petszel™

PETSZEL LLC
SOFTWARE SERVICES AGREEMENT

Business / Shelter Name:	Williamson County Regional Animal Shelter	Primary Contact	Linda Gunter
Address: 1855 SE Inner Loop, Georgetown, TX 78626		Primary Contact Phone: 512-943-3567	
EIN: 74-6000978 ☐ Check if non-profit 501c3		Primary Contact Email: lgunter@wilco.org	

Services: Petszel's personalized pet care platform will provide a digital post-adoption web app for shelters and rescues to provide to their adopters. The shelters will have a dashboard solution to manage the integration with the Shelter software, documents and other offerings. Invitations to the Shelter's web app, powered by Petszel, will be delivered to the new pet owner automatically via email & text when the animal's status changes to "Adopted" in the shelter management software.

This Software Services Agreement ("**Agreement**") is entered into on this 1ˢᵗ day of October, 2024 (the "**Effective Date**") between Petszel LLC, a Delaware limited liability company ("**Company**"), and the customer listed above ("**Customer**"). This Agreement includes and incorporates standard terms and conditions and contains, among other things, warranty disclaimers, liability limitations, data security commitments and other key elements.

SOFTWARE SERVICES TERMS AND CONDITIONS

1.   SERVICES AND SUPPORT

1.1   Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2   Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

1.3   During the term of this Agreement, Company shall maintain and carry in full force and effect, at its own expense, industry-standard commercial general liability and cybersecurity (including data breach) insurance. See Section 8.

2.   RESTRICTIONS AND RESPONSIBILITIES

2.1   Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("**Software**"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2   Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with

DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3   Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "**Policy**") and all applicable laws and regulations, including the privacy policy attached hereto as Exhibit B. To the extent permitted by Texas law, Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4   Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3.   **CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1   Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("**Customer Data**"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2   Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3   Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.4   If Customer provides feedback to the Company about its products and services, all such feedback will be the sole and exclusive property of the Company. Customer agrees to and hereby irrevocably transfers and assigns to Company all of Customer's right, title, and interest in and to all feedback, including all intellectual property rights therein. Customer will not earn or acquire any rights or licenses in the Services or in any Company intellectual property rights on account of this Agreement or Customer's performance under this Agreement, even if the Company incorporates any feedback into the Services.

4. TERM AND TERMINATION

4.1   Either party may also terminate this Agreement immediately (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

4.2   Either party may terminate this Agreement for convenience, and without cause, thirty (30) business days' written notice to the other party.

4.3   Upon termination of this Agreement, Customer's right to access and use the Services shall immediately terminate, Customer shall immediately cease all use of the Services, and Customer shall destroy or return to Company and make no further use of any Proprietary Information, materials, or other items (and all copies thereof) belonging to Company. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Further, within thirty (30) days after termination, the Company will delete data synced from the Customer's third-party shelter management software. All data for consumers/users that have not signed into the application in the prior 90 days will be deleted, and any active consumers/users will continue to have free access to their data within the application.

5. WARRANTY AND DISCLAIMER

Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.   HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.   EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR DAMAGE TO CUSTOMER PROPERTY, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from a cybersecurity or data breach caused by Company's use of data from Customer's applicable shelter management system, provided Company is promptly notified of any and all claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will manage cyber breach response and notify breach victims when breach is caused by Company's use of Customer data. Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to situations where Customer's use of the Service is not strictly in accordance with this Agreement.

8.   INSURANCE

8.1   All coverages required below will be placed with insurance companies licensed to do business in the state where the project is located with a minimum A.M. Best rating of A- VIII. A specific exception to this requirement will be the State Compensation Insurance Fund of California.

8.2   Prior to commencing the work, Company shall furnish Customer with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. When requested by Customer, Company shall furnish copies of policies for each coverage required.

8.3   If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Company's insurer or insurer's representative will provide 30 days' notice of such cancellation or nonrenewal.

8.4   Failure of Customer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Company to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

8.5   General Liability Insurance

8.6   Company shall maintain Commercial General Liability (CGL) insurance with a limit of not less than $1 million each occurrence and $2 million in the aggregate including products and completed operations. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project as evidenced by ISO Endorsement CG 25 03 or equivalent.

8.7   CGL insurance shall by written on the current version of the ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

8.8   Customer shall be included as an 'additional' insured under the CGL, using current versions of ISO additional insured endorsements CG 20 10 and CG 20 37 (completed operations) or their equivalents. This coverage shall be maintained in effect for the benefit of Owner and Owner for a period of __ years following the completion of the work specified in Section __ of this contract. Additional insured coverage as required in the subparagraph shall be primary to and will not seek contribution from any other insurance or self-insurance programs afforded to Customer. A copy of the endorsement will be submitted with the Certificate of Insurance.

8.9   If the General Liability policy has a deductible or Self Insured Retention higher than $25,000, the Owner must approve this in writing before any work is to be performed.

8.10   Workers Compensation

8.11   Company shall maintain Workers Compensation and Employers Liability insurance as required by statute. Employers Liability limits shall not be less than $1 million.

8.12   If Company hires a leased labor or temporary labor company, that company must (i) name Company as an Alternate Employer on an Alternate Employer Endorsement and (ii) provide a waiver of subrogation specifically for Workers Compensation in favor of Vendor, vendor and owner.

8.13   Umbrella / Excess Liability

8.14   Company shall be required to carry an excess liability or umbrella policy in an amount of $5 million per occurrence. Such policy will provide coverage over and above the Commercial General Liability, Auto Liability and Employers Liability required herein. Coverage will be at least as broad as the underlying coverages. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

8.15   Cyber

8.16   Company shall maintain Cyber insurance with a limit of not less than $2 million per claim. Such policy shall include first-party, third party and business interruption coverage.

8.17   Company shall notify Customer within one day following the discovery of a data breach.

9. MISCELLANEOUS

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. This Agreement is not assignable, transferable or sublicensable by Customer or Company except with prior written consent. 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 Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. Venue for any dispute shall take place in Williamson County, Texas.
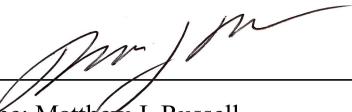
10. ADDITIONAL TERMS

No Waiver of Sovereign Immunity. Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

Venue and Applicable Law. Venue of this Agreement shall be in Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

Public Information. Company understands that Customer will comply with the Texas Public Information Act as interpreted by judicial rulings and options of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

PETSZEL LLC: **SHELTER NAME:**

By:_____   By: _____

Name: Matthew J. Russell_____   Name:_____

Title: CEO_____   Title: _____

EXHIBIT A

INTEGRATION SERVICES

As part of this agreement, the Customer is required to allow Petszel to integrate with their third-party shelter management software to facilitate the services and software. Petszel will be responsible for building and maintaining the integration.

The integration will be used for securely syncing data to Petszel systems for the services outlined. The following data fields are required but the exact fields may vary depending on the shelter management system:

- Shelter & General: System IDs for all fields, Locations, and sub-location names, addresses

- Adoption Details: Adoption Details, Adoption Date, Adoption Time, Shelter Staff, Adoption Fees, and Adoption Notes

- Adopting Pet Owner(s) Details: First name, Last name, Address, City, State, Zip, Phone(s), Emails, Communication Preferences

- Animal Detail: Species, Breed, Sex, Weight, Size Groups, Date of Birth, Adopted Age, Current Age, Photo(s), Color, Pattern, Intake data, Litter Group, Microchip & other relevant fields

- Medical: Vaccine Information (dates, ID, Types), Procedure Type, Dates, Attending Vet), Treatment Type, Date and notes

PRIVACY POLICY

The Company respects your privacy and is committed to protecting it through our compliance with this policy.

This policy describes the types of information the Company ("**we**" or "**us**") may collect from Customer ("**you**") during your access to and use of the Services and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On the Services.

- In email, text, and other electronic messages between you and the Services.

- Through mobile and desktop applications or material you download from the Services, which may provide dedicated non-browser-based interaction between you and the Services.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or

- Any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Services.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using the Services, you agree to this privacy policy. This policy may change from time to time, so please see the "Change to Our Privacy Policy" section below. Your continued use of the Services after we make changes is deemed to be acceptance of those changes.

Children

Our Services is not intended for children. No one under age 18 may provide any information to or on the Services. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on the Services or through any of its features or downloadable material, register on the Services, make any purchases through the Services, use any of the interactive or public comment features of the Services, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about your child under 18, please contact us at support@petszel.com.

California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please see "Your California Privacy Rights" below for more information for more information.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Services, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number, images and videos, social media account information, education information or any other identifier by which you may be contacted online or offline ("**personal information**");

- That is about you but individually does not identify you, such as pet information; and/or

- About your internet connection, the equipment you use to access our Services, and usage details.

We collect this information:

- Directly from you when you provide it to us.

- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.

- From third parties, for example, our business partners.

Information You Provide to Us

The information we collect on or through our Services may include:

- Information that you provide by filling in forms on our Services. This includes information provided at the time of registering to use our Services, downloading and/or streaming content, posting material, or requesting further services. We may also ask you for information when you report a problem with our Services.

- Records and copies of your correspondence (including email addresses), if you contact us.

- Details of transactions you carry out through our Services and of the fulfillment of your orders for services. You may be required to provide financial information before placing an order through our Services.

- Your search queries on the Services.

- Billing or payment information.

You also may provide information to be published or displayed (hereinafter, "**posted**") on public areas of the Services, if any, or transmitted to other users of the Services or third parties (collectively, "**User Contributions**"). Your User Contributions are posted on and transmitted to others at your own risk. Although you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Services with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Services, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Services, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Services.

- Information about your computer and internet connection, including your IP address, operating system, and browser type.

We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking).

The information we collect automatically may include personal information, and we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Services and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.

- Store information about your preferences, allowing us to customize our Services according to your individual interests.

- Speed up your searches.

- Recognize you when you return to our Services.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Services.

- **Flash Cookies.** Certain features of our Services may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Services. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, "Choices About How We Use and Disclose Your Information" below.

- **Web Beacons.** Pages of the Services and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity). 8

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Services may be served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see "Choices About How We Use and Disclose Your Information" below.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Services and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Services or any products or services we offer or provide though it.
- To allow you to participate in interactive features on our Services.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. For more information, see "Choices About How We Use and Disclose Your Information" below.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Company about our Services users is among the assets transferred.
- To third parties to market their products or services to you if you have opted into receiving marketing material. For more information, see "Choices About How We Use and Disclose Your Information" below.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.

- To enforce or apply our agreements with you, including for billing and collection purposes.

- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.

- **Disclosure of Your Information for Third-Party Advertising.** You will have the ability to opt into receiving third-party marketing materials. If you no longer wish to receive these materials or share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by logging into the Services and adjusting your user preferences in your account profile, or by sending us an email with your request to support@petszel.com.

- **Promotional Offers from the Company.** If you do not wish to have your contact information used by the Company to promote our own or third parties' products or services, you can opt-out by logging into the Services and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an email stating your request to support@petszel.com. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience or other transactions.

- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by sending us an email stating your request to support@petszel.com.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("**NAI**") on the NAI's website.

California residents may have additional personal information rights and choices. Please see "Your California Privacy Rights" below for more information.

Accessing and Correcting Your Information

You can review and change your personal information by logging into the Services and visiting your account profile page.

You may also send us an email at support@petszel.com to request access to, correct or delete any personal information that you have provided to us. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Services, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Services users. Proper access and use of information provided on the Services, including User Contributions, is governed by our agreements with you.

Your California Privacy Rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our App that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to support@petszel.com.

California law requires that we provide you with a summary of your privacy rights under the California Online Privacy Protection Act ("**COPPA**") and the California Business and Professions Code. As required by COPPA, we will provide you with the categories of personal information that we collect through the Services, and the categories of third party persons or entities with whom such personal

information may be shared for direct marketing purposes at your request. California law requires us to inform you, at your request, (1) the categories of personal information we collect and what third parties we share that information with; (2) the names and addresses of those third parties; and (3) examples of the products marketed by those companies. COPPA further requires us to allow you to control who you do not want us to share that information with. To obtain this information, please send a request by email or physical mail to the address found below. When contacting us, please indicate your name, address, email address, and what personal information you do not want us to share with our marketing partners. The request should be sent to the attention of our legal department, and labeled "California Customer Choice Notice." Please allow 30 days for a response. Also, please note that there is no charge for controlling the sharing of your personal data or requesting this notice.

International Users

The Services is intended for users located within the United States. We make no representation that the Services is appropriate or available for use outside of the United States. If you are visiting the Services from the European Union or other regions with laws governing data collection and use, then please note that you are agreeing to the transfer of your personal information to the United States and processing globally. By providing your information to the Services, you consent to any transfer and processing in accordance with this Privacy Policy.

We have adopted reasonable physical, technical and organizational safeguards which substantially mirror the European Union safeguards against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of data in our possession.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. Company expressly warrants that it utilizes industry standard security controls on its systems and Customer data, such as multi-factor authentication, encrypted backup and recovery, or endpoint detection with automated threat response.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Services like message boards. The information you share in public areas may be viewed by any user of the Services.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Services.

Changes to Our Privacy Policy

It is our policy to communicate any changes we make to our privacy policy with a notice that the privacy policy has been updated either via email communication to you or on the Services if applicable. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account or through a notice on the Services home page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you.

Contact Information

To ask questions or comment about this policy and our privacy practices, or to register a complaint or concern please contact us at: support@petszel.com

EXHIBIT C

PETSZEL DATA SECURITY ARCHITECTURE

Overview
Petszel is designed from the ground-up as a cloud-based SaaS system that's powered by capability domain specific microservices. Each domain owns its APIs and data and is a fully standalone autonomous subsystem.Azure best practices such as using application gateways, key vaults, and virtual networks arefollowed. Front-end applications exclusively rely on backend-for-frontend REST APIs to access and fulfill Petszel functionality and data. The subsequent sections in this document go into more detail on the implementation.

Azure Cloud Architecture
All of the Petszel APIs, background worker services, databases and other resources such as event streams and blob storage are deployed on Microsoft Azure.
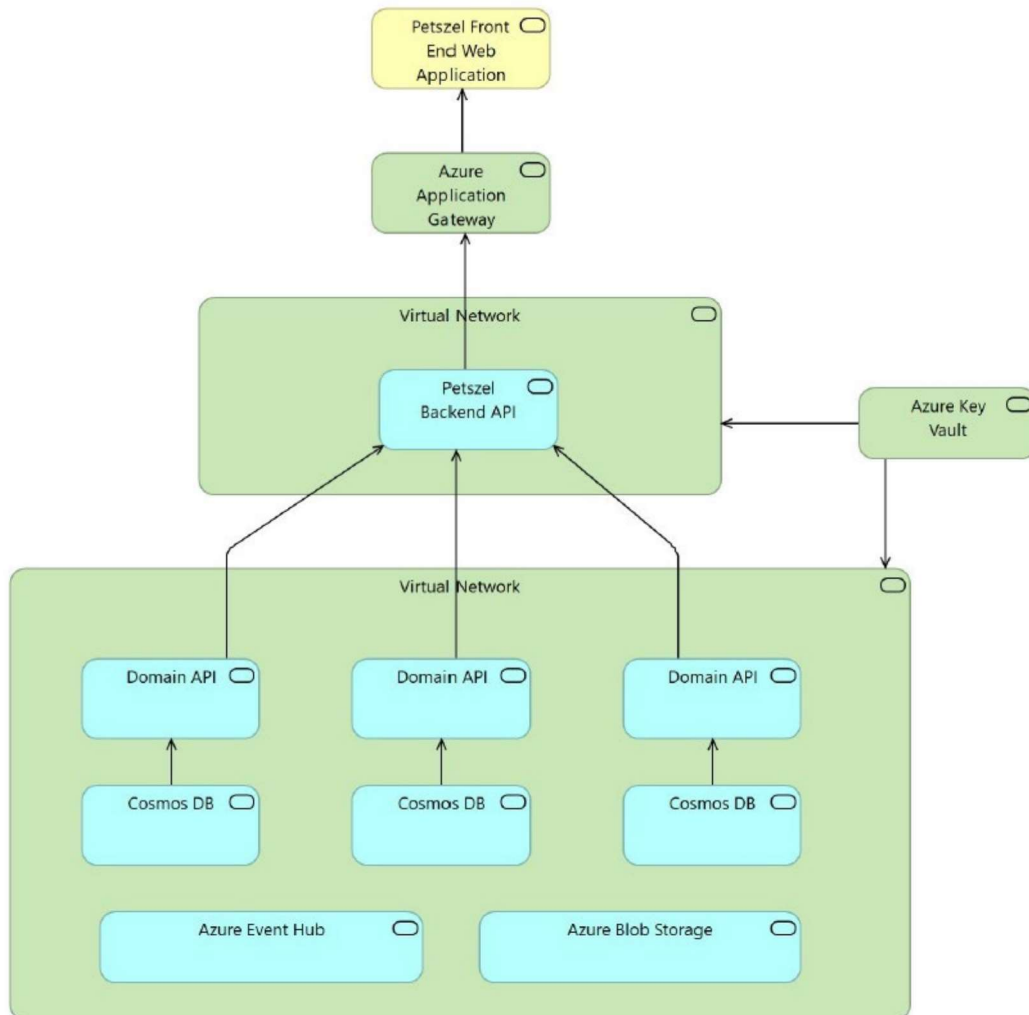
The following practices are followed for all of those services:

- Front-end applications have a public Petszel backend REST API they integrate with. This is their only path to accessing Petszel functionality.
- The Petszel backend API is accessible solely via an Azure application gateway.

- The Petszel backend API's application service is protected by an Azure virtual network. All direct access is blocked by default, except for calls made via the application gateway.

- All domain APIs are protected by Azure virtual networks.

- Only specific sub-nets are allowed access to the domain APIs – such as the subnets where the Petszel backend API is deployed or other core Petszel services such as the data extraction and communication worker services.

- Credentials are never stored in source code and this includes configuration files.

- Credentials are always retrieved dynamically from Azure Key Vault where access is restricted using minimal scopes – so only a select few services running in specific virtual networks have access.

- All APIs are protected using JWT bearer token authentication.

- All user-logins use the same JWT bearer token authentication.

- API endpoints are scope restricted and these scopes are tied to the user logins. Depending on the type of user that's logged on, such as Petszel staff, shelter admin/staff, practice admin/staff, or pet-owners, the JWT tokens have the least privileges needed to perform the actions tied to that specific user request.

- Passwords are not stored in plain-text.

- All passwords are stored using highly secure one-way hash algorithms.

- All user-logins are email addresses that need to be validated prior to use.

- Petszel engineering staff do not have direct access to the Azure cloud resources, including databases. All deployments are done using Azure DevOps CI/CD pipelines.

Tenant Security

Petszel is a multi-tenant SaaS offering, and as is a standard operational practice with such systems, multiple tenants share the same underlying cloud resources. Tenant here refers to a Petszel client such as a shelter, a veterinary practice or a pet-owner. Petszel's APIs are designed to never allow a tenant's data to be returned to another tenant user. The way Petszel accomplishes this is by not including tenant specific identifiers in the JSON payloads passed to the API requests. Instead, tenant information is a part of the JWT bearer token, which is driven solely by user-logins. Thus, there is never a risk of a malicious hacker using one tenant's credentials to access another tenant's information, or for an inadvertent bug in code to return information to the wrong tenant. The user-logins are tied to shelters or pet-owners, and these are associated with specific tenants or users, and the APIs are forced to respect those associations.

Database Isolation

The Petszel architecture is fundamentally built around a group of domain based microservices. Each domain owns its data storage. We currently use Azure Cosmos DB for our data storage requirements. The databases are only accessible by their owning domain APIs. The credentials to access the database are not stored anywhere in the API source code or configuration files. Instead, the credentials are dynamically pulled from Azure Key Vault by the deployed APIs as and when needed. Key Vault is setup to only allow those APIs running in Azure Application Services to retrieve those credentials, which leverages built-in Azure security protection at the authorization / networking / IP address levels.In addition, all databases are fully encrypted using Azure managed keys.

Personally Identifiable Financial Information (PIFI)

There are no plans to store PIFI data in our system. If there is ever a need to store PIFI, the following standards will be enforced:
- PIFI data will never be stored or cached in an unencrypted format.

- Any PIFI data stored in a database will be both field-level and database-level encrypted.

- Role based security will limit or restrict the inclusion of PIFI fields in REST responses.

Petszel Staff

Petszel prides itself on recruiting seasoned, accomplished engineering and other technical staff that exercise best practices when developing software and handling customer data. All Petszel staff members are carefully vetted, background checked and trained on data security procedures. Only staff members that require access to customer data to perform their role and deliver the Service are permitted access.