

STATEMENT OF WORK AGREEMENT

This Statement of Work Agreement (this “SOW Agreement”) is made and entered into as of _____, (the “Effective Date”) by and between:

Pethealth Services (USA) Inc.,
 3315 Algonquin Road, Suite 450
 Rolling Meadows, IL 60008
 (“Pethealth”)

-and-

Williamson County Regional Animal Shelter
 1855 SE Inner Loop
 Georgetown, TX 78626
 (the “Client”)

This SOW Agreement is entered into for Pethealth to provide the Client with additional services (the “Services”) in exchange for a fee (if applicable) in relation to the Application Service Provider Agreement entered into by both Parties and dated as of _____ (the “Agreement”). The Services to be provided by Pethealth to the Client, including any applicable fees, shall be as outlined in Section 1. Services of this SOW Agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both parties agree to as follows:

1. SERVICES

The Services to be provided by Pethealth to the Client are as outlined below:

1.1 MISCELLANEOUS SERVICES

| | |
|--|---|
| <input type="checkbox"/> Basic Data Conversion: <ul style="list-style-type: none"> Includes animal, person, and visit information. Twenty (20) hours of support from Engagement Team in mapping and troubleshooting. Three (3) complete test runs of data. <p>FEE: \$15,000, one time fee</p> | <input type="checkbox"/> Advanced Data Conversion: <ul style="list-style-type: none"> Includes Basic Data Conversion plus any additional modules beyond intakes/outcomes. Thirty (30) hours of support from Engagement Team in mapping and troubleshooting. Three (3) complete test runs of data. <p>FEE: \$30,000, one time fee</p> |
| <input type="checkbox"/> Online Assessment: <ul style="list-style-type: none"> One and a half (1 ½) hour virtual meeting to evaluate operations and software use, including: <ul style="list-style-type: none"> Current features of product used (modules in PetPoint). Software configuration review (PetPoint or Vestafy) (stages, operation subtypes, etc.). Processes tracked with tools other than PetPoint or Vestafy (what’s tracked on a spreadsheet, post-it notes, etc.). Written proposal of improvements. Project plan to include client priorities and timeline. <p>FEE: \$1,000 per assessment</p> | <input type="checkbox"/> Online Engagement Services: <ul style="list-style-type: none"> Onboarding support. Admin Training: PetPoint/Vestafy. User Training: PetPoint/Vestafy. Custom Report Configuration: PetPoint Enterprise/Vestafy. Workflows or Dashboard Configuration: Vestafy. Custom Integration Development: Vestafy. Data Import: Vestafy. <p>FEE: <input type="checkbox"/> \$150 per hour, one time <input type="checkbox"/> \$1,250 (10-pack), one time <input type="checkbox"/> \$,2000 (20-pack), one time</p> |
| <input checked="" type="checkbox"/> Advanced Productivity: Includes: <ul style="list-style-type: none"> Mobile inventory Advanced scheduling Email signature 1 TB of file storage <p>FEE: \$ 2,500 per annum</p> | <input type="checkbox"/> Constituent Services Suite; Includes: <ul style="list-style-type: none"> Advanced pet licensing Online licensing Contract management/agency invoicing <p>FEE: \$4,500 per annum</p> |

| | |
|--|---|
| <input type="checkbox"/> Builders <ul style="list-style-type: none"> • Custom solutions tailored to Client’s specifications. <p>FEE: \$4,500 per build, per annum</p> | <input type="checkbox"/> E-Signature <ul style="list-style-type: none"> • Provides the ability to electronically sign documents, including intake and outcome contracts. <p>FEE: \$1,500 per annum</p> |
| <input type="checkbox"/> Onsite Engagement Services: Includes preparation time to utilize onsite time effectively. <ul style="list-style-type: none"> • Onboarding support. • Assessments. • Admin Training: PetPoint/Vestafy. • User Training: PetPoint/Vestafy. • Custom Report Configuration: PetPoint+/Vestafy. • Workflows or Dashboard Configuration: Vestafy. <p>FEE: \$5,000 (2 days), \$1,500 for each additional day, one time</p> | <input type="checkbox"/> File Storage: <ul style="list-style-type: none"> • Additional file storage may be purchased in 1TB increments. <p>FEE: <input type="checkbox"/> 1TB; \$200, per annum <input type="checkbox"/> 2TB; \$400, per annum <input type="checkbox"/> 3TB; \$600, per annum <input type="checkbox"/> 4TB; \$800, per annum</p> |

2. MILESTONE DELIVERABLES

2.1 Pethealth Schedule. The Parties agree to the following schedule and details (if applicable) for the Services to be completed by Pethealth for the Client. The payment frequency shall be as specified in Section 1. Services.

| Service | Initial Delivery Date | Additional Details | Total Amount |
|----------------------------|-------------------------------|---|-------------------|
| OtherAdvanced Productivity | | -Full payment is due in advance of each annual term | \$2,500 per annum |
| Choose an item. | Click or tap to enter a date. | - | - |
| Choose an item. | Click or tap to enter a date. | - | - |
| Choose an item. | Click or tap to enter a date. | - | - |
| Choose an item. | Click or tap to enter a date. | - | - |

2.2 Client Schedule. The Parties agree to the following schedule and details (if applicable) for the completion of the below mentioned items by the Client to support Pethealth in their work and completion on any Services to be provided.

| Service | Initial Delivery Date | Additional Details |
|-----------------|-------------------------------|--------------------|
| Choose an item. | Click or tap to enter a date. | - |

| | | |
|-----------------|-------------------------------|---|
| Choose an item. | Click or tap to enter a date. | - |
| Choose an item. | Click or tap to enter a date. | - |
| Choose an item. | Click or tap to enter a date. | - |
| Choose an item. | Click or tap to enter a date. | - |

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2. No Other Change

Except as provided in this Amending Agreement, all of the terms and conditions of the Agreement remain unchanged and in full force and effect and will be read with this Amending Agreement.

3. Terminology

Capitalized terms not defined in this Amending Agreement shall have the meaning as described in the Agreement.

By signing this Amending Agreement, both parties are entering into the Amending Agreement as of the Effective Date and agree to the terms and conditions outlined within.

PETHEALTH:

Pethealth Services (USA) Inc.

Address:

3315 Algonquin Road Suite 450
Rolling Meadows, IL 60008

Telephone:

1-866-630-7387

Email:

info@PetPoint.com

Name of Signer:

Jordana Matsos

Signer's Title:

VP Client Services

Signature:

[Handwritten Signature]

Signer's Telephone:

1-866-630-7387 ext. 5772

Signer's Email:

jordana.matsos@pethealthinc.com

Date:

Feb. 13, 2018

CLIENT:

Billing Address:

Telephone:

Email:

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

Signer's Email:

Date:



PETPOINT APPLICATION SERVICE PROVIDER AMENDING AGREEMENT

This Amending Agreement (the "**Amending Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and between:

Pethealth Services (USA) Inc.,
 3315 Algonquin Road, Suite 450
 Rolling Meadows, IL 60008
 ("Pethealth")

-and-

Williamson County Regional Animal
 Shelter
 1855 S.E. Inner Loop,
 Georgetown, TX 78626
 (the "**Client**")

Both Parties entering into the PetPoint Application Service Provider Agreement dated as of January 20, 2009 (the "**Agreement**") wish to amend the Agreement on the terms and conditions described in this Amending Agreement.

In consideration of the Parties agreeing to amend their obligation in the existing Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both parties agree as follows:

1. Amendments

| Original Provision | Amended Provision |
|--------------------|---|
| | <p>16. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee 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 licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of 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.</p> |
| | <p>17. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.</p> |
| | <p>18. Right to Audit: Pethealth agrees that licensee 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 Pethealth which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Pethealth agrees that licensee shall have access during normal working hours to all necessary Pethealth facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Licensee shall give Pethealth reasonable advance notice of intended audits.</p> |



3. GENERAL

3.1 Individual Products. Individual products and services may be subject to additional terms and conditions. Any applicable individual product and service terms and conditions shall be provided to Client for review prior to the execution of this SOW Agreement.

3.2 Entire Agreement. This SOW Agreement, together with the Agreement, any amending agreement, if applicable, and any individual product and service terms and conditions, if applicable, set forth the entire agreement between the parties with respect to the subject matter hereof and fully supersedes any and all prior agreements, or understandings between the parties relating to the subject matter hereof.

By signing this Agreement, both parties are entering into the Agreement as of the Effective Date and agree to the terms and conditions outlined within.

PETHEALTH:

Pethealth Services (USA) Inc.

Address:

3315 Algonquin Road, Suite 450
Rolling Meadows, IL 60008

Telephone:

1-866-630-7387

Email:

info@vestafy.com
software-solutions@petpoint.com

Name of Signer:

Jordana Matsos

Signer's Title:

VP Client Services

Signature:

[Handwritten Signature]

Signer's Telephone:

1-866-630-7387 ext. 5772

Signer's Email:

jordana.matsos@pethealthinc.com

Date:

Feb. 13, 2018

CLIENT:

Billing Address:

Telephone:

Email:

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

Signer's Email:

Date:
