

SAFFIRE SERVICE AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of **AUGUST 17, 2016** ("Effective Date"), by and between **WILLIAMSON COUNTY EXPOSITION CENTER** ("Client") and SAFFIRE™ ("Service Provider"), with its principal place of business located in Austin, Texas, USA.

RECITALS

WHEREAS, Client requests hosted third-party "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Client requested from Service Provider to perform Services on behalf of Client;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, Client has selected Service Provider to manage and provide the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Client's data ("Client Data," as further described herein) are critical to the operation of Client's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Client, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. SERVICES PROVIDED

- 1.1 Purpose; Term. This Agreement sets forth the terms and conditions under which Service Provider agrees to license hosted "software as a service" and provide all other services, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for Client's productive use of such software (the "Services"). The Agreement shall remain in effect unless terminated as provided herein.
- 1.2 Control of Services. The method and means of providing the Services shall be under the exclusive control, management and supervision of Service Provider, giving due consideration to the requests of Client.
- 1.3 Backup and Recovery of Client Data. As a part of the Services, Service Provider is responsible for maintaining a backup of Client Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Service Provider shall maintain a contemporaneous backup of Client Data that can be recovered within twenty four (24) hours at any point in time. Additionally, Service Provider shall store a backup of Client Data in an off-site "hardened" facility no less than daily, maintaining the security of Client Data, the security requirements of which are further described herein.
- 1.4 Change Control Procedure. Client may request custom application features and support beyond the scope of standard functionality, including but not limited to: 1) the import of Client data, 2) unique functional features within customer, partner, or administrative applications, 3) unique design elements and/or 4) real-time or scheduled integration with external systems maintained by Client or other parties acting on behalf of Client. If Client requests customized functionality, Client shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request,

Service Provider shall notify Client whether or not the change has an associated cost impact. If Client approves, Client shall provide approval in writing, which will be executed by the Service Provider. Client shall have the right to decrease the scope and the fee for proposed changes and fees will be reduced accordingly.

2. ANNUAL LICENSE AND PAYMENTS

2.1 Term. Unless this Agreement is terminated earlier in accordance with the terms set forth in the next Section, the term of a Proposal (the "Initial Term") shall commence on the Effective Date and be for one year, and will automatically renew for successive one-year terms (each, a "Renewal Term") until such time as Client provides Service Provider with written notice of termination.

2.2 Fees. In consideration for Services Provided, Client agrees to pay Service Provider an initial sum of **\$5700, including \$4000 for initial setup, \$1500 for design**, logo enhancement and branding and **\$200 for prorated annual licensing and hosting through September 30, 2016**. On October 1, 2016, **\$2400 for licensing and hosting through September 30, 2017 will be invoiced**. Thereafter, a monthly fee of **\$125 for licensing and \$75 for hosting Saffire**, will be billed annually, on September 1 of each year, due net 30.

2.3 Payment Terms. The initial sum described in section 2.2 will be paid as follows: The first invoice will be ½ the setup fee, ½ the design fee and hosting & licensing for September, invoiced and due upon delivery of starter site. The first invoice will total \$2950 (\$2000+\$750+\$200). The second invoice will be ½ the setup fee and ½ the design fee, invoiced upon site launch, and due net 30. The second invoice will total \$2750 (\$2000+\$750). The third invoice, sent October 1, 2016 will cover licensing and hosting through September 30, 2017, which will be \$2400. Invoices for licensing and hosting fees thereafter will be sent on October 1, of each calendar year, due net 30.

2.4 Optional Fees.

☐ YES ☒ NO Client will use SaffireText (used for bulk texting your customers)

☐ YES ☒ NO Client will use SaffireCommerce (used for selling anything on website)

☐ YES ☒ NO Client will use SaffireTix (used for selling print-at-home tickets you can scan at the gate)

2.5 Payment. Client will be invoiced by Service Provider at time of agreement. Client will pay by check payable to Saffire, unless otherwise noted. Online payment is available for a service charge of 2.9%.

2.6 Grace Period. Initial payment is due within 14 days of starter site delivery. Initial design comp will not be delivered until initial payment has been received. All other billing is net 30 days. If semi-annual payments are late, notice will given when 5 days late and a second reminder when 15 days late. Client website will be "turned off" when payment is 30 days past due until payment has been received.

3. CANCELING SERVICE. Client may cancel service at any time, provided, however, that: (a) such notice be given at least thirty (30) days prior to the last day of the existing term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. If cancellation occurs before the end of the Term, no reimbursement for unused service will occur.

- 3.1 Assistance. Provided that this Agreement has not been terminated by Service Provider due to Client's failure to pay Service Provider, Service Provider will provide to Client, at Client's sole cost and expense, assistance reasonably requested by Client in order to effect the orderly transition of the applicable Services to Client during the thirty (30) calendar day period prior to, and / or following, the termination of this Agreement.
- 3.2 Return of Materials. Upon expiration or earlier termination of this Agreement, Service Provider, within fourteen (14) date of termination of this Agreement, shall provide Client with a final export of the Client data. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

- 4.1 Mutual Representations and Warranties. Each of Client and Service Provider represent and warrant that:
 - 4.1.1 This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
 - 4.1.2 The execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
 - 4.1.3 It shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement.

5. APPLICATION AND CLIENT DATA OWNERSHIP.

- 5.1 Pre-existing Materials. Client acknowledges that, in the course of performing the Services, Service Provider uses software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Service Provider.
- 5.2 Client Data. Service Provider acknowledges that, in the course of performing the Services, Service Provider uses data, logos, trademarks, information, text, images, website content and other materials unique to or developed by Client ("Client Data"). Service Provider agrees that Client Data remains the sole and exclusive property of Client.
- 5.3 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect the Pre-existing Materials or Client Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Pre-existing Materials or Client Data.
- 5.4 The provisions of this Section shall survive the termination of this Agreement.

6. OTHER TERMS.

- 6.1 Relationship between Client and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for Client or in any way to bind or to commit Client to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Client. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Client.
- 6.2 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder.
- 6.3 Force Majeure. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance.
- 6.4 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by email to the person named at the end of this Agreement, or as changed through written notice to the other party.
- 6.5 Counterparts; Digital Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a digital signature may substitute for and have the same legal effect as the original signature.
- 6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Client and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.
- 6.7 Confidentiality. The parties agree the terms of this agreement are confidential, except where prohibited by law.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

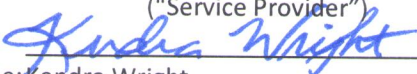
CLIENT
("Client")

By: _____
Name: _____
Title: _____

Client Name: Williamson County Exposition Center

SAFFIRE

("Service Provider")

By: 
Name: Kendra Wright
Title: President

Service Provider: Saffire

Date: _____

Contact Information for Notice:

Email: _____

Mailing Address: _____

Date: 8/10/16 _____

Contact Information for Notice:

Email: info@saffire.com

Mailing Address: 248 Addie Roy Rd.

Suite B-106

Austin, TX 78746

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:
2016-97596

Date Filed:
08/10/2016

Date Acknowledged:

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

Saffire, LLC
Austin, TX United States

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

Williamson County Exposition Center

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.

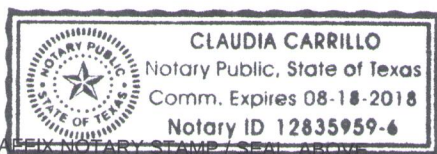
Website Design
Website design & SAAS package

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Saffire, LLC	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



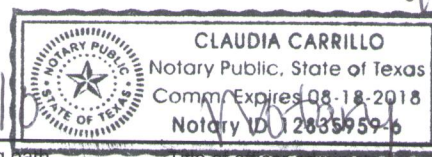
Cassie Roberts

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Cassie Roberts, this the 10th day of August, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Claudia Carrillo
Printed name of officer administering oath



Signature of officer administering oath