

SERVICES SUBSCRIPTION AGREEMENT

Parties:	“Digital Cheetah”	“Client”
<i>Full Legal Name:</i>	DIGITAL CHEETAH SOLUTIONS, INC.	WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER
<i>Business Entity Type:</i>	Corporation	Non-profit
<i>Organized In:</i>	State of Texas	State of Texas
<i>Address:</i>	510 S. Congress Avenue, Suite 306 Austin, TX 78704	1855 SE Inner Loop Georgetown, TX 78626
	Attn: Accounting Department	Attn: Cheryl Schneider
	Phone: 512-539-5522	Phone: 512-943-3597
	Email address: accounting@dcheetah.com	Email address: cschneider@wilco.org
Agreement Effective Date: January 26, 2018		

This Services Subscription Agreement (the “Agreement”) sets forth the terms and conditions governing Digital Cheetah’s provision to Client of a proprietary volunteer / member management solution and related services.

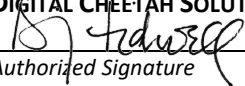
This Agreement, together with the Order Form attached to it, and any Order Forms and statements of work entered into by the parties from time to time, constitutes the entire agreement of the parties and supersedes any prior and contemporaneous oral or written understanding as to the parties’ relationship and the subject matter hereof. Except as expressly set forth herein, this Agreement may only be modified in a writing signed by both parties. Additional or different terms in any purchase order or other communication from Client are void.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. Once signed, both parties agree that any reproduction of this Agreement made by reliable means (for example, a photocopy, facsimile, or PDF file) is an original.

AGREED TO AND ACCEPTED:

“Digital Cheetah”

DIGITAL CHEETAH SOLUTIONS, INC.


Authorized Signature

Aj Tidwell

Print Name

President

Title

January 26, 2018

Date

AGREED TO AND ACCEPTED:

“Client”

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

Authorized Signature

Print Name

Title

Date

1. Definitions.

“**Account**” means any account or instance created by or on behalf of Client within the Services.

“**Client Data**” refers to electronic data, text, messages, communications, audio, video, images or other content submitted to and stored within the Hosted Services by Client and Users in connection with Client’s use of the Hosted Services. Client Data may include, without limitation, Personal Data.

“**Digital Cheetah Technology**” means the proprietary technology (including graphics, data files, algorithms, user interfaces, software, hardware, know-how, techniques, designs, and other tangible or intangible technical material or information) provided or utilized by Digital Cheetah to make the Hosted Services available for access and use by Client including for the storage, retrieval, and processing of Client Data in connection with Client’s use of the Hosted Services.

“**Documentation**” means the user guide, whether in written or electronic form, which specifies the functionalities and features of the Hosted Services or describe the Service Plans, as applicable, that Digital Cheetah provides or makes available to customers through its client portal. Documentation specifically excludes any “community moderated” forums provided or accessible through such portal or otherwise.

“**Hosted Services**” means the online Volunteer Management System described in Exhibit A made available by Digital Cheetah via the applicable login link and other web pages designated by Digital Cheetah, as updated or modified by Digital Cheetah from time to time. Hosted Services exclude Other Services as that term is defined in this Agreement.

“**Order Form**” means Digital Cheetah’s then-current standard form generated by Digital Cheetah and executed or approved by Client with respect to Client’s subscription to the Hosted Services, which form may detail, among other things, the Service Plan applicable to Client’s subscription to the Hosted Services. The initial Order Form entered into by the parties is attached to this Agreement.

“**Other Services**” means third party offerings, products, services, or information which the Hosted Services link to or which Client may connect to or enable in conjunction with the Hosted Services including, without limitation, Other Services which may be integrated directly into Client’s Account by Client or at Client’s direction.

“**Personal Data**” means any information relating to an identified or identifiable natural person where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

“**Software**” means software provided by Digital Cheetah (either by download or access through the internet) that allows Users to use any functionality in connection with the Hosted Services.

“**Subscription Fees**” means the fees paid by Client for the right to access and use the Hosted Services during the applicable Term.

“**Subscription Term**” is defined in Section 10.a (“Subscription Term”).

“**Support Plan**” means the support services provided by Digital Cheetah as selected by Client from the plans made available by Digital Cheetah.

“**User**” means an individual, whether a Client employee, member, volunteer, or other agent or consultant, who is authorized by Client to use the Hosted Services.

2. General Conditions; Access to and Use of the Services.

a. **Access to the Services.** During the Subscription Term and subject to compliance by Client and Users with this Agreement, Client has the limited right to access and use the Hosted Services for Client’s internal business purposes. Digital Cheetah will make the Hosted Services and Client Data available to Client pursuant to this Agreement and the applicable Order Forms. Digital Cheetah will use commercially reasonable efforts to make the Hosted Services available to Client 24 hours a day, 7 days a week, except (i) during planned downtime for upgrades to and maintenance of the Services (of which Digital Cheetah will use commercially reasonable efforts to notify Client in advance through the Services (“Planned Downtime”)); and (ii) for any unavailability caused by circumstances beyond the reasonable control of Digital Cheetah.

b. **Access Requirements.** A high speed Internet connection is required for proper transmission of the Hosted Services. Client is responsible for procuring and maintaining all hardware, software and services, including the network connections that connect Client’s network to the Services and “browser” software that supports protocols used by Digital Cheetah, and for following procedures for accessing services that support such protocols.

c. **Additional Responsibilities regarding Access to and Use of the Services.**

i. **Passwords and Accounts.** Client is responsible for all activities conducted under its Account and User logins, and for all Client Data. Without limiting the foregoing, Client is solely responsible for ensuring that use of the Hosted Services to store and transmit Client Data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations Client may maintain or enter into with Users. Client also maintains all responsibility for determining whether the Hosted Services or the information generated thereby is accurate or sufficient for Client’s purposes. Client and Users are responsible for safeguarding the confidentiality of the User names and passwords, and of all Login information for the Account. Client will provide Digital Cheetah with prompt written notice regarding any unauthorized use of a User login, Client Data or the Hosted Services of which Client becomes aware, and will take all steps necessary to terminate such unauthorized use. In addition, Client will provide Digital Cheetah with any cooperation and assistance reasonably requested by Digital Cheetah related to any such unauthorized use.

ii. **Client Content and Data.** Client acknowledges and agrees that it (A) has responsibility for the accuracy and quality of all Client Data that is transmitted to, stored in, or accessed through the Hosted Services; (B) will ensure that Client Data complies with this Agreement, and applicable laws and regulations; and (C) will promptly handle and resolve any notices and claims from a third party claiming that any Client Data violates that party’s rights, including regarding take-down notices pursuant to the Digital Millennium Copyright Act. Digital Cheetah does not monitor any Client Data transmitted through the Hosted Services.

iii. **Other Client Obligations.** Client agrees that it will not, and will not authorize or otherwise permit any Users to: (A) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or time share the Hosted Services, (B) except as expressly permitted in this Agreement or in the Documentation, make the Hosted Services available to any third party, other than authorized Users in furtherance of Client’s internal business purposes, (C) use the Hosted Services to process data on behalf of any third party other than Users, (D) modify, adapt, or hack the Hosted Services or otherwise attempt to gain unauthorized access to the Hosted Services or related systems or networks, (E) use the Hosted Services in any unlawful manner, including, but not limited to, violation of any person’s privacy rights, (F) use the Hosted Services to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (G) use the Hosted Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; or (H) use the Hosted Services send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. Client also agrees not to interfere with, impair, overburden or disrupt the integrity or performance of the Hosted Services or the data contained in it or attempt to gain unauthorized access to the Hosted Services or the systems or networks used to provide it. Digital Cheetah reserves the right to modify, suspend or terminate the Hosted Services (or any part of the Hosted Services), Client’s Account or Client’s and/or Users’ rights to access and use the Hosted Services, and remove, disable and discard any Client Data if Digital Cheetah reasonably believes that Client or Users have violated this Agreement. This includes the removal or disablement of Client Data in accordance with the requirements of the Digital Millennium Copyright Act. Unless legally prohibited from doing so, Digital Cheetah will use commercially reasonable efforts to notify Client directly via email when taking any of the foregoing actions. Digital Cheetah shall not be liable to Client or Users or any other third party for any such modification, suspension or discontinuation of Client’s rights to access and use the Hosted Services.

d. **Copyright and Proprietary Notices.** Client acknowledges that Digital Cheetah will post in a mutually agreeable location on Client’s instances of

the Services a "Created by Digital Cheetah" statement and logo in a size and prominence reasonably acceptable to Client.

3. Availability of Other Digital Cheetah Services.

a. **Availability of Support.** Upon Client's payment of applicable fees, Digital Cheetah will provide Client with the type of support services selected by Client from the Support Plans made available by Digital Cheetah. Digital Cheetah will automatically renew support (for the same Support Plan selected by Client during the prior period) by invoicing Client for the fee applicable to the next subsequent twelve month period (each, a "Support Period"). Renewal will be effective upon Digital Cheetah's receipt of Client's payment. If Client does not remit payment by the commencement date of the new Support Period, support will be cancelled. Client may also change the Support Plan or cancel support at the end of a Support Period by notifying Digital Cheetah per the process specified by Digital Cheetah.

b. **Availability of Professional Services.** If Client requests that Digital Cheetah provide Client with consulting, training, or other professional services, Digital Cheetah will prepare a statement of work describing the services to be performed, the obligations of each party, applicable charges, and any other applicable terms. To be effective, each statement of work must be signed by both parties. The parties agree that the specified Professional Services to be completed pursuant to any statement of work primarily involve the configuration of Client's subscription to the Services and integration of Client Data with and into the Services using Digital Cheetah's know-how, ideas, concepts, information, and Digital Cheetah Technology. Unless otherwise expressly specified in a statement of work, no deliverable provided in connection with the Professional Services provided pursuant to the Agreement constitutes a "work made for hire" under this Agreement. In the event that any such deliverable is held to be a work made for hire, Client hereby assigns to Digital Cheetah all right, title and interest therein or, to the extent such assignment is not permitted or effective, hereby grants to Digital Cheetah a perpetual, irrevocable, exclusive, worldwide, fully-paid, sub-licensable (through multiple layers), assignable license to any such deliverable.

4. Intellectual Property Ownership Rights.

a. **Ownership by Client.** As between Client and Digital Cheetah, Client or its licensors own all right, title, and interest in and to the Client Data. Client grants Digital Cheetah the right to use the Client Data solely to provide the Hosted Services and prevent or address service, support or technical problems. Client represents and warrants that Client has all rights in the Client Data necessary to grant these rights of use, and that such use does not violate any law or this Agreement. No title to or ownership of any proprietary rights related to the Client Data is transferred to Digital Cheetah pursuant to this Agreement. Client reserves all rights not expressly granted to Digital Cheetah.

b. **Ownership by Digital Cheetah.** As between Digital Cheetah and Client, Digital Cheetah or its licensors own all right, title, and interest in and to the Digital Cheetah Technology and the Hosted Services, including documentation as well as maintenance and support solutions for the Hosted Services. No title to or ownership of any proprietary rights related to the foregoing is transferred to Client pursuant to this Agreement. Digital Cheetah reserves all rights not expressly granted to Client.

5. Fees and Payment.

a. **Fees.** Client agrees to pay Digital Cheetah subscription and other fees as set forth in the applicable Order Form. In addition, Client will pay Digital Cheetah for professional services at Digital Cheetah's then current time and materials rates unless otherwise specified in the statement of work. Client agrees to reimburse Digital Cheetah for all miscellaneous out-of-pocket and travel expenses incurred by Digital Cheetah in accordance with the Williamson County Vendor Reimbursement Policy, a current copy of which is attached hereto as Exhibit B, in performing professional services provided such expenses have been pre-approved by Client.

b. **Fee Increases.** Digital Cheetah may change its fees by notifying Client in writing at least 30 days in advance of the effective date of the change except that Digital Cheetah will not increase such fees more than once annually. Fees for Other Services may change at any time as specified by the third party.

c. **Payment Terms.** Fees are due within 30 days from the date of Digital Cheetah's invoice (or as otherwise set forth in the invoice). Payment shall

be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (i) the date Client receives the services which are the subject of the invoice under this Agreement; (ii) the date the performance of the services which are the subject of the invoice under this Agreement is completed; or (iii) the date the Williamson County Auditor receives an invoice for the services which are the subject of the invoice. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. All payments will be made in U.S. dollars. Amounts charged by Digital Cheetah do not include applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under this Agreement. Client is responsible for all such amounts and will pay them in full (except for taxes based on Digital Cheetah's net income). Notwithstanding the foregoing, if Client is entitled to an exemption from any applicable taxes, Client is responsible for presenting Digital Cheetah with a valid exemption certificate (in a form reasonably acceptable to Digital Cheetah). Digital Cheetah will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies following Digital Cheetah's receipt of the certificate. In addition to Digital Cheetah's other rights under this Agreement, Digital Cheetah may suspend Client's access to the Services, or cancel the Services, if Client's account remains past due ten days after Digital Cheetah provides Client written notice of a past due invoice.

d. **Right to Audit.** Digital Cheetah agrees that, to the extent required under Texas Government Code, §2262.154, Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Digital Cheetah which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Digital Cheetah agrees that Client shall have access during normal working hours to all necessary Digital Cheetah facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of Texas Government Code, §2262.154. Client shall give Digital Cheetah reasonable advance notice of intended audits.

6. Warranties; Disclaimer.

a. **By Digital Cheetah.**

i. **Non-Infringement.** Digital Cheetah warrants that (A) it has the right to enter into and grant the rights described in this Agreement, and (B) the Hosted Services do not violate, misappropriate or infringe any United States copyrights, trade secrets or other intellectual property rights of any person or entity. In the event of any failure to conform to this warranty, Digital Cheetah will indemnify Client as set forth in Section 8.a (regarding Digital Cheetah's indemnification).

ii. **Hosted Services Warranty.** Digital Cheetah warrants that the Hosted Services will perform materially in accordance with the applicable Documentation. If the Hosted Services are nonconforming, Digital Cheetah will fix, provide a work around, or otherwise correct the Hosted Services. If Digital Cheetah is unable do so within a reasonable period of time, Digital Cheetah will terminate Client's access to the Hosted Services, this Agreement will terminate, and Digital Cheetah will refund to Client prepaid Subscription Fees on a prorated basis beginning with Client's notice of nonconformity.

iii. **Professional Services Warranty.** Digital Cheetah warrants that the Professional Services provided pursuant to the Agreement will be performed in a timely and professional manner, consistent with generally-accepted industry standards; provided that Client's sole and exclusive remedy for any breach of this warranty will be, at Digital Cheetah's option, re-performance of the Professional Services or termination of the applicable statement of work and return of the portion of the fees paid to Digital Cheetah by client for the nonconforming portion of the Professional Services.

b. **By Client.** Client warrants that (i) Client has the right to enter into and grant the license described in this Agreement, and (ii) Client Data does not violate, misappropriate or infringe any right of privacy or publicity or any United States copyrights, trade secrets or other intellectual property rights of any person or entity.

c. **Disclaimer.** THE PROVISIONS OF SECTION 6.a CONSTITUTE CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND DIGITAL CHEETAH'S SOLE AND EXCLUSIVE LIABILITY, FOR BREACH OF THE WARRANTIES SET FORTH IN THIS AGREEMENT. EXCEPT AS SET FORTH IN SECTION 6.a OF THIS AGREEMENT, SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DIGITAL CHEETAH AND ITS SUPPLIERS AND LICENSORS (COLLECTIVELY, "SUPPLIERS") EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DIGITAL CHEETAH MAKES NO WARRANTY THAT THE HOSTED SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. Digital Cheetah does not and cannot control the flow of data to or from Digital Cheetah's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the Internet (or portions thereof). Digital Cheetah agrees to use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events. However, Digital Cheetah cannot guarantee that such events will not occur. Accordingly, Digital Cheetah disclaims any and all liability resulting from or related to such events. Digital Cheetah also disclaims any liability or warranty for Other Services.

7. CONFIDENTIALITY.

a. **Client Confidential Information.** Digital Cheetah acknowledges that any nonpublic information of Client (including Client Data) which Client discloses to Digital Cheetah or to which Digital Cheetah has access in the course of performing its obligations under this Agreement is confidential and proprietary to Client ("Client Confidential Information"). Digital Cheetah agrees to: (i) treat all Client Confidential Information with the same degree of care as it accords its own confidential information, but not less than reasonable care; (ii) use the Client Confidential Information only in connection with performing its obligations under this Agreement; and (iii) not disclose or disseminate the Client Confidential Information to any third party except as permitted herein. Digital Cheetah agrees that the only employees, agents, and contractors who will have access to Client Confidential Information will be those with a need to know who have agreed to abide by the obligations set forth in this Section pursuant to a written confidentiality agreement.

b. **Digital Cheetah Confidential Information.** The terms of this Agreement (including pricing), the Hosted Services, Digital Cheetah Technology, and other nonpublic information of Digital Cheetah constitute confidential information of Digital Cheetah ("Digital Cheetah Confidential Information"). Client agrees to: (i) treat all Digital Cheetah Confidential Information with the same degree of care as it accords to its own confidential information, but not less than reasonable care; (ii) use the Digital Cheetah Confidential Information only in connection with accessing the Hosted Services as permitted under this Agreement; and (iii) not disclose or disseminate the Digital Cheetah Confidential Information to any third party except as permitted herein. Client agrees that the only Client employees, agents, and contractors (including third party service providers providing services to Client) who will have access to Digital Cheetah Confidential Information will be those with a need to know who have agreed to abide by the obligations set forth in this Section pursuant to a written confidentiality agreement.

c. **Exceptions to Confidentiality.** Information will not be deemed Confidential Information of either Client or Digital Cheetah under this Agreement if such information: (i) is or becomes rightfully known to the recipient without any obligation of confidentiality or breach of this Agreement; (ii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the recipient of such Confidential Information; or (iii) is independently developed by the recipient of such Confidential Information. The foregoing exclusions do not apply to Personal Data in the Client Data. The recipient of such Confidential Information may disclose such information pursuant to the requirements of a governmental agency or by operation of law, provided that the recipient gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

8. Indemnification.

a. **By Digital Cheetah.** Digital Cheetah will defend Client from and against all claims, suits or actions arising out of or resulting from any action against Client that is based on any third party claim that the Hosted Services infringe that party's United States patents, copyrights, or trade secrets, and will pay the amount of any final judgment awarded (including reasonable attorney's fees and costs) or final settlement made with respect to such claim. In addition to Digital Cheetah's obligation of indemnification, if the Hosted Services becomes or, in Digital Cheetah's opinion, is likely to become the subject of a claim of infringement, Digital Cheetah may, at its option, either procure for Client the right to continue to access the Hosted Services or replace or modify the Hosted Services so that they are non-infringing. If neither of the foregoing alternatives is commercially reasonable, in Digital Cheetah's judgment, Digital Cheetah may terminate this Agreement, including terminating access to the Hosted Services. Notwithstanding the foregoing, Digital Cheetah will have no liability of any kind for any infringement or claim (i) based on the Client Data or the Other Services or (ii) which results from use of the Hosted Services in a manner prohibited under this Agreement or for which the Hosted Services were not designed.

b. **By Client.** Client will defend Digital Cheetah from and against all claims, suits or actions arising out of or resulting from any action against Digital Cheetah that is based on any third party claim that the Client Data violates, misappropriates or infringes any right of privacy or publicity or any United States copyrights, trade secrets or other intellectual property rights of any person or entity, and will pay the amount of any final judgment awarded (including reasonable attorney's fees and costs) or final settlement made with respect to such claim.

c. **Conditions to Indemnification; Entire Obligation.** To qualify for indemnification hereunder, the party requesting the indemnification is required to: (i) promptly notify the party providing the indemnification in writing of the existence of any such action; (ii) grant the indemnifying party the sole control of the defense, negotiation, compromise and settlement of such claim; provided however, that any such settlement does not impose any obligation of payment or admission of guilt, or any other material obligation (except customary obligations of confidentiality) on the indemnified party without that party's prior written consent; and (iii) cooperate with the indemnifying party with respect to any such claim. Either party may elect to participate in any such action with an attorney of its own choice and at its own expense. The foregoing states the entire obligation and liability of each party with respect to any third party claim.

9. Limitation of Liability.

a. **Disclaimer of Consequential and Other Damages.** Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either party to this Agreement, or their affiliates, officers, directors, employees, agents, service providers, suppliers or licensors be liable to the other party or any third party for any lost profits, lost sales or business, lost data, business interruption, loss of goodwill, or for any type of indirect, incidental, special, exemplary, consequential or punitive loss or damages, or any other loss or damages incurred by such party or third party in connection with this Agreement, the Hosted Services or the Professional Services, regardless of whether such party has been advised of the possibility of or could have foreseen such damages.

b. **Limitation on Liability.** Notwithstanding anything to the contrary in this Agreement, Digital Cheetah's aggregate liability to Client, Users or any third party arising out of this Agreement or otherwise in connection with any provision, use or employment of any of the services provided hereunder, including the Hosted Services, shall in no event exceed the Subscription Fees for the Hosted Services paid by Client during the twelve months prior to the first event or occurrence giving rise to such liability. Client acknowledges and agrees that the essential purpose of this Section 9.b is to allocate the risks under this Agreement between the parties and limit potential liability given the Subscription Fees, which would have been substantially higher if Digital Cheetah were to assume any further liability other than as set forth herein. Digital Cheetah has relied on these limitations in determining whether to provide Client with the rights to access and use the Hosted Services (and any other services) provided for in this Agreement.

c. **Exceptions in Some Jurisdictions.** Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations

may not apply to Client. In these jurisdictions, Digital Cheetah's liability will be limited to the maximum extent permitted by applicable law.

10. Termination.

a. **Subscription Term.** This Agreement will commence on the Effective Date, and remain in effect for a period of one year ("Initial Subscription Term"). After expiration of the Initial Subscription Term, this Agreement will automatically renew for successive one year terms (each, a "Renewal Subscription Term" and, together with the Initial Subscription Term, referred to as the "Subscription Term") unless it is terminated as specified herein.

b. **Termination.** This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of the services actually received.

c. **Effect of Termination and Survival.** Upon any termination or expiration of this Agreement, (i) Digital Cheetah will immediately cease providing access to the Hosted Services, (ii) each party will destroy the other party's Confidential Information, and (iii) all undisputed payments owed under this Agreement will immediately become due and payable. Upon Client's request made within 30 days after the effective date of termination or expiration of this Agreement, Digital Cheetah will make Client Data available to Client for export or download as provided in the Documentation. After such 30-day period, Digital Cheetah will have no obligation to maintain or provide any Client Data and will have the right to delete or destroy all copies of Client Data in the Digital Cheetah systems or otherwise in Digital Cheetah's possession or control, unless prohibited by law. The terms of any sections of this Agreement which by their nature are intended to extend beyond termination will survive termination of this Agreement for any reason.

11. General Provisions.

a. **Governing Law and Jurisdiction.** This Agreement will be exclusively governed and construed in accordance with the laws of the State of Texas without regard to the conflicts of law principles. Any legal action, suit, or proceeding in any way arising out of or in connection with this Agreement must be brought solely and exclusively in the courts of Williamson County in the State of Texas. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement. The United Nations Convention on the International Sale of Goods will have no application to this Agreement. The parties also agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within two years after such claim or

cause of action arose or be forever barred. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the other party.

b. **Public Statements.** Client agrees that Digital Cheetah may use Client's name and logo as a Digital Cheetah customer on Digital Cheetah's website and in marketing materials for use with customer prospects. Any other press release or public statement with respect to this Agreement requires the prior written consent of the other party.

c. **Supervision of Personnel; Independent Contractors.** Digital Cheetah is responsible for the supervision, direction, and control of its personnel engaged in performing its obligations under this Agreement. Digital Cheetah may subcontract a service, or any part of it, to subcontractors selected by Digital Cheetah. The relationship of Digital Cheetah and Client will be that of independent contractors, and nothing contained in this Agreement will constitute the parties as partners, joint venturers, or otherwise as agents or participants in a joint undertaking.

d. **Assignment.** Neither party may assign or transfer its rights or obligations under this Agreement without the other party's prior written consent except (i) to its affiliates, or (ii) in connection with a merger, acquisition or sale of all or substantially all of its assets. For purposes of this Section, "affiliate" means an entity that controls, is controlled by, or is under common control with, that party. Any purported assignment in violation of this Section will be null and void.

e. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond that party's reasonable control.

f. **Notices.** All notices under this Agreement will be in writing and will be deemed to have been fully given and received at the addresses set forth in this Agreement or such other address as either party may specify in writing to the other: (i) when delivered in writing personally; (ii) when sent by confirmed facsimile or scan; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a commercial overnight carrier, with written verification of such receipt.

g. **No Waiver; Severability.** A party's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement will be unenforceable or invalid under any applicable law or be so held by a court of competent jurisdiction, such unenforceable or invalid provision will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

SERVICES SUBSCRIPTION AGREEMENT

Exhibit A Description of Volunteer Management System

Core Volunteer Management System Deliverables
Volunteer Management and Tracking Database
Complete tracking of all volunteer data, including contact information, status, photo, employment, demographics, skills, attributes, availability, and more. Role-based security limits access to specified administrative features and sections of the system.
Password Protected Volunteer Portal
Our secure volunteer portal empowers your volunteers to edit their unique user account plus allows the many additional Volunteer Only features and functions made available to her/him, resulting in a highly personalized volunteer engagement experience with your organization. Our robust and easy to use web-based administrative tools will allow you to easily and successfully manage both your volunteer data as well as your volunteer's user experience.
Volunteer Profile
The online volunteer profile provides the ability for the volunteer to view their complete volunteer history with your organization. The volunteer can change her/his contact information and any other information specified via the secure volunteer portal.
Volunteer Directory
Your online searchable organization directory allows visibility for all volunteers to view information about other organizational volunteers. All information is private by default. The directory includes privacy settings which allow volunteers to choose to share contact data as they choose.
Volunteer Event Registration / Shift Signup
Volunteers have access to sign up for your organization's event-based activities. She/he will be presented with events and shifts to choose from with real time, first come first served capability. Automatically generated calendars and listing pages enable volunteers to easily view and register for organizational activities, shifts and events. Administrative capabilities for single event set up as well as mass entry and upload of recurring shifts.
Volunteer Recurring Shift Self-Registration
Ability for volunteers to view recurring shifts and sign up / cancel themselves for recurring schedules. Includes the ability for volunteers to sign up for every week, every other week, first week of the month, second week of the month, third week of the month, fourth week of the month, fifth week of the month.*
* Please note this feature will be available by Fall 2017. Currently an administrator can permanently place a volunteer on a recurring shift and volunteers can sign up for a series of shifts at once, but cannot permanently place themselves on a schedule.
Volunteer Position Management
Track current volunteer position, history, position groups (committees, taskforces, etc.) for each volunteer with position reports and queries. Integrates with registration tool and email engine for streamlined communication and precise access control for managing and signing up for events.
Dynamic Form Builder
Create dynamic forms to collect information from both volunteers and non-volunteers. Receive administrative

notifications and track responses via response queue and Excel export.

iPhone/Android App for Volunteers

A free downloadable app from the Apple App Store or the Google Play Store is available for your volunteers. The app allows a volunteer to access the volunteer directory and other password-protected information on his/her mobile device

Mass Email Integration

Ability for your administrators to send emails in mass to volunteers and other contacts in your database utilizing our built-in email integration. An unlimited number of emails can be sent to any group or segment within the database.

Newsletters via MailChimp Integration

Ability for your administrators to send graphical newsletters in mass to volunteers in your database utilizing our built in MailChimp integration. (Note: MailChimp pricing can be viewed at <http://mailchimp.com/pricing/> ; MailChimp is free for up to 2,000 active volunteers and affordable plans are available for additional active volunteers. A 15% discount is available off the listed prices for not-for-profits: <http://mailchimp.com/for-nonprofits/>)

Volunteer Opportunity Queue

Allow your volunteers to see a catalog of current opportunities available. Volunteers can search to find matches of interest to them and notify you of those interests through an automated process. Robust administrative tools streamline the review and assignment process.

Intake Management for New Volunteer Prospects

The intake manager provides the ability to accept online prospective volunteer applications with any necessary steps to be approved including waivers. System administrators can accept, reject, or have items fulfilled by user-initiated system activities. You have visibility and control over the entire volunteer prospect life cycle and progress.

Online Payment for Application Fees

Ability to accept payment online for application fees using Stripe, a leading third-party payment engine. See Solution Pricing for Stripe payment gateway fees. Online Payment integrates with Intake Management to automatically complete the payment fee application step once the payment has been made.*

*Please note that we are upgrading from our existing payment engine to Stripe. This feature will be available by Fall 2017.

Volunteer Hours Tracker

Ability for volunteers to submit hours by type and amount. Administrators can view and review volunteer submitted hours for approval or rejection. Integrates with the registration tool to automatically calculate and track volunteer hours.

CheetahTrack® – Kiosk and Event Attendance Tracker Module

CheetahTrack streamlines attendance tracking through a PC kiosk, Mac kiosk or a mobile device. The solution includes QR/barcode badge generation. (Note: Hardware is not included and is purchased through a third-party. Contact us for hardware vendor and scanner recommendations)

Standard Reports

Core Volunteer Management System standard reports include reports such as current volunteer rosters by status, historical volunteer rosters by status, volunteer by language/skill, hours tracking and position information. Standard animal welfare reports will be included to allow the ability to filter and customize data to allow for greater flexibility in reporting.

Data Import Tool for Initial Volunteer Data Load

Our data import tool enables you to migrate your current volunteers to the Digital Cheetah system. We will provide a standard Excel format to allow an import of existing volunteer contact information. Custom data migration quotes are

available on request.

Digital Cheetah Domain Management

- Digital Cheetah will manage the domain name of the Williamson County Regional Animal Shelter; the Williamson County Regional Animal Shelter will retain legal ownership of their domain:
 - Member-Only Areas. For the Member-Only Areas, Digital Cheetah provides two options: Client may transfer its domain name (or nameserver) (“Client Domain Name”) to Digital Cheetah for Digital Cheetah’s use in providing Client with the Client Website, or Client may elect to use a subdomain (currently clientname.volunteerportal.org or clientname.memberportal.org, subject to availability) of Digital Cheetah’s portals.
 - Public-Facing Area. For the Public-Facing Areas, Client must transfer the Client Domain Name to Digital Cheetah for Digital Cheetah’s use in providing Client with the Client Website.
- Upon termination of this agreement, Digital Cheetah will promptly transfer the Client Domain Name to Client.

Administrative User Training

Eight (8) hours of best practice planning and administrative user training on all features, applications, and functionality is included. Training is also available via live training webinars, recorded on-demand trainings, and searchable online step-by-step help guides. Additional custom webinar trainings tailored to your precise needs are also available at \$60 per hour or \$30 per half hour.

Notes & Assumptions

This agreement is intended for a single-use organization instance of the Digital Cheetah Volunteer Management System. Contact your Digital Cheetah representative if an enterprise solution or multi-organization configuration is desired.

SERVICES SUBSCRIPTION AGREEMENT

**Exhibit B
Williamson County Vendor Reimbursement Policy**

Attached



Service Order Form

All information, including pricing, contained in this Service Order Form is confidential.

Client Details	Order Details
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Client Name: Williamson County Regional Animal Shelter
Billing Contact: Cheryl Schneider
Billing Address: 1855 SE Inner Loop, Georgetown, TX 78626
Billing Email: cschneider@wilco.org
Billing Phone: 512-943-3597

Order #: 8490
Order Date: January 26, 2018

Payment Terms and Frequency

Billing: Installation payment is due upon client signature.
Frequency: Maintenance, support, hosting fees will be invoiced monthly.
 Monthly fees can be invoiced annually upon request.

License, Configuration, Professional Services Fees
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Description of Service	Total One-time Fee
Volunteer Management System This one-time fee includes configuration and setup of Volunteer Management System, Volunteer Portal, Import of Historical Data (Contact Information and Service Hours), and Administrative Web-based Training.	\$495.00

Payment Schedule	Installment Amount	Due Date
Installment:	\$495	Upon Signing

Hosted Services & Support Fees

Description of Service	Total Monthly Fee
Maintenance, Support, Hosting & Product Upgrades for Volunteer Management System	\$200.00 / month