

WISE COUNTY, TEXAS RIDER

This COUNTY RIDER ("Rider") is attached to and made part of the Subscriber and Terms of Use Agreement for "VetPro" SaaS Application ("Agreement"), (hereinafter together referred to as the "Contract") between PANORAMIC VETPRO INC., a California corporation, having its place of business at 32932 Pacific Coast HWY, STE 14-482, Dana Point, CA 92629 (hereinafter referred to as "Company") and the WISE COUNTY, TEXAS (hereinafter referred to as the "County", "User", "End User", "you" or "your"). Company and the County hereby agree to the following terms on this 14 day of September, 2020.


THE FOLLOWING SECTIONS OF THE AGREEMENT SHALL BE AMENDED AS FOLLOWS:

**15. INDEMNITY. COMPANY ACKNOWLEDGES AND AGREES THAT YOU ARE A POLITICAL SUBDIVISION OF THE STATE OF TEXAS CREATED BY AND SUBJECT TO THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS ("TEXAS LAW"). YOU AGREE, IF AND TO THE EXTENT PERMITTED UNDER TEXAS LAW, TO INDEMNIFY, DEFEND, AND HOLD COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS SITE.**

19. DISPUTES. If there is any dispute about or involving these Terms of Use, the Company Websites, Company services, and/or any Case Management Services, you agree that any dispute shall be governed by the laws of the State of California and, as applicable, Texas Law, notwithstanding any principles of conflicts of law. You specifically consent to personal and exclusive jurisdiction by and venue in the State and Federal courts in Wise County, Texas in connection with any dispute between you and Company arising out of or involving this Agreement, the Website and/or any Case Management Services.

The Agreement and the Rider constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communication and proposals, whether electronic, oral or written between you and Company with respect to Company's Websites.

WISE COUNTY, TEXAS

  
Authorized Signatory

JD Clark  
Print Name

County Judge  
Print Title

9-14-2020  
Date

PANORAMIC VETPRO, INC.

  
Authorized Signatory

Jeff von Waldburg  
Print Name

President & CEO  
Print Title

8/27/2020  
Date



# SUBSCRIBER AND TERMS OF USE AGREEMENT FOR “VETPRO” SAAS APPLICATION

1. **READ THIS:** This Terms of Use Agreement (“Agreement” or “Terms of Use”) is made by and between Panoramic VetPro, Inc. (hereinafter “Company”), a California corporation, with offices at 32932 Pacific Coast HWY, STE 14-482, Dana Point, CA 92629, and you, the user as the authorized representative of the entity, agency, or contracting party for which you access Company’s websites on behalf of (“you”, “your”, “End User” or “User”).

This Agreement contains the complete terms and conditions that govern the use of the Company’s website(s) (“Website” or “Websites” or “Site”). **BY CLICKING THE “AGREE AND ACCEPT” BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS WEBSITE, OR OTHER COMPANY SOFTWARE, SERVICES, WEBSITES, OR CONTENT (COLLECTIVELY THE “SERVICES”), YOU AGREE THAT BOTH YOU AND ANY ENTITY OR AGENCY, GOVERNMENTAL OR OTHERWISE, THAT YOU REPRESENT OR ACCESS THE SERVICES ON BEHALF OR AT THE INSTRUCTION OF, HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.**

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE. COMPANY RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT COMPANY’S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.**

**COMPANY RESERVES THE RIGHT, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT AT COMPANY’S DISCRETION. YOUR CONTINUED USE OF ANY PART OF THE WEBSITES OR ANY SERVICE CONSTITUTES YOUR ACCEPTANCE**

**OF SUCH CHANGES TO THIS AGREEMENT. YOU SHOULD REVIEW THIS AGREEMENT PERIODICALLY TO DETERMINE IF ANY CHANGES HAVE BEEN MADE. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO <https://panosoft.com/terms-of-use/>**

**2. ACCESS TO THIS SITE.** To access this Site, Site resources, links or other content, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide will be correct, current, and complete. If Company believes the information you provide is not correct, current, or complete, Company has the right to deny access to this Site, or to any of its resources, and to terminate or suspend your access at any time.

**2.1. Subscription.** Your subscription to Company's Websites is subject to the membership plan as detailed on the invoice sent to you by Company and will automatically renew until terminated. Company may offer a number of membership plans, including special promotional plans. To access this Site, Site resources, links or other content, you must have internet access, a device capable of running the Company Websites, and provide Company with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time.

**2.2. Billing and Cancellation.**

**2.2.1. Billing.** The subscription fee for the use of Company's Websites or any other charge you may incur in connection with your use of the Websites or service contained therein, such as taxes and possible transaction fees, will be charged on an annual basis to your Payment Method on or around the anniversary of the Effective Date until your subscription is cancelled. Subscription fees are fully earned upon payment. In the event that you provide a Payment Method that is declined or no longer available to Company for payment of your subscription fee, you shall remain responsible for any uncollected amounts. If payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, Company may suspend your access to the service until Company have successfully charged a valid Payment Method.

**2.2.2. Cancellation.** You may cancel your Company subscription at any time, and you will continue to have access to the Company Websites through the end of your annual billing period. Company does not provide refunds or credits unless

expressly authorized by a Company representative. To cancel, contact your Company representative and follow the instructions provided.

2.2.3. Changes to the Price and Subscription Plans. Company reserves the right to change its subscription plans or adjust pricing for its service or any components thereof in any manner and at any time as it may determine in its sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes or changes to your subscription plan will take effect following Company's notice to you.

3. **APPLICABLE USE OF SITE.** All Users must abide by this Agreement. If a User fails to follow any of the terms or conditions of this Agreement or any other applicable guidelines and/or rules of behavior, Company can immediately suspend and/or discontinue your ability to use the Site. In addition, Company has the right to delete any piece of content or material, comment, as well as any topic or profile that the Website finds objectionable, in its sole reasonable discretion. You alone are totally responsible for any activity that takes place on the Company's Websites under your Website account. If you become aware of any unauthorized use of your username and/or password, it is your responsibility to notify the Company immediately. It is up to you to maintain the confidentiality of your password and username.
4. **NO CO-BRANDING OR FRAMING.** You may not use or authorize any party to co-brand or frame any Company Websites without the express prior written permission of an authorized representative of Company in each instance. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site. For purposes of these Terms of Use, "framing" refers to displaying any Company webpage within a bordered area of another website, regardless of whether the address of the originating Company Website is visible. Furthermore, you agree to cease any unauthorized co-branding or framing immediately upon notice from Company.
5. **NO UNLAWFUL ACCESS.** You agree that you will not use Company's Websites in any manner that could in any way disable, overburden, damage, or impair the Websites or otherwise interfere with any other party's use and enjoyment of the Websites. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Websites.

6. **USE LIMITATION.** You agree not to, without the express prior written consent of Company: (a) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Content or any service provided by the Site that you do not own, (b) use the Content or any services provided by the Site that you do not own, or (c) provide access to the Content or any service provided by the Site that you do not own.
7. **PROPRIETARY INFORMATION.** All content found on the Company Websites (the "Content") is considered the copyrighted and trademarked intellectual property of Company, or of the party that created and/or licensed the Content to Company. No rights or title to any of the Content contained on any Company Website shall be considered transferred or assigned to the User at any time. Subject to all applicable laws, you agree that you will not copy, distribute, republish, modify, create derivative works of, or otherwise use the Content in any unauthorized way, without the prior written consent of Company in each instance, except that you may print out and/or save one copy of your Content.
8. **SUBMISSIONS.** As a User, you may be able to upload and post a great variety of content, including but not limited to text, audio, video, photographs, graphics, and other materials ("Content"). This means that you have sole responsibility, and not the Company, for all Content that you upload, post, email, transmit, or otherwise make available through the Case Management Services, and to make sure that you are in compliance with the proper Use of the Case Management Services as set forth in Section 10 of the Agreement relating to such Content. Any Content that you write, post, upload, or link to on a Company Website is entirely your responsibility. The Company shall have no liability of any kind with respect to any Content posted by you or other Users through the Case Management Services. You agree that you must assess and bear all risks associated with your use of any Content. In this regard, you may not rely on any Content created by other Users or otherwise created, distributed, and displayed on any part of the Case Management Services. The Website does not control or monitor the Content posted via the Case Management Services and, as such, does not guarantee the accuracy, integrity, or quality of such Content. You hereby grant Company a perpetual, world-wide, royalty free, license to use your Content to the extent necessary to provide the Case Management Services. In using your Content in providing the Case Management Services to you, Company will take reasonable efforts to keep all Content confidential.
9. **THIRD-PARTY WEBSITES.** The Website may provide, or other parties including Website Users may provide, links to other World-Wide Websites or resources which are not maintained by, or related to, the Website. Links to such sites are provided as a

service to our Users and are not sponsored by, endorsed, or otherwise affiliated with the Website or the Company. The Website has no control over these sites and any content thereon and makes no representations or warranties about the content, completeness, quality or accuracy of any such third-party website. Therefore, you acknowledge and agree that the Website is not responsible for the availability of such links, and that the Website and the Company do not endorse and are not responsible or liable for any content, advertising, products, or other materials made available on or from these linked websites. You also acknowledge and agree that the Website and the Company are not responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to have been caused by or in relation to the use of any content, goods, or services offered through these links or any failures and/or disruption to your computer system that may result from your use of any such links, or for any intellectual property or other third party claims relating to your posting or using such links. YOU AGREE THAT IF THE WEBSITE REQUESTS YOU TO DISABLE ANY LINK YOU HAVE POSTED, AND IF YOU FAIL TO DO SO WITHIN 24 HOURS AFTER RECEIVING THE REQUEST TO DISABLE, THE WEBSITE HAS THE RIGHT TO DISABLE THE LINK WITHOUT ANY FURTHER NOTICE TO YOU.

10. USE OF COMPANY SERVICES. Company's Websites may contain data storage and collection forms, data organization materials, case management materials, forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, "Case Management Services"). You agree to use the Case Management Services only to post, send, and receive content and messages that are considered proper and related to the particular Case Management Service. Among other actions, when using a Case Management Service, you agree that you will not post, send, submit, publish, or transmit in connection with this Site, or cause to be posted, sent, submitted, published or transmitted, any material that:

(i) you do not have the right to post, including without limitation any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);

(ii) advocates or could reasonably serve to encourage, either directly or indirectly, any illegal or immoral activity, or discusses an intent to commit an illegal act or violate any law, rule, or regulation;

(iii) is vulgar, obscene, pornographic, incendiary, or indecent;

- (iv) threatens or abuses others;
- (v) is libelous or defamatory towards others;
- (vi) is racist, abusive, harassing, threatening or offensive;
- (vii) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;
- (viii) harvests or otherwise collects information about others, including e-mail addresses, financial information or other personally identifying information, without their prior express consent in each instance;
- (ix) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;
- (x) falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);
- (xi) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Site;
- (xii) solicits funds, advertisers or sponsors for any purpose;
- (xiii) includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications device;
- (xiv) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real-time activities via this Site;
- (xv) amounts to a pyramid or other like scheme, including without limitation contests, chain letters, and surveys;
- (xvi) disobeys any policy or regulations including any code of conduct or other guidelines established from time to time regarding the use of this Site and/or any



networks connected to this Site; or

(xvii) contains hyperlinks to other sites that contain content that falls within the scope of this Section.

You acknowledge that any materials uploaded to the Case Management Service may be subject to posted limits on use, reproduction, and/or dissemination, and you are responsible for abiding by such limitations with respect to your submissions, including any downloaded materials. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Company nor any third party that provides Content to Company will assume or have any liability for any action made by Company or such third party with respect to any submission.

You acknowledge that the Website may or may not pre-screen materials uploaded to the Case Management Service or Site, yet the Website and its designees shall have the right, but not the obligation, in its sole discretion, to pre-screen, refuse, remove, or delete any Content that violates this Agreement or is otherwise objectionable as determined by the Website in its sole discretion.

The Website reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Case Management Services (or any part thereof) with or without notice. You agree that the Website will not be liable to you or any third party for any modification, suspension, or discontinuance of the Case Management Services.

**WHILE THE WEBSITE EXPLICITLY PROHIBITS THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT, AND THAT YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK, AND THAT THE WEBSITE SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT.**

**YOU UNDERSTAND AND AGREE THAT IF YOUR USE OF CASE MANAGEMENT SERVICES VIOLATES ANY OF THE ABOVE CODES OF CONDUCT, THE WEBSITE CAN SUSPEND AND/OR TERMINATE YOUR USE OF THE WEBSITE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING.**

11. **RIGHT TO TERMINATE ACCESS.** Company reserves the right to monitor use of this Site to determine compliance with these Terms of Use, as well as the right to edit, refuse to post, or remove any information or materials, in whole or in part, at its sole discretion. Company reserves the right to terminate your access to any or all of the Case Management Services at any time without notice for any reason whatsoever.

12. **DISCLOSURE UNDER LAW.** Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request. Company may preserve and store your account information and Content if it believes in good faith that such preservation is necessary to comply with legal processes, respond to claims that the Content violates the rights of third parties, or to protect the rights, property or personal safety of the Website, its Users or the public.
13. **PERSONALLY IDENTIFIABLE INFORMATION.** Personal and certain other information is subject to the Website's Privacy Policy. As a condition of using the Communication Services you agree to the terms of the Privacy Policy, as it may be changed from time to time. Our Privacy Policy, which is incorporated herein by reference, is located at <https://panosoft.com/privacy-policy/>.

You agree that your use of any Communications Service is subject to the Privacy Policy.

14. **DISCLAIMER & LIMITATIONS ON LIABILITY.** You understand that Company cannot and does not guarantee or warrant that files available for downloading from the Company Websites will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to your computer(s) or network(s). You acknowledge that you will be solely responsible for implementing sufficient procedures and checkpoints to protect your computer(s) and network(s), and that you will maintain adequate means of backup of your personal data, external to this Website. Company further disclaims any responsibility to ensure that the Content located on its Websites is necessarily complete and up-to-date.

**YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS", "AS AVAILABLE, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON ANY COMPANY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE USER ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS,**

**AND COMPANY MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. COMPANY MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.**

**COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE.**

**IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO COMPANY FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE. ALL CLAIMS MADE BY YOU HEREUNDER MUST BE MADE WITHIN ONE YEAR OF THE ACTION TO WHICH SUCH CLAIM RELATES OR FOREVER BE BARRED.**

**15. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS SITE.**

16. **TRADEMARKS AND COPYRIGHTS.** Trademarks, service marks, logos, trade names, and copyrighted works (hereinafter, "Intellectual Property") appearing on this Site are the property of Company or the party that provided the Intellectual Property to Company. Company and any party that provides Intellectual Property to Company retain all rights with respect to any of their respective Intellectual Property appearing in this Site and do not transfer at any time to user and/or any other third party. All contents of Company's Websites are: Copyright © 2018 Panoramic VetPro, Inc.

17. **COPYRIGHT INFRINGEMENT.** If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Company's copyright agent (as designated herein) all of the written information specified below. Please note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted material has been infringed. Please include the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site, including the current Website address;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is unauthorized by the copyright owner, its agent, and/or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Company's Copyright Agent for notice of claims of copyright infringement on its Websites can be reached as follows:

Copyright Agent:

Office of General Counsel Panosoft Systems Attn: Copyright Agent,

170 West Tasman Drive, San Jose, CA 95134

e-mail: DMCAagent@panosoft.com

18. SECURITY. Any passwords used for the Company Websites are for individual use only. You will be responsible for the security of your password(s) at all times. From time to time, Company may require that you change your password. You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these Terms of Use. Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

**BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD COMPANY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.**

19. DISPUTES. If there is any dispute about or involving these Terms of Use, the Company Websites, Company services, and/or any Case Management Services, you agree that any dispute shall be governed by the laws of the State of California, notwithstanding any principles of conflicts of law. You specifically consent to personal and exclusive jurisdiction by and venue in the State and Federal courts of California in connection with any dispute between you and Company arising out of or involving this Agreement, the Website and/or any Case Management Services.

20. FREE TRIAL OFFER. By participating in this free trial ("Trial") of the Panoramic VetPro, Inc. SaaS Application ("VetPro"), you agree to be bound by our Terms of Use and the following terms ("Trial Terms"), provided that in the event of a conflict with any subsection in the Terms of Use, the Trial Terms shall govern over the conflicted subsection. The Trial period will be for 90 days from the date you activate the Trial. The Trial applies to new VetPro customers only who elect to sign up for the 90-Day Trial subscription option when signing up to a new VetPro service package. All other VetPro paid services, including but not limited to: Payments for VetPro or Panoramic Software,

Inc. services, subscription upgrades, additional or add-on subscription services, data conversion Services, setup fees, and other custom services provided by Panoramic VetPro, Inc are not eligible for the Trial offer. AT THE END OF THE 90 DAY TRIAL PERIOD, YOU WILL NO LONGER HAVE ACCESS TO ANY DATA YOU ENTERED OR UPLOADED DURING THE TRIAL PERIOD AND ANY ORGANIZATION OF SUCH DATA YOU MADE USING VETPRO WILL BE PERMANENTLY LOST UNLESS YOU UPGRADE TO A PREMIUM ACCOUNT PRIOR TO THE EXPIRATION OF THE TRIAL PERIOD. Panoramic VetPro, Inc., in its sole discretion, reserves the right to make any modifications, changes, terminations, and/or cancellations at any time to the VetPro SaaS Application, the free trial offer, and/or any other services or products it provides.

## 21. MISCELLANEOUS

1. If any part of these Terms of Use is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
2. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or use of Company's Websites.
3. These Terms of Use constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Company with respect to Company's Websites. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website or any of its Services. Company may revise these Terms of Use at any time by updating this posting. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Website after any changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.
4. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Company must be in writing and signed by an authorized representative of the Company.
5. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Please report any violations of this Agreement to the Company [support@panosoft.com](mailto:support@panosoft.com) If you have any questions regarding this Agreement, please contact us at [support@panosoft.com](mailto:support@panosoft.com) .

**This Terms of Use Agreement was last revised on 4-9-19**

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2020-636198

Date Filed:  
06/24/2020

Date Acknowledged:  
9-14-2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Panoramic VetPro Inc.  
Dana Point, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise County Veterans Services

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

WISE-TX  
Veterans claims management software.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

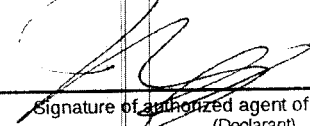
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jeff Von Waldberg, and my date of birth is 3/14/77  
 My address is 30846 Calle Mesitas Laguna Niguel CA 92677  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Orange County, State of CA, on the 24 day of June, 2020  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
(Declarant)