and any remaining FSA Allocated Amount may be used in connection with end of life care for your Pet and funeral expenses for up to 30 days following the death of your Pet. PetCentric Health will reduce the FSA Allocated Amount to account for any Covered Care provided that exceeds the fees received by PetCentric Health from you.

**Section 4.9 Loss of Pet.** If your Pet is lost, you will be deemed to have terminated the Agreement in accordance with Section 4.3 provided that no early termination fee will apply and any remaining FSA Allocated Amount may be used in connection with attempts to recover your Pet for up to 30 days following the loss of your Pet. If your Pet is found, the Agreement may be reactivated by notifying PetCentric Health. PetCentric Health will reduce the FSA Allocated Amount to account for any Covered Care provided that exceeds the fees received by PetCentric Health from you.

**Section 4.10 Transfer of Pet.** If you wish to transfer the ownership of your Pet and the new owner wishes to continue the PetCentric Health Primary Care Plan, please contact PetCentric Health. If the new owner does not wish to continue the PetCentric Health Primary Care Plan, you will be deemed to have terminated the Agreement in accordance with Section 4.3.

**Section 4.11 Termination Upon the Occurrence of Bankruptcy or Similar Events.** Either party may terminate the Agreement immediately upon the other party's general assignment for the benefit of creditors, petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against the other party if the same are not dismissed within 45 days of service.

## ARTICLE V — MISCELLANEOUS PROVISIONS

**Section 5.1 Notices.** Except as otherwise specifically set forth herein, all notices to be given under the Agreement shall be in writing and shall be given by one of the following methods: (i) personally; (ii) by reputable private delivery service such as FedEx or UPS; (iii) by United States certified mail, return receipt requested; or (iv) by email, addressed to the parties at the addresses shown below, or to such address as may be provided by either party to the other party at the following addresses. All notices shall be deemed to be delivered as follows: upon delivery in the case of notices personally delivered; at the expiration of two business days following delivery to the private delivery service; at the expiration of five business days following deposit thereof in the United States mail; or upon confirmation that the email was successfully transmitted in the case of notices sent by email. A party may change its notice address by giving notice under this Section.

If to you: to the contact information provided by you during the enrollment process as may be updated by you by contacting [support@petcentrichealth.com](mailto:support@petcentrichealth.com)

If to PetCentric Health: PetCentric Health, LLC  
355 South Main Street, Floor 1  
Greenville, South Carolina 29601  
Email: [legal@petcentrichealth.com](mailto:legal@petcentrichealth.com)

**Section 5.2 Entire Agreement.** The Agreement, including any documents and instruments referenced to herein, contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof.

**Section 5.3 Partial Invalidity.** In the event any provision of the Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

**Section 5.4 Enforceability, Etc.** The Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of the Agreement.

**Section 5.5 Assignment.** You may not assign the Agreement without PetCentric Health's prior written consent. Subject to the foregoing, the Agreement shall be binding upon you and PetCentric Health, as well as their respective successors and assigns.

**Section 5.6 Compliance with Laws.** The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments, applicable to the performance of the Agreement.

**Section 5.7 Relationship.** The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor.

**Section 5.8 Third-Party Beneficiaries.** The Agreement is entered into for the sole benefit of you and PetCentric Health. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to the Agreement.

**Section 5.9 Ownership by PetCentric Health.** All rights not expressly granted in the Agreement are reserved by PetCentric Health and its licensors. PetCentric Health and its licensors shall retain sole and exclusive ownership of, and all rights, title, and interest in, the Software and the Services, including **(a)** Intellectual Property (as defined below) embodied or associated therein, and **(b)** all derivative works and copies thereof. "Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, User interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, training methodology and materials, which PetCentric Health has created, acquired or otherwise has rights in, and may, in connection with the performance of the Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

**Section 5.10 Arbitration and Class Action Waiver.** After complying with the procedures described in this Section, you or PetCentric Health may initiate confidential arbitration of the Pet Parent Concern by filing a written demand for arbitration (the "Arbitration Notice") with PetCentric Health. You and PetCentric Health shall select an arbitrator within ten calendar days after the Arbitration Notice is given, and if the parties are unable to agree upon an arbitrator within such time period, either party may petition the Charlotte Regional Office of the American Arbitration Association ("AAA") for the appointment of a single arbitrator according to the procedures for such appointment provided under AAA's rules applicable to commercial arbitrations. The arbitration shall commence as soon as reasonably practicable after the selection of the arbitrator. The arbitration shall be held in Greenville,

South Carolina and shall be conducted in closed proceedings and in accordance with AAA's rules applicable to commercial arbitrations. The arbitrator shall not be required to observe or carry out formalities or usual procedures such as pleadings or the strict rules of evidence and has the power to determine what discovery is appropriate, and to award any remedy or relief that an South Carolina court could order or grant, including, without limitation, specific performance of any obligation created under the Agreement or the issuance of an injunction, except that **THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO AWARD PUNITIVE DAMAGES OR ANY OTHER AMOUNT FOR THE PURPOSE OF IMPOSING A PENALTY AS OPPOSED TO COMPENSATING FOR ACTUAL DAMAGE SUFFERED OR LOSS INCURRED. BECAUSE OF THIS ARBITRATION PROVISION, BOTH PARTIES ARE WAIVING THEIR RIGHTS TO A JURY TRIAL AND TO APPEAL.** The decision of the arbitrator shall be binding on the parties, will be enforceable by any court of competent jurisdiction, and may be appealed only as provided in the South Carolina Uniform Arbitration Act. The parties agree to keep the arbitrator's decision and all matters related to the arbitration in confidence. The agreement to arbitrate in this Section shall be specifically enforceable by the parties. PetCentric Health and you shall each bear one-half of the fees and expenses of the arbitrator. This Section shall not apply to the collection by PetCentric Health of amounts owed by you. Further, to the fullest extent permitted by law, we each agree that no class, collective, aggregate, or representative actions can be asserted in arbitration, litigation, or otherwise ("Class Action Waiver"). All Pet Parent Concerns must be brought solely in your or our individual capacity, and not as a plaintiff or class member in any purported class, representative, aggregated, or collective proceeding. Nothing in this Section precludes any party from filing or participating in administrative proceedings before state or federal agencies to address alleged violations of law enforced by those agencies. Further, to the extent a party would have to file a timely administrative charge or complaint as a prerequisite to filing a Pet Parent Concern in court, the party must do the same before submitting a Pet Parent Concern to arbitration under the Agreement. Upon receipt of a right-to-sue letter or similar administrative determination, however, the Pet Parent Concern can only be resolved in individual arbitration pursuant to the terms of this Section. This Section also does not prevent any party from applying to a court of competent jurisdiction for any interim or provisional relief available under the law that is necessary to protect the rights of that party, pending the establishment of the arbitral tribunal. This Section further does not prevent any party from filing any Pet Parent Concern that otherwise qualifies in small claims court on an individual basis.

#### **Section 5.11 Warranties and Disclaimer of Warranties.**

- (a) **Availability of Software.** PetCentric Health shall use commercially reasonable efforts to make the Software available on a 24/7 basis, except for scheduled downtime events where notice is provided to you, emergency downtime events, or Internet service provider failures or delays. PetCentric Health will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. You acknowledges that the Software may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications; PetCentric Health is not responsible for any delays, delivery failures, or other damage resulting from such problems.
- (b) **Updates of Software.** PetCentric Health reserves the right to add and/or substitute functionally equivalent products in the event of product unavailability, end-of-life, or changes to software requirements. PetCentric Health regularly updates the Software, meaning that the Software is continually evolving. Some of these changes will occur automatically, while others may require you to schedule and implement the changes
- (c) **Software Warranty.** PetCentric Health warrants that the Software will operate in all material respects in conformity with the functional specifications described in the Documentation. "Documentation" means any applicable instructions, release notes and on-line help files in the form generally made available by PetCentric Health to its customers, as updated from time to time by PetCentric Health. If the Software does not perform as warranted and there is a



- material failure of the Software to conform to its functional specifications described in the Documentation that is reported by you to, and replicable by, PetCentric Health (“Errors”), PetCentric Health shall use commercially reasonable efforts to correct the Errors. As your exclusive remedy for any claim under this warranty, you shall promptly notify PetCentric Health in writing of its claim. Provided that such claim is reasonably determined by PetCentric Health to be PetCentric Health’s responsibility, PetCentric Health shall, within 30 days of its receipt of your written notice, (i) correct such Error; (ii) provide you with a plan reasonably acceptable to you for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from PetCentric Health, then PetCentric Health or you may terminate the affected Software. The preceding warranty cure shall constitute PetCentric Health’s entire liability and your exclusive remedy for cure of the warranty set forth herein in this Subsection. If you elects not to terminate the Software, you waives all rights for the applicable warranty cure set forth herein. PetCentric Health is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the Software by anyone other than PetCentric Health; (ii) PetCentric Health’s adherence to your specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) you deviating from the Software operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Software or (vi) any systems or programs not supplied by PetCentric Health.
- (d) **Services Warranty.** PetCentric Health warrants that the Services will be performed in a workmanlike manner. As your exclusive remedy for any claim under this warranty, you shall notify PetCentric Health in writing of its claim within 30 days of PetCentric Health’s completion of the applicable services and, provided that such claim is reasonably determined by PetCentric Health to be PetCentric Health’s responsibility, PetCentric Health shall re-perform the applicable service. PetCentric Health’s entire liability and your exclusive remedy for any breach of the warranty set forth in this section shall be the re-performance of the applicable service.
- (e) **DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY STATED IN THIS SECTION, ALL SOFTWARE AND SERVICES ARE PROVIDED ON AN ‘AS IS AS AVAILABLE’ BASIS. PETCENTRIC HEALTH, ITS LICENSORS, DATA CENTER AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, DATABASE, CONTENT, DELIVERABLES OR SERVICES ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION, (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY PETCENTRIC HEALTH, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.
- (f) **INTERNET ACKNOWLEDGEMENT.** CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND ITS DATA. ACCORDINGLY, PETCENTRIC HEALTH CANNOT AND DOES NOT GUARANTEE THE PRIVACY,

SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

- (g) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PETCENTRIC HEALTH'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER ANY APPLICABLE LAW) TO CUSTOMER AND USERS FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE AGREEMENT, WILL BE LIMITED TO THE FEES PAID FOR SUCH ITEMS THAT ARE THE SUBJECT MATTER OF THE CLAIM FOR THE PRIOR 12 MONTHS. IN NO EVENT WILL PETCENTRIC HEALTH, ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER OR USERS OR OTHER THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

**Section 5.12 Governing Law.** The Agreement shall be governed by the laws of the state of South Carolina.

**Section 5.13 Force Majeure.** Neither party shall be liable for nonperformance or defective or late performance of any of its obligations under the Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, emergency illness or injury, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers or subcontractors).

**Section 5.14 Meaning of Certain Words.** Unless otherwise stated, references to the Articles and Sections are to the Articles and Sections of the Agreement. Words importing the singular include the plural and vice versa as the context may imply. Words importing a gender include every gender as the context may imply. The headings to the Articles and Sections are for convenience only and have no legal effect. The word "including" means including, without limitation.

**Section 5.15 Updates and Changes to the Agreement.** The Agreement may be updated and changed by PetCentric Health by providing you at least 30 days prior written notice.