

### 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.

Customer:	Contact:
Address:	Phone:
Further Description of Customer’s Business including organization type and where incorporated (if applicable):	E-Mail:
<b>Family Paws Services:</b> (1) Family Paws’ 13-week Foundations course; and (2) 4 1-1 coaching sessions following course completion with Jennifer Shryock.	
<b>Family Paws Educational Materials:</b> [Note: Cross out anything that doesn’t apply.] (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.	
<b>Fees:</b> \$_____ (initial license fee, payable in advance, subject to the terms of Section 5).  First Renewal: \$_____, Due Date: _____	<b>Initial Term:</b> One Year
<b>Insurance:</b>	

**By accessing and utilizing the Family Paws Service and Family Paws Educational Materials, Customer accepts, 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incorporated fully herein by this reference, and (ii) acknowledges that any other agreements between the parties are superseded and of no force or effect.**

FAMILY PAWS, LLC

[\_\_\_\_\_]

By: \_\_\_\_\_  
 Name/Title: Jennifer Shryock, Manager  
 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, THE PARTY LISTED AS CUSTOMER IN THE LICENSE AGREEMENT. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY FAMILY PAWS EDUCATIONAL MATERIALS, PRODUCTS AND/OR SERVICES OR VIEWING ANY OTHER CONTENT FROM THE FAMILY PAWS WEB SITE.**

### 1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

1.1. **“Agreement”** shall mean the Customer License Agreement and the Terms and Conditions, the terms of which are incorporated herein by this reference.

1.2. **“Family Paws® Service”** means Family Paws’ consulting and training services which are complementary to Family Paws® Educational Materials and delivered by Family Paws for Customer’s internal use only.

1.3. **“Family Paws® Educational Materials”** means Family Paws’ proprietary Educational Materials, videos, 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 Customer 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 is made available by Family Paws to the Customer 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 Customer’s 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 Customer 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 Customer and made available to individuals, which incorporates, in part, Family Paws® Services and Family Paws® Educational Materials and delivered to third parties through any medium including, without limitation any web site.

1.6. **“Term”** shall cumulatively mean, if 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 available to Customer, and (ii) each *“Renewal Period”* which is defined as each subsequent one year period 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 Customer a worldwide, royalty-free, nonexclusive, non-transferable, limited license during the Term, to

market, promote, publish, distribute, license and commercialize the Customer Services, using the Family Paws® Service and the Family Paws Educational Materials, all in accordance with the Documentation, and solely for inclusion as part of a broader offering made available to individuals or other third parties who are not professionals or seeking to be professionals within any industry similar to Family Paws or Customer (the “License Grant”).

**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 Customer is otherwise not entitled to sublicense, share, utilize, or distribute the Family Paws® Service or the Family Paws® Educational Materials except as provided in Section 2.1. Customer shall have no rights whatsoever to sublicense, distribute, market or otherwise exploit any Family Paws works, in whole or in part, as stand-alone products or in any manner except as part of the approved Customer Services.

**2.3. Nonexclusivity.** The licenses granted herein are 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.

**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 Customer to copy, modify, distribute, transmit, display, broadcast, publicly perform, sell, sublicense, 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, Customer shall own 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, Customer represents, warrants and agrees:

3.1.1. to state within the Customer Services, and in any advertising materials that Customer is 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 Customer (a) has any affiliated relationship with Family Paws other than as a licensee as provided for herein, or (b) is certified as an educator;

3.1.2 to include (a) a working hyperlink to [www.familypaws.com](http://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 Customer chooses 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 itself or 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 provided above; (b) copy, alter or modify the Family Paws® Service and/or the Family Paws Educational Materials, except as provided above, or, (c) 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"). Customer further agrees 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 Customer, its employees, or agents;

3.1.11 to, at its own cost, procure, maintain, and keep in full force and effect insurance to protect Customer, its 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 its internal business purposes as well as commercialization and support of Customer Services as provided for herein. Customer shall for itself and its 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; and (e) remove or obscure 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.

3.2 to promptly notify Family Paws immediately if the Customer becomes 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, Customer further agrees that it shall be subject to the following requirements and perform the following obligations:

3.3.1. Customer agrees that it 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, Customer 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' reasonable judgment, any of the foregoing may disparage the reputation and/or goodwill of Family Paws;

3.3.3. Customer shall be responsible for all content Customer provides on or in the Customer Services. Customer acknowledges that Customer owns or has 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 any such Customer works and/or content; and

3.3.4. Customer shall be solely responsible for determining the fees Customer charges its customers and/or customers for use and/or access to the Customer Services.

#### **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 Customer 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 Customer and a link to Customer's primary website will be included during the Term of this Agreement.

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 in the text of the relevant materials in the same type size and typeset as the surrounding text, (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.** Customer agrees 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 term covered and are

non-refundable. Family Paws shall have the right to terminate this Agreement and the License Grant for which payment is not received immediately should Customer fails to pay such fees in a timely manner.

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 Customer 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 and patent rights of any third party, and (iii) Customer's exercise of the license rights granted by Family Paws pursuant to this Agreement will not infringe any valid and subsisting patent, copyright or trademark rights owned by persons other than Customer.

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 CUSTOMER, (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 CUSTOMER'S 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, CUSTOMER AGREES THAT FAMILY PAWS WILL NOT BE LIABLE FOR ANY DAMAGES THAT CUSTOMER OR ITS END USERS MAY INCUR ARISING OUT OF THE USE OR INABILITY TO USE ANY CUSTOMER SERVICES. FAMILLY PAWS LIKEWISE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR GUARANTEES THAT CUSTOMER WILL EARN ANY MONEY USING THE FAMILY PAWS® SERVICE AND/OR THE FAMILY PAWS® EDUCATIONAL MATERIALS. CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR EVALUATING CUSTOMER'S OWN EARNING POTENTIAL AS WELL AS EXECUTING CUSTOMER'S OWN BUSINESS AND SERVICES. THE CUSTOMER'S EARNING POTENTIAL IS ENTIRELY DEPENDENT ON THE CUSTOMER'S OWN PRODUCTS, IDEAS, TECHNIQUES; THE CUSTOMER'S EXECUTION OF THE CUSTOMER'S BUSINESS

PLAN. SINCE THESE FACTORS DIFFER AMONG ALL INDIVIDUALS, THE COMPANY CANNOT AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR GUARANTEES REGARDING THE CUSTOMER'S 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 CUSTOMER TO FAMILY PAWS DURING THE SIX (6) MONTHS PRIOR TO THE OCCURRENCE GIVING RISE TO SUCH CLAIM.

## **8. Indemnification**

8.1. Customer 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, and/or any other act or omission of Customer infringes the copyright, trademark, trade secret rights, and/or other proprietary rights of a third party; (b) any breach by the Customer of its obligations under this Agreement; (c) any negligent acts and omissions, or failure to act by Customer, its 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 the Customer to the Family Paws® Service and/or the Family Paws® Educational Materials, provided (i) Customer is promptly notified of any and all threats, claims and proceedings related thereto, (ii) Customer shall have sole control of the defense and/or settlement thereof, and (iii) Family Paws provides Customer with reasonable assistance.

8.2. Family Paws shall indemnify, defend and hold Customer and its 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) Customer furnishes to Family Paws, upon request, information available to Customer for such defense, and (iv) Customer provides 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 Customer (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 Customer 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 Customer 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 Customer's initial access to and use of the Family Paws® Service and shall remain in force for the time period 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 Customer's 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 Customer's rights hereunder shall terminate and Customer 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 Customer shall, at its 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 its 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 its possession or control.

### **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) 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 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. 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 Customer 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 the purpose of information 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. Customer acknowledges and agrees that Customer shall be bound by any such revisions and that Customer should therefore periodically visit this page to review the then current terms and conditions to which it shall be bound. The laws of the State of North Carolina shall govern this Agreement. The parties hereby submit to 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.