

Customer License Agreement

This Customer License Agreement is by and between Family Paws, LLC (“Family Paws”), a North Carolina limited liability company located at 141 Brannigan Place, Cary, NC 27511 and you, the educator referred to as the Customer below (“You”).

Customer:	Contact:
Address:	Phone:
Further Description of Customer’s Business including organization type and where incorporated (if applicable):	E-Mail:
<p>Family Paws® Services:</p> <ul style="list-style-type: none"> (1) Family Paws®’ 13-week Foundations course; and (2) 4 1-1 coaching sessions following course completion with Jennifer Shryock. <p>Family Paws® Educational Materials: [Note: Cross out anything that doesn’t apply.]</p> <ul style="list-style-type: none"> (3) The Dogs & Storks® PowerPoint presentation for use in live group presentations; (4) Information on games and activities for semi-private Dogs & Storks® workshops; (5) Dogs & Storks® handouts; (6) The Dogs & Storks® and the Family Paws® LLC trademarks; (7) Dogs & Toddlers PowerPoint presentation for use in live group presentations; (8) Information on games and activities for semi-private Dogs & Toddler’s® workshops; (9) Dogs & Toddlers Handouts; and (10) Images associated with Family Paws programs for educator use. 	
Fees: \$_____ (initial license fee, payable in advance, subject to the terms of Section 5).	Initial Term: One Year
First Renewal: \$_____, Due Date: _____	
Insurance:	

By accessing and utilizing the Family Paws Service and Family Paws Educational Materials, You accept, without limitation or qualification, (i) the provisions set forth above as well as those included in our [Terms and Conditions](#), incorporated fully herein by this reference, and (ii) acknowledges that any other agreements, oral, written, or otherwise, between the parties are superseded and of no force or effect.

You also expressly acknowledge that the license granted by this Agreement does not provide that you may represent yourself or your business as a Family Paws® or a Dogs & Storks® licensee in connection with live dog training, but only as an educator. Any part of your training that includes live dog training must be clearly delineated to your clients as yours alone and not as part of Family Paws® or Dogs & Storks®.

FAMILY PAWS, LLC

[_____]

By: _____
Jennifer Shryock, Manager Name/Title:
Date:

By:
Name/Title:
Date:

Customer License Terms and Conditions

THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) APPLY TO THE LICENSE AGREEMENT BETWEEN FAMILY PAWS, LLC (“FAMILY PAWS”), AND YOU (OR YOUR), THE PARTY LISTED AS CUSTOMER IN THE LICENSE AGREEMENT. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING THE LICENSE AGREEMENT, USING ANY FAMILY PAWS EDUCATIONAL MATERIALS, PRODUCTS AND/OR SERVICES, OR VIEWING ANY OTHER CONTENT FROM THE FAMILY PAWS WEB SITE. EVEN IF YOU DO NOT PAY OR SIGN THE AGREEMENT, YOUR USE OR CONTINUED USE OF ANY FAMILY PAWS SERVICE OR EDUCATIONAL MATERIALS CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. Definitions

As used in these Terms and Conditions (this “Agreement”), the following terms shall have the following meanings:

1.1. “**Agreement**” shall mean the Customer License Agreement and these Terms and Conditions, the terms of which are incorporated into the Customer License Agreement as if fully set forth, as stated therein and by this reference.

1.2. “**Family Paws® Service**” means Family Paws’ consulting and training services which are provided with any Family Paws® Educational Materials and delivered by Family Paws for Your sole use as provided for herein.

1.3. “**Family Paws® Educational Materials**” means Family Paws’ proprietary educational materials, which includes but is not limited to, any videos, products, charts, graphs, posters, handouts, written materials, audio products, and related resources, including all content, graphics, voice, and sound recordings, photos, documents, and text included therein, as well as all other related materials, services and products made available to You by Family Paws in any medium including, without limitation, as part of any class or presentation, on its Web site, via email, etc.

1.4. “**Documentation**” means any proprietary information and/or usage guidelines which are made available by Family Paws to You with respect to the Family Paws® Service and the Family Paws® Educational Materials, along with modifications and updates to all such documentation, in any format (e.g. printed form, via the Family Paws Web site, etc.). Any such guidelines, standards, and/or restrictions on Your use of the Family Paws® Service and the Family Paws® Educational Materials shall be incorporated into this Agreement by this reference and shall be binding upon You as if set forth herein.

1.5. “**Customer Services**” means any products and services created, developed, enhanced, marketed, published, distributed, licensed, and otherwise commercialized by You and made available to individuals, groups, or entities, which incorporate, in whole or in part, Family Paws® Services and/or Family Paws® Educational Materials and delivered to third parties through any medium including, without limitation, live and in-person, virtually, recorded, or through any web site or printed media.

1.6. “**Term**” shall cumulatively mean, where applicable, (i) the “*Initial Term*” which is defined as the first one year period that any specific Family Paws® Service and Family Paws® Educational Materials

are licensed to You, and (ii) each “*Renewal Period*” which is defined as each subsequent one year period (or as otherwise agreed) after expiration of the Initial Term.

2. License Grants; Ownership

2.1. License. Subject to the terms and conditions of this Agreement, Family Paws hereby grants to You a worldwide, royalty-free, non-exclusive, non-transferable, limited license during the Term, to market, promote, use, teach, and commercialize the Customer Services, using the Family Paws® Service and the Family Paws® Educational Materials, all in accordance with this Agreement and any applicable Documentation, and solely for inclusion as part of a broader offering made available directly by You to individuals or other third parties who are not professionals or seeking to be professionals within any industry similar to Family Paws or You, i.e., Your customers (the “License Grant”). You remain liable for any and all uses of the Family Paws® Service and the Family Paws® Educational Materials made by anyone under Your License Grant and You are responsible for maintaining the security of any password and online account. The License Grant terminates automatically, without refund, if You, or anyone under Your account, violates this Agreement.

2.2. Distribution and Sublicense Restrictions. The Family Paws® Service and the Family Paws® Educational Materials are licensed for use as part of a broader offering within the Customer Services only and You are not otherwise entitled to sublicense, share, utilize, make derivatives, or distribute the Family Paws® Service or the Family Paws® Educational Materials except as provided in Section 2.1. You have no rights whatsoever to sublicense, distribute, market or otherwise exploit any Family Paws® Service or Educational Materials, in whole or in part, as stand-alone products or in any manner except as part of the approved Customer Services as described herein. When utilizing any Family Paws® Service or Educational Materials as part of Your Customer Services, You shall never remove or alter any brand designations, copyright status, or other markings as provided by Family Paws, or otherwise remove any designation attributing the Family Paws® Services and Educational Materials as belonging to Family Paws. **THE LICENSE GRANT EXPRESSLY EXCLUDES ANY RIGHT TO PROMOTE ANY CUSTOMER SERVICE PROVIDED BY YOU THAT INCLUDES LIVE ANIMAL INTERACTIONS AS BEING PART OF, OR ENDORSED BY FAMILY PAWS OR ANY FAMILY PAWS SERVICE OR EDUCATIONAL MATERIALS. YOU SHALL ENSURE THAT ANY CUSTOMER SERVICE PROVIDED BY YOU THAT INVOLVES LIVE ANIMAL INTERACTION IS CLEARLY MARKETED AS YOUR CUSTOMER SERVICE SEPARATE AND APART FROM ANY FAMILY PAWS SERVICE OR EDUCATIONAL MATERIAL AND THAT YOU ALONE ARE SOLELY LIABLE FOR ANY AND ALL SUCH LIVE ANIMAL INTERACTIONS.**

2.3. Nonexclusivity. The License Grant granted herein is nonexclusive. Accordingly, nothing in this Agreement shall be construed as limiting in any manner Family Paws’ marketing or distribution activities or appointment of other dealers, distributors, clients, users, customers or agents, whether or not competitive to You or whether or not they might be in a similar geographic location.

2.4. Ownership. Notwithstanding anything else in the Agreement, Family Paws and its third party licensors retain (a) all title to, and, except as expressly and unambiguously licensed herein, all rights to the Family Paws® Service and the Family Paws® Educational Materials, all copies and derivative works thereof (by whomever produced) and all related documentation and materials, (b) all of their service marks, trademarks, trade names or any other designations including, without limitation Dogs & Storks™, and (c) all copyrights, patent rights, trade secret rights and other proprietary rights worldwide in the Family Paws® Service and the Family Paws® Educational Materials. Any efforts by You to copy, modify, distribute, transmit, display, broadcast, publicly perform, sell, sublicense, remove or alter any copyright,

trademark, or other proprietary notations, transfer the materials to another person or “mirror” the materials on any other server, or create derivative works based upon any such works is strictly prohibited. Likewise, subject to Family Paws’ rights in the Family Paws® Service and the Family Paws® Educational Materials as set forth herein, You shall retain ownership in the copyright and all other intellectual property rights to the Customer Services.

3. Customer Representations and Obligations

3.1. Except as expressly and unambiguously provided herein, You represent, warrant and agree:

3.1.1. to state within the Customer Services, and in any advertising materials that You are a “Licensed Educator of the Dogs & Storks® educational program,” or a “Licensed Educator of Dogs & Toddlers educational program,” whichever is applicable; and not to state or imply that You (a) have any affiliated relationship with Family Paws other than as a licensee as provided for herein, or (b) are certified as a Family Paws educator or indicate or imply that You have any accreditation that You in fact, do not have, or (c) provide Customer Services in connection with the License Grant that suggests a greater affiliation with Family Paws than is granted under the License Grant, particularly in connection with, although not limited to, live animal interaction;

3.1.2 to include (a) a working hyperlink to www.familypaws.com be included; and (b) the text “Dogs & Storks®, Dogs & Toddlers” or “Family Paws Parent Education” whichever is applicable, appear on each page of printed material available on and in the Customer Services on which any Family Paws trademarks are displayed;

3.1.3 not to include any material in the Customer Services that violates the copyright, patent, trademark, trade secret, name and likeness, and/or other rights of any third party;

3.1.4. not to include any material in the Customer Services that violates the right to privacy of any third party;

3.1.5. not to utilize, or to allow others to utilize, the Family Paws® Service or the Family Paws® Educational Materials for any illegal purpose or that will violate any laws, regulations, and/or other rules in any jurisdiction in which You choose to market the Customer Services;

3.1.6. to ascertain and comply with all applicable laws and regulations and standards of industry or professional conduct, including, without limitation, those applicable to local privacy laws (including GDPR), product claims, labeling, approvals, registrations and notifications;

3.1.7. to not by Yourself, or in concert with others, participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of the Family Paws® Service and/or the Family Paws® Educational Materials or Family Paws or other practices which may be detrimental to the Family Paws® Service and/or the Family Paws® Educational Materials or to Family Paws;

3.1.8. not to remove or alter any copyright or other proprietary notice from the Family Paws® Service or the Family Paws® Educational Materials;

3.1.9. not to (a) rent, lease or otherwise provide temporary access to the Family Paws® Service and/or the Family Paws® Educational Materials except as expressly provided by Your License Grant; (b) copy, alter or modify the Family Paws® Service and/or the Family Paws Educational Materials, except as expressly

provided by Your License Grant, or, (c) facilitate or allow others to do any of the foregoing;

3.1.10. to keep Family Paws informed as to any problems encountered with the Family Paws® Service and/or the Family Paws® Educational Materials and any resolutions arrived at for those problems (collectively, “Resolutions”). You further agree that Family Paws shall have any and all right, title and interest in and to any such Resolutions for the Family Paws® Service and/or Family Paws® Educational Materials, without the payment of any additional consideration therefor either to You, Your employees, or agents;

3.1.11 to, at its own cost, procure, maintain, and keep in full force and effect insurance to protect Yourself, Your end users, and Family Paws in accordance with good industry practice from all claims that arise out of or result from any action performed or contemplated by this Agreement; and

3.1.12. to use the Family Paws® Service and/or the Family Paws® Educational Materials for Your sole internal business purposes as well as commercialization and support of Your Customer Services as provided for herein. You shall for Yourself and Your end users, not: (a) permit any third party to access the Family Paws® Service and/or the Family Paws® Educational Materials except as permitted herein, (b) modify or create derivative works based on the Family Paws® Service; the Family Paws® Educational Materials; and/or Documentation; (c) modify, reverse engineer, translate, disassemble, or decompile the Family Paws® Service; the Family Paws® Educational Materials; and/or Documentation, or cause or permit others to do so, except and only to the extent such activity is expressly permitted by applicable law; (d) access the Family Paws® Service; the Family Paws® Educational Materials; and/or use the Documentation in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions, or graphics of the Family Paws® Service; the Family Paws® Educational Materials; and/or Documentation; or (e) remove or alter any title, trademark, copyright, and/or restricted rights notices or labels from the Family Paws® Service; the Family Paws® Educational Materials Services; and/or Documentation. Violation of any provision of this Section shall be the basis for immediate termination of this Agreement in Family Paws’ sole and absolute discretion.

3.2 to promptly notify Family Paws immediately if You become aware of any unauthorized use of the whole or any part of the Family Paws® Service and/or Family Paws® Educational Materials by any third party.

3.3. Except as expressly and unambiguously provided herein, You further agree that You shall be subject to the following requirements and perform the following obligations:

3.3.1. You agrees that You will only use positive reinforcement based practices and will not offer or support any service, product, offering or training of any manner, including, without limitation the Customer Services, that include any aversive tools (e.g. shock, choke, or prong).

3.3.2. Upon request, You shall allow Family Paws to review all Customer Services and underlying materials to ensure compliance with the License Grant including, without limitation, review of any insurance policy. Family Paws reserves the right to approve or deny any or all of the Customer Services including, without limitation, any course, service, product, content, or instructor, for any reason if, in Family Paws’ sole judgment, any of the foregoing may disparage the reputation and/or goodwill of Family Paws;

3.3.3. You shall be responsible for all content You provide on or in the Customer Services. You acknowledge that You own or have all necessary licenses, rights, consents, permissions, and authority to reproduce, distribute, publicly perform (including by means of a digital audio transmission), publicly display, communicate to the public, promote, market and otherwise use and exploit all Customer Services

works and/or content; and

3.3.4. You shall be solely responsible for determining the fees You charge Your customers for use and/or access to the Customer Services.

3.4 Assumption of Risk. You acknowledge and understand that dog training activities involve potential risk of personal injury and injury to personal property, including dogs, which may result from Your participation, and/or Your animal's participation, in dog training activities. You expressly assume, and absolve Family Paws of, all risk, whether to Yourself, Your animals, Your customers, or any third party, associated with Your provision of the Customer Services irrespective of the extent to which Family Paws® Services or Educational Materials are utilized therein.

4. Trademark License and Attribution

4.1. Trademark License

4.1.1. Each party owns trademarks for their respective products and/or services, including, but not limited to the Customer Services as to You and the Family Paws® Service; the Family Paws® Educational Materials; "Dogs & Storks®, Dogs & Toddlers" or "Family Paws Parent Education" as to Family Paws. Such trademarks shall include, without limitation, all names, logos, designs and other designations or brands (collectively, "Marks") used by each party in connection with their respective products and/or services. In addition, Family Paws, maintains a list of licensed educators its website which will include You and a link to Your primary website (as You designate to us) so long as You maintain an active, paid up License Grant.

4.1.2. Except as expressly set forth herein, each party shall grant the other party a nonexclusive, nontransferable, non-sublicensable license to refer to the granting party's products and technologies using the associated Marks as set forth explicitly in this Agreement, provided that the Marks are (a) used only as provided by the other party without material alteration, (b) marked with the applicable ® or ™ notices, and (c) attributed to the appropriate party in an appropriate location in such materials.

4.1.3. Except as expressly provided herein, no license or other rights with respect to Marks of either party hereto is conferred upon the other party. Each party acknowledges and agrees that all use of the other party's Marks shall inure to the benefit of the owner of such Marks.

5. Fees and Payment

5.1. Fees and Payment. You agree to pay Family Paws the fees and other charges (collectively "Fees") as provided for in the Agreement. All fees shall be due in advance of the applicable Term and are non-refundable. This Agreement and the applicable License Grant terminates automatically if timely payment is not received.

5.1.2 The terms of this Agreement may renew upon the mutual written agreement of the parties.

5.2. Taxes. All Fees are payable in United States dollars. All stated Fees are exclusive of any and all taxes, fees and duties, including without limitation any value added tax and/or sales tax, and You is solely responsible for payment of such taxes (excluding taxes based on Family Paws' net income).

6. Warranty and Disclaimer

6.1. Warranties. Family Paws represents and warrants that (a) it has the power and authority to enter into this Agreement and to fully perform its respective obligations hereunder; (b) this Agreement has been executed by its duly authorized representative; and (c) it is under no contractual or other legal obligation which would interfere in any way with the full, prompt, and complete performance of its obligations pursuant to this Agreement. Family Paws further represents and warrants that (i) the Family Paws® Service and the Family Paws® Educational Materials are original, (ii) the Family Paws® Service and/or the Family Paws® Educational Materials do not knowingly infringe any copyright or trademark rights of any third party nor, to the best of Family Paws' knowledge, do they violate any patent rights of any third party, and (iii) Your exercise of the License Grant granted by Family Paws pursuant to this Agreement will not infringe any valid and subsisting patent, copyright or trademark rights owned by any third party.

6.2. Exclusions. This warranty does not extend to any Family Paws® Service and/or Family Paws® Educational Materials that is modified or altered, is not used in a manner consistent with the Documentation, Family Paws' recommendations, or as otherwise intended by Family Paws consistent with this Agreement.

6.3. EXCEPT AS PROVIDED IN SECTION 6.1 (WARRANTIES) ABOVE, (A) THE FAMILY PAWS® SERVICE AND THE FAMILY PAWS® EDUCATIONAL MATERIALS ARE PROVIDED "AS IS" AND "WHERE IS" BY FAMILY PAWS AND ARE ACCEPTED AS SUCH BY YOU, (B) FAMILY PAWS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO THE FAMILY PAWS® SERVICE AND/OR THE FAMILY PAWS® EDUCATIONAL MATERIALS, AND DOCUMENTATION, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. FAMILY PAWS DOES NOT WARRANT THAT THE FAMILY PAWS® SERVICE AND/OR THE FAMILY PAWS® EDUCATIONAL MATERIALS, OR DOCUMENTATION WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED OR ERROR FREE. FAMILY PAWS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA CONTAINED IN THE FAMILY PAWS EDUCATIONAL MATERIALS OR DOCUMENTATION. EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOU AGREE THAT FAMILY PAWS WILL NOT BE LIABLE FOR ANY DAMAGES THAT YOU OR YOUR END USERS MAY INCUR ARISING OUT OF THE USE OR INABILITY TO USE ANY CUSTOMER SERVICES. FAMILY PAWS LIKEWISE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR GUARANTEES THAT YOU WILL EARN ANY MONEY USING THE FAMILY PAWS® SERVICE AND/OR THE FAMILY PAWS® EDUCATIONAL MATERIALS. YOU ACCEPT ALL RESPONSIBILITY FOR EVALUATING YOUR OWN EARNING POTENTIAL AS WELL AS EXECUTING YOUR OWN BUSINESS AND SERVICES. YOUR EARNING POTENTIAL IS ENTIRELY DEPENDENT ON YOUR OWN PRODUCTS, IDEAS, TECHNIQUES; YOUR EXECUTION OF YOUR BUSINESS PLAN. SINCE THESE FACTORS DIFFER AMONG ALL INDIVIDUALS, FAMILY PAWS CANNOT AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR GUARANTEES REGARDING YOUR SUCCESS.

7. Limitation on Liability

7.1. EXCEPT WITH RESPECT TO FAMILY PAWS' OBLIGATIONS PURSUANT TO SECTION 8 (INDEMNIFICATION), IN NO EVENT SHALL FAMILY PAWS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF PROPERTY, EQUIPMENT, INFORMATION OR DATA, LOSS OF PROFITS, REVENUE OR

GOODWILL, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS FOR SERVICE INTERRUPTIONS OR TRANSMISSION PROBLEMS, OCCASIONED BY ANY DEFECT IN THE FAMILY PAWS® SERVICES AND FAMILY PAWS® EDUCATIONAL MATERIALS, THE INABILITY TO USE SERVICES PROVIDED HEREUNDER OR ANY OTHER CAUSE WHATSOEVER WITH RESPECT TO THE FAMILY PAWS EDUCATIONAL MATERIALS OR THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. IN NO EVENT SHALL FAMILY PAWS' LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY YOU TO FAMILY PAWS DURING THE SIX (6) MONTHS PRIOR TO THE OCCURRENCE GIVING RISE TO SUCH CLAIM.

8. Indemnification

8.1. You shall indemnify, defend and hold Family Paws and its affiliates, officers, directors, agents and employees harmless from any losses, liabilities, damages, costs or expenses, including reasonable attorney's fees, arising from any third party claim or action arising out of (a) any claim that the Customer Services, or any portion thereof (excluding any unaltered Family Paws® Service or Educational Materials), and/or any other act or omission of You infringes the copyright, trademark, trade secret rights, and/or other proprietary rights of a third party; (b) any breach by You of Your obligations under this Agreement; (c) any negligent acts and omissions, or failure to act by You, Your employees or agents, in performing or providing any Customer Services to any party which result in death, personal injury, or tangible property damage; or (d) any unauthorized alteration, modification, adjustment or enhancement made by You to the Family Paws® Service and/or the Family Paws® Educational Materials, provided (i) You are promptly notified of any and all threats, claims and proceedings related thereto, (ii) You shall have sole control of the defense and/or settlement thereof, and (iii) Family Paws provides You with reasonable assistance.

8.2. Family Paws shall indemnify, defend and hold You and Your officers, directors, agents and employees harmless from liability resulting from any third party action or claim that the Family Paws® Service and/or the Family Paws® Educational Materials infringes any third party copyright, trade secret or trademark of any third party; provided, however, that (i) Family Paws is promptly notified of any and all threats, claims and proceedings related thereto, (ii) Family Paws shall have sole control of the defense and/or settlement thereof, (iii) You furnish to Family Paws, upon request, information available to You for such defense, and (iv) You provide Family Paws with reasonable assistance. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

8.3. The foregoing obligation of Family Paws does not apply to infringement claims pertaining to the Family Paws® Service and/or the Family Paws® Educational Materials (a) where the Family Paws® Service and/or Family Paws® Educational Materials is (i) modified by You or others (other than modifications made pursuant to express instructions from Family Paws), if the alleged infringement relates to such modification, (ii) combined with other processes or materials not supplied by Family Paws where the combination is the main cause of infringement; (iii) not used in accordance with this Agreement, to extent the claim of infringement arises from such use that is not in accordance with this Agreement; or (b) where You continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.

8.4. If the Family Paws® Service and/or the Family Paws® Educational Materials becomes subject to a claim of infringement for which Family Paws may become liable, Family Paws may at its option (a) obtain the right for You to continue using the Family Paws® Service and/or the Family Paws® Educational

Materials; (b) replace or modify the Family Paws® Service and/or Family Paws® Educational Materials to make it non-infringing, so long as the replacement or modification meets substantially similar specifications; or (c) terminate this Agreement.

9. Term and Termination

9.1. **Term.** Unless terminated earlier as provided herein, this Agreement shall commence upon Your initial payment and License Grant hereunder permitting access to and use of the Family Paws® Service and shall remain in force for the time period paid for, or until the expiration date as specified by Family Paws or, if no such expiration date or time period is specified by Family Paws, until terminated or cancelled (see Section 5.1.2 above) as provided herein (“Term”).

9.2. **Termination.** In addition, either Party may terminate this Agreement if the other party materially breaches this Agreement and such material breach is not cured within thirty (30) days of written notice describing the breach. Family Paws, in its sole discretion, also reserves the right to suspend or terminate Your account and refuse any and all current or future use of the Family Paws® Service, for any reason at any time. Family Paws reserves the right to refuse service to anyone for any reason at any time.

9.3. **Effect of Termination/Expiration.** Upon the expiration or termination of this Agreement: (a) all of Your rights hereunder shall terminate and You shall immediately cease all use of the Family Paws® Service and/or the Family Paws® Educational Materials; (b) all unpaid amounts due as of the expiration or termination date shall immediately become due and payable; (c) within fifteen (15) days of the expiration or termination date, You shall, at Your own expense, and at Family Paws’ sole option, either return all copies of the Family Paws® Service and/or the Family Paws® Educational Materials and all the Documentation in Your possession or control, or, shall destroy and certify such destruction of all materials related to the Family Paws® Service and/or the Family Paws® Educational Materials and the Documentation in Your possession or control. If Family Paws terminates this Agreement for cause, and You have paid in advance for any as yet unfulfilled Term, there will be no refunds of such amount.

9.4. Modifications to the Service.

9.4.1. Family Paws reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, use of the Family Paws® Service, the Family Paws® Educational Materials, Documentation, or any part thereof, with or without notice at expiration of the Initial Term or any Renewal Term.

9.5. **Survival.** Sections 1 (Definitions), Section 2.4 (Ownership), Section 6 (Warranty and Disclaimer), Section 7 (Limitation of Liability), Section 8 (Indemnification), Section 9.3 (Effect of Termination/Expiration), this Section 9.5 (Survival), and Section 10 (Miscellaneous) shall survive the termination or expiration of this Agreement in accordance with their terms.

10. Miscellaneous

10.1. **Waiver.** A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not be effective unless in writing and shall not be deemed or construed to be a waiver of such term or condition or any subsequent breach thereof.

10.2. **Severability.** It is agreed that if any provision, or part of a provision, of this Agreement is held to be

invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision and to allow the parties to have the intended benefit of their bargain. If it cannot be so reformed it shall be omitted, unless such omission would destroy the overall material purpose of the Agreement in which case the Agreement shall terminate. The balance of this Agreement shall remain valid and unchanged and in full force and effect.

10.3. **Entire Agreement.** This Agreement, together with its exhibits and attachments, constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, supersedes all other agreements, oral or written, between the parties.

10.4. **Assignment.** This Agreement may not be assigned or sublicensed by You in whole or in part (by contract, merger, operation of law or otherwise) without the prior written consent of Family Paws. This Agreement shall be binding upon and ensure for the benefit of the successors in title of the parties hereto.

10.5. **Headings.** Headings to clauses in this Agreement are for convenience and identification only and shall not be construed as forming part of this Agreement.

10.6. **Governing Law/Dispute Resolution.** Family Paws may modify and/or revise this Agreement from time to time by updating this posting. You acknowledge and agree that You shall be bound by any such revisions upon continued use of the Family Paws® Services or Education Materials and that You should therefore periodically visit this page to review the then current terms and conditions to which You are bound. The laws of the State of North Carolina, and federal law as applicable, shall govern this Agreement. The parties hereby submit to the laying of venue and the exclusive jurisdiction of the state and federal courts sitting in Wake County, North Carolina.

10.7. **Force Majeure.** Neither party shall be liable to the other for acts beyond its reasonable control including, but not limited to, acts of God, or public enemy, the acts or failure to act of any governmental authority, acts of civil or military authority, labor disputes, fires, wars, embargoes, epidemics, floods, unusually severe weather, or shortage or absence of power (including primary power and failure of backup systems).

10.8. **No Third-Party Beneficiaries.** No person not a party to this Agreement shall have or acquire any rights by reason of this Agreement nor shall any party hereto have any obligation or liability whatsoever to any such person by reason of this Agreement, except as otherwise expressly provided for herein.

10.9 **Independence.** This Agreement, notwithstanding anything to the contrary, is not to be construed as forming any partnership, joint venture, franchise, employer/employee, or any other relationship between the parties other than as independent contractors, each wholly responsible for their own conduct, acts and omissions, and risks taken, and that neither party has any authority to bind or speak on behalf of the other party.