

## PAWLICY TERMS AND CONDITIONS

This agreement between Pawlicy Advisor, Inc. ("Pawlicy"), and Veterinary Practice (as defined below) consists of these Terms and Conditions, any applicable Order Form (as defined below), and any other terms and conditions disclosed to Veterinary Practice as a condition to any option selected and/or provided to Veterinary Practice during Registration (as defined below), which are hereby incorporated by reference (collectively, this "Agreement"). Each of Veterinary Practice and Pawlicy may be referred to herein individually as a "Party" or collectively as the "Parties".

BY CLICKING "ACCEPT" TO INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT OR BY EXECUTING AN ORDER FORM REFERENCING THESE TERMS AND CONDITIONS, YOU AGREE YOU HAVE READ AND ARE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER LEGAL ENTITY OR VETERINARY PRACTICE, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM "VETERINARY PRACTICE" WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PAWLICY PLATFORM (AS DEFINED BELOW).

This Agreement is effective as of the date you execute a document that references these Terms and Conditions and is signed by an authorized representative of Pawlicy (an "Order Form") or otherwise accept these Terms and Conditions, such as by clicking "Accept" to indicate your acceptance of this Agreement, (such date, the "Effective Date"), and governs Veterinary Practice's use of Pawlicy's software-as-a-service portal and related technology or sites for Pawlicy's products and services (the "Pawlicy Platform"). The Pawlicy Platform includes any updates that are made generally available by Pawlicy to customers at no additional charge during the Term (as defined below), but expressly excludes any upgrades or additional services that are made available by Pawlicy for an additional charge.

### 1. ACCESS TO PLATFORM

- 1.1. Pawlicy Platform. Pawlicy may communicate its products and services to Veterinary Practice's customers on Veterinary Practice's behalf and make the Pawlicy Platform available to Veterinary Practice's pursuant to this Agreement during the Term (collectively, the "Services"). Subject to the terms and conditions of this Agreement, Pawlicy hereby grants Veterinary Practice a limited, nonexclusive, nontransferable (except as set forth in Section 9), non-sublicensable right, during the Term, to access and use the Pawlicy Platform solely for Veterinary Practice's own purposes. Veterinary Practice acknowledges and agrees that the Pawlicy Platform may, subject to Veterinary Practice's permission, transcribe or otherwise input notes relating to the Services, including customers' insurance coverage, in the customer records stored within Veterinary Practice's practice management system.
- 1.2. Limitations. Except as expressly permitted hereunder, Veterinary Practice shall not, and shall not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Pawlicy Platform; (ii) modify, translate or create derivative works based on the Pawlicy Platform; (iii) copy (except for archival purposes), rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Pawlicy Platform; (iv) use the Pawlicy Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Pawlicy Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Pawlicy or its suppliers on the Pawlicy Platform.
- 1.3. Modifications: Changes to the Service. Pawlicy reserves the right to modify or change the Services at any time, including, without limitation, by adding, discontinuing or altering certain functions and features of the Pawlicy Platform, and to require new conditions for use or access of the Pawlicy Platform. Pawlicy will provide at least fifteen (15) days' notice to Veterinary Practice of any material modifications to the Pawlicy Platform (notice via electronic mail to suffice). Pawlicy will not be liable to Veterinary Practice for any changes to the Services, regardless of the reason for such modifications. Veterinary Practice's sole remedy with respect to any dissatisfaction with any changes to the Services will be to terminate this Agreement by providing written notice to Pawlicy within thirty (30) days of such material modification.
- 1.4. Third-Party Services. To the extent that the Pawlicy Platform is linked to, enables access to or is integrated with certain third party services, products, solutions, software, technology, content or resources ("Third Party Services"), Veterinary Practice may be subject to the additional terms related to such Third Party Services.
- 1.5. Text Messaging and Phone Calls. To the extent that Pawlicy registers phone numbers and calls or texts pet owners on Veterinary Practice's behalf, Pawlicy's Text Message Terms will apply to such Services, such Text Message Terms are hereby incorporated by reference.

### 2. OWNERSHIP; RESERVATION OF RIGHTS

- 2.1. Veterinary Practice Data. Veterinary Practice or its licensors own the data inputted, shared or uploaded by Veterinary Practice into or via the Pawlicy Platform or otherwise made available to Pawlicy by the Veterinary Practice (the "Veterinary Practice Data"). Veterinary Practice hereby grants to Pawlicy a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable (directly and indirectly through multiple tiers), nontransferable (except as set forth in Section 8) right and license, to copy, use, disclose, store, distribute, display, modify, create derivative works of and otherwise use the Veterinary Practice Data to perform Pawlicy's obligations under this Agreement and in connection with the Services. As between the Parties, Veterinary Practice reserves any and all right, title and interest in and to the Veterinary Practice Data other than the licenses expressly granted to Pawlicy under this Agreement.
- 2.2. Ownership: Reservation of Rights. Veterinary Practice acknowledges and agrees that, as between the Parties, Pawlicy retains all right, title and interest in and to the Services, all improvements, updates, modifications or enhancements thereto, and all intellectual property rights related thereto. Pawlicy grants no, and reserves any and all, rights other than the rights expressly granted to Veterinary Practice under this Agreement with respect to the Pawlicy Platform.

### 3. TERM, TERMINATION

- 3.1. Term. This Agreement commences on the Effective Date and continues until terminated in accordance with its terms (the "Term").
- 3.2. Termination. Veterinary Practice may terminate this Agreement (a) by providing at least thirty (30) days' notice to Pawlicy, for any or no reason, or (b) in accordance with Sections 1.3 or 3.1. Pawlicy may terminate this Agreement (i) by providing at least thirty (30) days' notice to Veterinary Practice via electronic mail, for any or no reason, (ii) in accordance with Section 7.1 or (iii) immediately upon notice to Veterinary Practice via electronic mail if Veterinary Practice is in breach of this Agreement.
- 3.3. Effect of Termination. The effective date of termination will be the last day of the then-current term during which such termination occurs, and Pawlicy will have the right to immediately terminate Veterinary Practice's access and use the Pawlicy Platform; provided, that, if this Agreement is terminated by Veterinary Practice pursuant to Section 1.3 or by Pawlicy pursuant to Section 3.2(iii) or Section 7.1, the effective date of termination will be the date on which Veterinary Practice or Pawlicy terminates this Agreement. Upon the effective date of the termination of this Agreement, all rights granted by Pawlicy hereunder and all obligations of Pawlicy to provide the Pawlicy Platform shall immediately terminate and Veterinary Practice shall cease use of the Pawlicy Platform. Upon termination of this Agreement, each Party will

return or destroy all copies or other embodiments of the other Party's Confidential Information (subject to Pawlicy's rights under Section 2.1(b)).

- 3.4. Survival. Upon any termination of this Agreement, all obligations in this Agreement shall terminate, provided that Sections 2, 3.3, 3.4, 4, 5, 6, 7 and 8 shall survive.

#### **4. CONFIDENTIALITY**

- 4.1. As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services shall be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Pawlicy's Confidential Information includes, without limitation, the Services. Information will not be deemed Confidential Information if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each Party agrees that it shall use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement. Neither Party will disclose, or permit to be disclosed, the other Party's Confidential Information directly or indirectly, to any third party without the other Party's prior written consent, except as otherwise permitted hereunder. Without limiting Pawlicy's rights under Section 2.1, each Party will use reasonable measures to protect the confidentiality and value of the other Party's Confidential Information. Notwithstanding any provision of this Agreement, either Party may disclose the other Party's Confidential Information, in whole or in part (i) to its employees, officers, directors, consultants and professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives) who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as required by law (in which case each Party shall provide the other with prior written notification thereof, shall provide such Party with the opportunity to contest such disclosure, and shall use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each Party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of this Section, the non-breaching Party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each Party shall promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations in this Agreement.

#### **5. REPRESENTATIONS, WARRANTIES AND DISCLAIMER**

- 5.1. Representations and Warranties. Each Party represents, warrants and covenants to the other Party that (a) it has the required power and authority to enter into this Agreement and to perform hereunder; (b) the execution of this Agreement and performance thereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.
- 5.2. Veterinary Practice Representations and Warranties. Veterinary Practice represents, warrants and covenants that (a) it has the legal authority and all rights necessary to provide, share or upload the Veterinary Practice Data hereunder; and (b) its provision, sharing, providing access to, or uploading of the Veterinary Practice Data hereunder does not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations Veterinary Practice has to any third party or any other rights of any third party or any applicable law, rule or regulation.
- 5.3. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AND PAWLICY DISCLAIMS ANY AND ALL WARRANTIES. PAWLICY DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION, PROVISION, USE, OR RECEIPT OF THE SERVICES WILL BE UNINTERRUPTED. PAWLICY IS NOT RESPONSIBLE FOR AND DISCLAIMS ALL LIABILITY FOR ANY LOST, DELETED OR DAMAGED DATA. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.
- 5.4. Disclaimer Regarding Use and Storage of Veterinary Practice Data. Veterinary Practice acknowledges that Pawlicy may establish general practices and limits concerning use or receipt of the Services, including without limitation the maximum period of time that Veterinary Practice Data will be retained by in connection with the Services. Veterinary Practice acknowledges and agrees that the Pawlicy's products and services are not an electronic health care record system and that Veterinary Practice is solely responsible for maintaining, preserving and storing its own electronic health records, including those that may constitute Veterinary Practice Data. Veterinary Practice acknowledges that Pawlicy reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. Veterinary Practice acknowledges that Pawlicy may preserve content and may also disclose content if required to do so by Law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable Laws or government requests; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Pawlicy, its users and the public. Veterinary Practice agrees that (1) Pawlicy and its third party service providers shall not be liable (including, but not limited to, for any direct, indirect, special, punitive, incidental or consequential damages or losses) to Veterinary Practice for any reason with respect of the use of Veterinary Practice Data; (2) Pawlicy's third party service providers expressly disclaim any warranties to Veterinary Practice with respect to Veterinary Practice Data; and (c) it shall not make any claims against Pawlicy's third party service providers with respect to Veterinary Practice Data; and (iv) state that Veterinary Practice's end users and customers acknowledge and agree that the limitations, disclaimers, exclusions and agreements in favor of Pawlicy and its third party service providers set forth in this Section will be held in trust by Veterinary Practice for, and enure to the benefit of, Pawlicy its third party survive providers and will be binding on Veterinary Practice.
- 5.5. Disclaimer Regarding Third Party Websites and Software. Pawlicy has no control over Third Party Services and Pawlicy is not responsible for and does not endorse such Third Party Services. Veterinary Practice acknowledges and agrees that Pawlicy will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any Third Party Services, or for any dealings with or communications to any customer via or using any Third Party Service. VETERINARY PRACTICE FURTHER ACKNOWLEDGES THAT PAWLICY IS NOT LIABLE FOR ANY THIRD-PARTY SOFTWARE OR TECHNOLOGY THAT MAY BE INTEGRATED WITH OR LINKED TO OR USED WITH THE SERVICES, INCLUDING THE PAWLICY PLATFORM, AND PAWLICY DISCLAIMS ALL LIABILITIES THAT MAY ARISE IN CONNECTION THEREWITH.

- 5.6. Health Related Content; Disclaimer. Veterinary Practice acknowledges that Pawlicy is not authorized to provide direct services requiring professional licensure. Veterinary Practice acknowledges that Pawlicy does not have control over the quality, accuracy, completeness, veracity or legality of content provided by third parties, and Pawlicy does not, nor has any obligation to, inquire into or attempt to verify the statements, materials or information provided by or via the Pawlicy Platform. Veterinary Practice understands and agrees that in no event will Pawlicy be liable for any decision made or action taken in reliance on the veterinary information, records, data or materials, or any other materials or data, contained on, communicated through, or accessible on, the Pawlicy Platform. Pawlicy makes no representation and assumes no responsibility for the accuracy of information or materials contained on or available through the Services, and such information is subject to change without notice. VETERINARY PRACTICE ACKNOWLEDGES AND AGREES THAT PAWLICY DOES NOT PROVIDE ANY MEDICAL OR DENTAL DIAGNOSIS OR TREATMENT SERVICES OR ADVICE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR ENDORSEMENTS REGARDING ANY VETERINARY INFORMATION THAT VETERINARY PRACTICE MAY OBTAIN OR COMMUNICATE THROUGH THE PAWLICY TECHNOLOGY. PAWLICY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER THIRD PARTY INFORMATION, WEBSITE, PRODUCT, OR SERVICE THAT IS PURCHASED OR ACCESSED IN CONNECTION WITH THE SERVICES, INCLUDING THE PAWLICY PLATFORM.

## **6. LIMITATIONS OF LIABILITY**

- 6.1. Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT SHALL PAWLICY BE LIABLE TO THE VETERINARY PRACTICE FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST, DELETED, OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.
- 6.2. General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL PAWLICY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THE SERVICES OR THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED \$100. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.
- 6.3. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## **7. INDEMNIFICATION**

- 7.1. Indemnification by Pawlicy. Pawlicy shall defend Veterinary Practice and the officers, directors, agents, and employees of Veterinary Practice ("Veterinary Practice Indemnified Parties") against any third party claim, allegation or legal action (a "Claim") arising from an allegation that Veterinary Practice's authorized use of the Pawlicy Platform infringes any copyright or misappropriates a trade secret of any third party. Further, Pawlicy shall indemnify the Veterinary Practice Indemnified Party against any damages actually awarded or paid in connection therewith, including any reasonable attorneys' fees. Notwithstanding the foregoing, Pawlicy's indemnification obligation will not apply to claims to the extent arising from (a) modification of the Pawlicy Platform by any party other than Pawlicy without Pawlicy's express consent; (b) the combination, operation, or use of the Pawlicy Platform with other product(s), data or services where the Pawlicy Platform would not by itself be infringing; or (c) unauthorized or improper use of the Pawlicy Platform. If the use of the Pawlicy Platform by Veterinary Practice has become, or in Pawlicy's opinion is likely to become, the subject of any claim of infringement, Pawlicy may at its option and expense (i) procure for Veterinary Practice the right to continue using the Pawlicy Platform as set forth hereunder, (ii) replace or modify the Pawlicy Platform to make it non-infringing so long as the Pawlicy Platform has at least equivalent functionality, (iii) substitute an equivalent for the Pawlicy Platform or (iv) if options (i)-(iii) are not reasonably practicable, terminate this Agreement (subject to a refund of pre-paid fees (if any) for the remaining part of the then-current term). This Section 7.1 states Pawlicy's entire obligation and Veterinary Practice's sole remedies in connection with any claim regarding the intellectual property rights of any third party.
- 7.2. Indemnification by Veterinary Practice. Veterinary Practice shall defend Pawlicy and the officers, directors, agents, and employees of Pawlicy ("Pawlicy Indemnified Parties") against any Claims arising from (a) any use or disclosure by Veterinary Practice of the Services in violation of this Agreement, (b) the exercise of any rights granted to Pawlicy by Veterinary Practice in or to the Veterinary Practice Data in accordance with this Agreement, (c) except as otherwise provided in Section 3, the form, content, timing or recipient of any call or text made using the Pawlicy Software or Services, (d) Veterinary Practice's delivery or provision of veterinary or other health care services, or (e) use of any Third Party Services. Further, Veterinary Practice shall indemnify the Pawlicy Indemnified Party against any damages actually awarded or paid in connection therewith, including any reasonable attorneys' fees.
- 7.3. Indemnification Procedure. If a Veterinary Practice Indemnified Party or a Pawlicy Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.1 or Section 7.2, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other Party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

## 8. GENERAL

Veterinary Practice may not remove or export from the United States or allow the export or re-export of the Pawlicy Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and the economic sanctions regulations administered by the United States Department of the Treasury's Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither Party may assign this Agreement or assign or delegate its rights or obligations under this Agreement without the other Party's prior written consent; provided, that either Party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Veterinary Practice will provide to Pawlicy prior written notice of any such permitted assignment, and will promptly update the contact information and any other information regarding the Services that will be affected by such assignment. Any assignment or attempted assignment by either Party otherwise than in accordance with this Section shall be null and void. Both Parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a Party does not have any authority of any kind to bind the other Party in any respect whatsoever. All notices under this Agreement will be in writing and sent (a) for the Veterinary Practice at one of its addresses or recipient's email address; and (b) for the Pawlicy, [veterinariansupport@pawlicy.com](mailto:veterinariansupport@pawlicy.com) and will be deemed to have been duly given when receipt is electronically confirmed. Each Party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event shall automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the Parties in writing, in the event such non-performance due to a Force Majeure Event continues for a period of thirty (30) days or more, either Party may terminate this Agreement by giving written notice thereof to the other Party. Upon the occurrence of any Force Majeure Event, the affected Party shall give the other Party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each Party submits to the exclusive jurisdiction of the state and federal courts located in New York, NY and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In addition to all other remedies available under this Agreement, at law or in equity, Veterinary Practice agrees that Pawlicy may be entitled to injunctive relief in the event Veterinary Practice uses the Services in any way not expressly permitted by this Agreement.