

Mobile Application End User License Agreement

This Mobile Application End User License Agreement (“**Agreement**”) is a binding agreement between you (“**End User**” or “**you**”) and PetPartners, Inc., a Delaware corporation (“**Company**”). You and Company are each a “**Party**” to this Agreement, and collectively, the “**Parties.**” This Agreement governs your use of the TailTrax mobile application, (including all related documentation, the “**Application**”). The Application is licensed, not sold, to you.

BY DOWNLOADING, INSTALLING, AND/OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO AND BE BOUND BY THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

You acknowledge and agree that Apple, Inc. and its affiliates (“**Apple**”), are third-party beneficiaries of this Agreement. Upon your acceptance of the terms of this Agreement, Apple will have the right (which Apple shall be deemed to have accepted) as a third-party beneficiary to enforce this Agreement against you.

1. License Grant. Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, and nontransferable license to:

(a) download, install, and use the Application for your personal, non-commercial use on one or more mobile devices owned or otherwise controlled by you (“**Mobile Devices**”) strictly in accordance with the Application’s documentation; and

(b) access, download, and use on such Mobile Device the Content and Services (as defined in Section 6) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the [Terms of Use](#) applicable to such Content and Services as set forth in Section 6.

2. License Restrictions. You shall not:

(a) copy the Application, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any security features in or protecting the Application.

Company is not responsible for third-party agreements to which you are bound. You warrant that your use of the Application complies with applicable third-party terms to which you have agreed to be bound, such as a data limitation in your mobile telephone subscriber plan.

3. **Reservation of Rights.** You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company reserves and shall retain its entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. **Subscription.** You acknowledge that when you download the Application (“**TailTrax**”), and pay for a subscription, you are purchasing a subscription that automatically renews (also called “auto-renewing”). A paid subscription permits you access to additional features.

Company offers paid auto-renewing subscriptions to TailTrax for an annual or monthly period. An annual subscription is priced at \$49.99/yr (excl. sales tax). A monthly subscription is priced at \$4.99/mo. (excl. sales tax). Payment will be charged to your Apple ID or Google Play account at confirmation of purchase. The service associated with TailTrax will begin immediately following purchase and will be available throughout the subscription period.

Please review the policies of the app store where you are purchasing a TailTrax subscription for more information.

5. **Collection and Use of your Information.** You acknowledge that when you download, install, or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application provides you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our [Privacy Policy](#). By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

6. **Content and Services.** The Application may provide you with access to Company’s website located at <http://petpartners.com> (the “**Website**”) and products and services accessible thereon,

and certain features, functionality, and content accessible on or through the Application may be hosted on the Website (collectively, “**Content and Services**”). Your access to and use of such Content and Services are governed by Website’s [Terms of Use](#) and [Privacy Policy](#), which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such [Terms of Use](#) and [Privacy Policy](#) and/or to register with the Website, and your failure to do so may restrict you from accessing or using certain of the Application’s features and functionality. Any violation of such [Terms of Use](#) will also be deemed a violation of this Agreement.

7. Updates, Maintenance and Support. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

The Company may choose in its sole discretion to maintain or support the Application. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.

Company, in its sole discretion, shall be responsible for addressing any complaints, demands, or claims that you or a third party have concerning the Application and relating to i) product liability, ii) a failure to conform to a legal or regulatory requirement, or iii) consumer protection, privacy, or other similar legislation.

8. Third-Party Materials and Claims. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third- Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

In the event of any third party's claim that the Application or your possession and use of the Application infringes a third party's intellectual property rights, Company shall, in its sole discretion, assume responsibility for the investigation, defense, settlement, and discharge of any such infringement claim.

9. User Content. The Application and Website include functionality that allows users like you to upload and share content with other users and to access the content shared by other users (collectively, "**User Content**"). User Content may include information about you (such as your name, location, date of birth, age, or photos) and your pet(s) (such as your pet(s)' names, dates of birth, age, gender, spayed or neutered status, breed details, ancestry, photos and health histories). With respect to User Content, you agree:

(a) Your User Content may be accessed and viewed by Company and its employees and agents for purposes of providing the Application and Website and the services provided thereby.

(b) Your User Content may be accessed and viewed by other users of the Application and Website.

(c) Company is not responsible for any actions taken by any such other users with respect to your User Content. We are not responsible for the accuracy or completeness of your User Content or the User Content provided by other users. You are solely responsible for any actions you take (or elect not to take) based on any User Content or other information accessed by you using the Application or Website.

(d) Your User Content remains your property, but you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use your User Content for purposes of providing the Application and Website services.

(e) Company may also anonymize your User Content and combine and use same with similarly anonymized information provided by other users for data analytics and other commercial purposes. The results of all such data analytics activities will be exclusively Company's property.

(f) When and if you delete any of your User Content from the Application or Website, copies of such deleted information may have been retained and further shared by other users that accessed such deleted information before it was deleted. Such deleted information may also continue to exist (in anonymized form) in aggregated data sets Company has compiled prior to such information's deletion. Deletion by you will not terminate Company's right to continue to use such anonymized information.

(g) You represent, warrant and covenant that you are authorized to share all of your User Content that you post or upload to the Application or Website and that doing so will not (a) give rise to a breach of any agreement between you or any third party (e.g., your pet(s)' breeder(s) or veterinarian(s)) or (b) infringe or misappropriate the intellectual property rights of any third party.

(h) If you are accessing the Application or Website as a pet breeder, veterinarian or other pet-related professional, you further represent, warrant and covenant that (a) your User Content will not violate any rights of any pet owner or other third party, including without limitation any applicable jurisdiction's laws or regulations governing the privacy of pet health information and (b) your User Content is true and complete and has not been posted for the purpose of misleading any third party.

(i) If you are accessing the Application or Website as a pet owner, you hereby authorize your pet's breeder, rescue, and veterinarian(s) to upload and share information regarding your pet, including its health information, via the Application and/or Website, specifically waive any right to object thereto that may apply under applicable law, and agree to hold your pet's breeder and veterinarian(s) harmless for any claims or damages that may result from their uploading and sharing such information about your pet.

(j) User Content must comply with our [Terms of Use](#) and [Community Guidelines](#).

10. Term and Termination.

(a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or Company as set forth in this Section 10.

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.

(c) Company may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

11. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF

DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Notwithstanding the foregoing, in the event the Application fails to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price for the Application to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION.

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

13. Indemnification. You agree to indemnify, defend, and hold harmless Company and its affiliates, and its and their respective officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims,

actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

14. Export Regulation. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

You warrant and represent that you are not located in a country subject to a US government embargo, or that has been designated by the US government as a "terrorist supporting" country. You further warrant and represent that you are not listed on any US Government list of prohibited or restricted parties.

15. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

16. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

17. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

18. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19. Entire Agreement. This Agreement and our [Privacy Policy](#) constitute the entire agreement between you and Company with respect to the Application and supersede all prior or

contemporaneous understandings and agreements, whether written or oral, with respect to the Application. Neither Apple nor any other third party is a Party to this agreement, and this Agreement is concluded between You and Company.

20. No Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

21. Contact Us. Email: Help@PetPartners.com Telephone: 1-866-774-1113 (Mon – Fri 8:30am-8pm EST, Sat 10am-3pm EST).

Revised: June 21, 2021