



PETPOINT APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement (this “**Agreement**”) is made and entered into as of January 10, 2023, (the “**Effective Date**”) by and between:

Pethealth Services (USA) Inc.,
3315 Algonquin Road, Suite 310
Rolling Meadows, IL 60008]

-and-

Williamson County, a political subdivision of
the State of Texas
1855 Inner Loop SE
Georgetown, TX 78626
(the “**Client**”)

(“**Pethealth**”)

This Agreement governs the relationship between Pethealth and the Client and is entered into for Pethealth to provide the Client with access to software and services on an application service provider (“**ASP**”) basis, pursuant to the terms and conditions described in this 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 as follows:

1. DEFINITIONS

The capitalized terms used in this Agreement shall have the meanings as defined below.

Additional Services:	Means any services provided by Pethealth to the Client for an additional fee pursuant to this Agreement, including but not limited to database conversion, training, support and custom development additions.
Affiliate:	Means a business entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the applicable Party.
Application:	Means the general production version of the PetPoint Shelter Data Management Software, including all updates, improvements and enhancements.
ASP:	Means application service provider and refers to Pethealth.
ASP Service(s):	Means any service(s) in relation to the Application provided by Pethealth to the Client pursuant to this Agreement.
Client:	Means the entity named and entering into this Agreement with Pethealth.
Client’s Data:	Means the data entered into the Application by the Client.
Communications:	Has the meaning given in Schedule C.
Confidential Information:	Refers to the information the Parties may disclose or make available to one another in connection with this Agreement which is considered by the disclosing Party to be confidential or proprietary information about itself or its business, products or services. This includes, but is not limited to: (a) the terms of this Agreement, unless prohibited by law; and (b) any other information, communication or data, in any form, including, but not limited to, oral, written, graphic or electronic forms, which the disclosing Party identifies as confidential or which is of such a nature that the receiving Party should reasonably understand that the disclosing Party desires to protect such information against unrestricted disclosure or use, including, without limitation, business information, financial data and marketing data. Notwithstanding the foregoing, Confidential Information does not include information that is: (a) generally known in the public (other than through unauthorized disclosure); (b) rightfully in the receiving Party’s possession prior to disclosure as evidenced by competent written proof; (c) independently developed by the receiving Party without reliance on or reference to the disclosing Party’s Confidential Information; or (d) rightfully received by the receiving Party from a third party without a duty of confidentiality, provided that (i) the receiving Party has no knowledge that such information is subject to a confidentiality agreement and (ii) such information is not of a type or character that a reasonable person would have regarded it as confidential.
Consenting Parties:	Has the meaning given in Schedule C.

Fee:	Refers to any payments made by the Client to Pethealth in connection with this Agreement including, but not limited to, the Application onboarding fee and Additional Services fee(s).
Force Majeure:	Means a cause or event that is not reasonably foreseeable or not otherwise caused by or under the control of Pethealth including acts of God, fires, floods, explosions, riots, wars, hurricanes, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, insurance regulatory and compliance acts, labor strikes or internet service provider failure or delay.
Go-Live	Means the date the Client begins daily use of the Application.
Offer:	Has meaning given in Schedule B.
Party, Parties:	"Party" means either Pethealth or the Client, as applicable. "Parties" refers to Pethealth and the Client collectively.
Personnel:	Means the Affiliates of each Party, and the directors, officers, employees, agents, representatives, advisors and volunteers of each Party and their Affiliates, as applicable.
Pethealth:	[Means Pethealth Services (USA) Inc., the Application Service Provider, an Illinois Corporation.]
Pethealth Advantage Program:	Has the meaning given in Schedule B.
Proprietary Information:	Means any and all information relating to the Application and the ASP Services, including the databases, computer programs, screen formats, report formats, interactive design techniques, formulae, processes, systems, software, extended format reports and other information forming part of, relating to or made available as part of the Application and the ASP Services that is proprietary to Pethealth and/or its licensors and all related copyrights, trademarks, service marks, trade secrets, patents or other intellectual property and ownership rights of Pethealth or its subsidiaries and Affiliates and its relevant licensors.
Trial:	Has the meaning given in Schedule B.

2. CLIENT'S USE OF THE APPLICATION

- 2.1. Right to Access and Use.** Subject to the terms and conditions of this Agreement, Pethealth grants the Client the right to use the Application on a remote basis through the ASP for the purpose of managing the Client's data and for related purposes relating to the management of customer data in the animal welfare industry. The Client is authorized to use all functionality and all configurations of the Application (including all updates) that are made available through the ASP or made generally available by Pethealth.
- 2.2. Terms of Use.** The Client will not (a) make any ASP Service or content available to, or use any ASP Service or content for the benefit of, anyone other than the Client, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any ASP Service or content, or include any ASP Service or content in an ASP Service bureau or outsourcing offering, (c) use an ASP Service or third party application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (d) use an ASP Service or third party application to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any ASP Service or third party data contained therein, (f) attempt to gain unauthorized access to any ASP Service or content or its related systems or networks, (g) permit direct or indirect access to or use of any ASP Service or content in a way that circumvents a contractual usage limit, or use any of Pethealth's ASP Services to access or use any of Pethealth's intellectual property except as permitted under this Agreement, (h) copy an ASP Service or any part, feature, function or user interface thereof, (i) copy content except as permitted, (j) frame or mirror any part of any ASP Service or content, other than framing on the Client's own intranets or otherwise for the Client's own internal business purposes, (k) access any ASP Service or content in order to build a competitive product or Service or to benchmark with a third party product or ASP service, or (l) reverse engineer any ASP Service (to the extent such restriction is permitted by law). Any use of the ASP Services in breach of this Agreement by the Client that in Pethealth's judgment threatens the security, integrity or availability of Pethealth's ASP Services, may result in Pethealth's immediate suspension of the ASP Services, however, Pethealth will use commercially reasonable efforts under the circumstances to provide the Client with notice and an opportunity to remedy such violation or threat prior to such suspension.
- 2.3. No Retained Rights.** The Client understands and agrees that their right to use the Application is provided on a limited, non-exclusive, non-transferable and revocable basis. In no event will the Client obtain or retain any other right of access or use or retain any right, title or interest, whether in the form of intellectual property or any other ownership rights or interests, in or to the Application (or any modifications, improvements, enhancements, upgrades or any derivative works based upon the Application).

- 2.4. Pethealth Service Levels and Support.** Pethealth will use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Pethealth shall give advance electronic notice) and (b) any unavailability caused by a Force Majeure event. Upon request, Pethealth will provide to the Client a complete duplicate of the Client's Data in SQL format on a monthly basis.

3. THIRD PARTY PROVIDERS

- 3.1. Third Party Services.** Pethealth or third parties may make available third party products or services, including, for example, third party applications and implementation and other consulting services. Any acquisition by the Client of such products or services, and any exchange of data between the Client and any third party provider, product or service is solely between the Client and the applicable third party provider. Pethealth does not warrant or support third party products or services, whether or not they are designated by Pethealth as "certified" or otherwise, unless expressly provided otherwise.
- 3.2. Data.** If the Client chooses to use a third party application with an ASP Service, the Client grants Pethealth permission to allow the third party application and its provider to access the Client's Data as required for the interoperation of that third party application with the ASP Service. Pethealth is not responsible for any disclosure, modification or deletion of the Client's Data resulting from access by such third party application or its provider.
- 3.3. Integration.** The ASP Services may contain features designed to interoperate with third party applications. To use such features, the Client may be required to obtain access to such third party applications from its providers, and may be required to grant Pethealth access to the Client's account(s) on such third party applications. Pethealth cannot guarantee the continued availability of such service features, and may cease providing them without entitling the Client to any refund, credit, or other compensation, if for example and without limitation, the provider of a third party application ceases to make the third party application available for interoperation with the corresponding service features in a manner acceptable to Pethealth.

4. PETHEALTH ADVANTAGE PROGRAM

- 4.1.** The Client shall have the option to participate in the Pethealth Advantage Program as specified in Schedule B.

5. FEES AND PAYMENT

- 5.1. Currency.** Any references to monetary values made within this Agreement shall be denominated in the currency in use by the country where the Client is domiciled.
- 5.2. Fees.** The Client shall pay Pethealth for all fees specified in Schedule A. Except as otherwise specified: (a) fees are based on the Application and the ASP Services purchased and not actual usage and (b) payment obligations are non-cancellable and fees paid are non-refundable.
- 5.3. Invoicing and Payment.** The Client will provide Pethealth with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Pethealth. If the Client provides credit card information to Pethealth, the Client authorizes Pethealth to charge such credit card for all Fees set forth in Schedule A. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in Schedule D. If the Client specifies that payment will be by a method other than a credit card, Pethealth will invoice the Client in advance and otherwise in accordance with the agreed payment method. Unless otherwise stated, invoiced charges are due net thirty (30) days from the invoice date. The Client is responsible for providing complete and accurate billing and contact information to Pethealth and notifying Pethealth of any changes to such information.
- 5.4. 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 Client 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 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 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.
- 5.5. Suspension of Service and Acceleration.** If any amount owing by the Client under this or any other agreement for Pethealth services is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts the Client has authorized Pethealth to charge to its credit card), Pethealth may, without limiting Pethealth's other rights and remedies, accelerate the Client's unpaid fee obligations

under such agreements so that all such obligations become immediately due and payable, and suspend Pethealth's services to the Client until such amounts are paid in full. Other than for customers paying by credit card or direct debit whose payment has been declined, Pethealth will give the Client at least ten (10) days' prior notice that the Client's account is overdue before suspending services to the Client.

- 5.6. Taxes.** The Client shall be responsible for any applicable sales, use, excise, value added, services, consumption or other tax that is assessed on the grant of the right to use the Application or any part of the provision of ASP Services or on any payments due to Pethealth under this Agreement.

6. PROPRIETARY RIGHTS

- 6.1. Application and Proprietary Information.** The Client acknowledges that the Application and all Proprietary Information of Pethealth are and will at all times remain the sole and exclusive property of Pethealth or its licensors.
- 6.2. Client's Data.** The Client shall retain sole ownership of all the Client's Data. Pethealth shall have the sole and exclusive right to use the Client's Data for the purpose of promoting, marketing and soliciting enrollment in Pethealth Inc. products and services, including, but not limited to, microchip, on-line adoptable pet promotion services and insurance products and services. In addition, the Client acknowledges that Pethealth may use the Client's Data for the purpose of data aggregation to form summary statistics used in industry reports and other industry related data reporting initiatives. Aggregate data obtained from the Client's operations used to form summary statistics will be combined with aggregate data obtained from other Application users and shall contain no information specifically identifying the Client or their operations. The Client agrees that such use by Pethealth shall not constitute a breach of the confidentiality provisions of this Agreement.

7. CONFIDENTIALITY

- 7.1. Permitted Use.** Each Party will use Confidential Information received from the other Party solely for the purpose of rendering services pursuant to this Agreement or otherwise discharging its obligations hereunder and will take all reasonable precautions to ensure that it does not disclose to any third party such Confidential Information without the prior written consent of such other Party. Notwithstanding the foregoing, a Party may disclose such Confidential Information: (a) to its employees and agents, on a need-to-know basis, who are bound by obligations of non-disclosure and limited use at least as stringent as those contained within this Agreement; and (b) to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body, upon reasonable notice to the other Party.
- 7.2. General.** Each Party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and agents. All Confidential Information will remain the sole property of the disclosing Party and no proprietary rights shall be granted to the counterparty by this Agreement or by disclosure of Confidential Information under this Agreement. Upon request by the disclosing Party, all Confidential Information must be promptly returned or destroyed. Notwithstanding the foregoing, Pethealth shall not be required to purge its computer archives. The confidentiality obligations with respect to any information that is not considered to be a "trade secret" under applicable law will expire three (3) years after the termination or expiration of this Agreement.

8. PUBLICITY

- 8.1. Non-Advertisement.** Both Parties agree that they may not, without the written consent of the other Party:
- a) Advertise or otherwise make known to others any information regarding this Agreement, including, but not limited to, any fee or commission arrangements, unless prohibited by law;
 - b) Use any endorsement, quote or picture implying endorsement of the other Party or its Personnel in any advertising, sales promotion, press release or other public document; or
 - c) Use or display the name or mark(s) of the other Party.
- 8.2. Exception.** Notwithstanding the foregoing, the Parties agree that either Party may display the name and marks of the other Party and its Affiliates in its facilities (including any affiliate facilities and/or affiliate branches or clinics) and on their website for the purpose of the Pethealth Advantage Program.

9. WARRANTIES AND DISCLAIMERS

- 9.1.** The Application is provided on an “as is, where is” basis, without any representation or warranty or condition of any kind under applicable law. Pethealth disclaims all conditions, terms, representations and warranties which have been express or implied, written or oral, statutory or otherwise, including, but not limited to, warranties of merchantability, quality, fitness, title or non-infringement.

10. MUTUAL INDEMNIFICATION

- 10.1. Indemnification by Pethealth.** Pethealth shall indemnify and hold the Client harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by the Client as a result of any claim or cause of action by a third party arising out of or relating to any alleged infringement of copyright or any other property right arising out of the use of the Application and the ASP Services.
- 10.2. Indemnification by the Client.** The Client shall indemnify and hold Pethealth harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by Pethealth as a result of any claim or cause of action by a third party arising out of or relating to: (a) the Client’s use of the Application and the ASP Services, or (b) ownership or rights in any data received by Pethealth from the Client or any information derived therefrom.
- 10.3. Interpretation.** For the purposes of this Section 10, references to each Party shall include each Party’s respective Personnel.
- 10.4. Texas Law Applicable to Indemnification.** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Client’s rights.

11. LIMITATION OF LIABILITY

- 11.1. Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT AND THEIR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT THE CLIENT’S AND THEIR AFFILIATES’ PAYMENT OBLIGATIONS UNDER THE “FEES AND PAYMENT” SECTION ABOVE.
- 11.2. Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S OR ITS AFFILIATES’ REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

- 12.1. Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.
- 12.2. Termination for Cause.** Either Party may terminate this Agreement for cause:
- a) Upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or
 - b) Upon thirty (30) days written notice if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 12.3. Termination for Convenience.** Either Party may terminate this Agreement without cause by providing sixty (60) days written notice to the other Party.
- 12.4. Refund or Payment upon Termination.** If this Agreement is terminated by the Client in accordance with Section 12.2, Pethealth will refund the Client any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is

terminated by Pethealth in accordance with Section 12.2 the Client will pay any unpaid fees covering the remainder of the term. In no event will termination under Sections 12.2 or 12.3 relieve the Client of its obligation to pay any fees payable to Pethealth for the period prior to the effective date of termination.

- 12.5. Data Portability.** After the termination of this Agreement, Pethealth will immediately shut off the Client's access to the Application. Upon request, Pethealth will provide the Client with a complete duplicate of the Client's Data.

13. CONSENT TO CONTACT AND EXEMPTION UNDER TEXAS HOUSE BILL 2828 ("HB2828")

- 13.1.** Pursuant to Section 552.1177 subsection (b) Pethealth is exempt whereby governmental entities can provide Pethealth with an adopter's personally-identifying information as the services provided by Pethealth relating to microchip registration pertain to public health and safety, as the services provided allow for the prompt rehoming of stray animals.

Pethealth shall maintain the confidentiality of the information provided as specified in Schedule B, and shall not disclose the information or use the information for any purpose that does not relate to the services that are offered relating to the protection of public health and safety.

- 13.2** If the Client elects to participate in the Pethealth Advantage Program as specified in Section 4.1 and Schedule B, then the Client shall also cooperate with Pethealth to collect and record the consent of third-parties to receive further communications from Pethealth and its Affiliates, as specified in Schedule C.

14. RIGHT TO AUDIT

- 14.1.** Pethealth agrees that 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 Pethealth which are directly pertinent to the services to be performed to the Client under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Pethealth agrees that Client shall have access during normal working hours to all necessary Pethealth facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Pethealth reasonable advance notice of intended audits.

15. GENERAL

- 15.1. Relationship.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- 15.2. Amendments.** This Agreement may not be amended except by the written agreement of the Parties substantially in the form attached as Schedule E. The terms and conditions outlined in the Schedules are subject to change and Pethealth will make commercially reasonable efforts to provide the Client with thirty (30) days' prior written notice of any intended changes. The Client's continued use of the Application and abidance of the revised terms and conditions after thirty (30) days means that the Client has accepted the revised terms and conditions.
- 15.3. Assignment.** This Agreement may not be assigned by the Client without the prior written consent of Pethealth and any alleged assignments by the Client without Pethealth's prior written consent will be null and void. This Agreement will be binding on and exist to the benefit of both Parties, including their respective successors and permitted assigns.
- 15.4. Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of Williamson County, the State of Texas and the applicable laws of the United States of America without regard to the conflicts of law principles.
- 15.5. No Waiver of Sovereign Immunity or Powers.** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.
- 15.6. Mediation.** The Parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.



- 15.7. Severability.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.
- 15.8. Entire Agreement.** The entire relationship between Pethealth and the Client is governed by this Agreement, including all Schedules thereto and, if applicable, any amending agreement (including any additional Schedules that may form part of it) and replaces and terminates all prior oral or written agreements, arrangements or understandings between the Parties as of the Effective Date.
- 15.9. Survival.** The obligations imposed by Sections 6, 7, 9, 10, 11, 12.4, 12.5 and 15 will remain in force after the termination of this Agreement.



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 300
Rolling Meadows, IL 60008**Telephone:**

1-866-600-4815

Email:

info@PetPoint.com

Name of Signer:

Michelle Cole

Signer's Title:

Chief Marketing and Sales Officer

Signature:
Michelle Cole**Signer's Telephone:**

1-866-630-7387 ext.

Signer's Email:**Date:**

26 December 2022 | 8:57 AM EST

CLIENT:

Williamson County Regional Animal Shelter

Billing Address:1855 SE Inner Loop
Georgetown, Texas 78626**Telephone:**

512-943-3322

Billing Email:

lgunter@wilco.org

Name of Signer:

Bill Gravell

Signer's Title:

County Judge

Signature:
Bill Gravell (Jan 11, 2023 10:19 CST)**Signer's Telephone:****Signer's Email:****Date:**

Jan 11, 2023

SCHEDULE A – Fees and Pricing

- 1. PetPoint Annual Subscription Fee:** The Client shall choose one (1) of the annual software subscription options and pay Pethealth the subscription fee as outlined below on an annual basis. The PetPoint Annual Software Subscription fee shall be due on the first day of each contract year. A quarterly payment option is available.

2.

PetPoint Professional:

- a) With Phone and Chat Support - \$9,000

PetPoint Professional – Advantage Program:

- a) Online Support - \$0.00
 b) Phone and Chat Support – \$1,000

PetPoint Enterprise (Builders and Constituent Services not included):

- a) Phone and Chat Support - \$10,000

PetPoint Enterprise (Builders and Constituent Services not included) – Advantage Program:

- a) Phone and Chat Support - \$2,500

2. Subscription Includes:

PetPoint Professional:

- a) One application and database instance of PetPoint Professional.
 b) Hosting and file storage on Microsoft Azure

PetPoint Enterprise:

- a) One application and database instance of PetPoint Enterprise.
 b) Hosting and file storage on Microsoft Azure
 c) Advanced Productivity Suite

- 3. Onboarding Fee:** A one-time onboarding fee shall be paid by the Client to Pethealth at the commencement of this Agreement as outlined in Schedule D.

Included in the onboarding fee:

- a) Computer-based learning courses (20+ hours of available courses as required).
 b) Project managed by Engagement Team Member consisting of regular check-ins throughout the self-guided onboarding.
 c) Online web form support during business hours*.

*Monday through Friday 9:00 a.m. to 6:00 p.m. eastern time, except for Pethealth observed holidays.

- 4. Additional Services:** Additional Services shall be offered and priced by a separate Statement of Work. These services may include, but are not limited to data conversion, custom development, configuration, report building and end user training.

- 5. Pet Licensing Fee (applicable to Clients with Constituent Services):** The Client accepts that there will be a fee, as outlined below, for each pet license issued by the Client via PetPoint Application's online licensing. Beginning in year two (2), the Client shall receive an invoice at the commencement of each contract year for all licenses issued during the previous contract year. The Client shall pay Pethealth any invoice charges in accordance with Section 5.3 of this Agreement.

Number of Pet Licenses Issued:	1 – 50,000	50,001 – 100,000	>100,000
License Fee:	\$0.75 per license	\$0.50 per license	\$0.25 per license



SCHEDULE B – Pethealth Advantage Program

By initialing below and on Schedule C, the Client agrees to the following terms and conditions outlined in this Schedule B and Schedule C regarding the usage and promotion of Pethealth microchips, lost pet recovery services, email offerings and adoptable pet promotion (collectively, the “Pethealth Advantage Program”).

1. Pethealth Advantage Program:

- a) The Client shall exclusively purchase, use, recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) in their facilities (including any affiliate facilities, branches or clinics under the Client’s control) for the implantation and identification of all canine and feline companion animals, as specified below.
- b) The Client shall implant all canine and feline companion animals offered for adoption with a Pethealth microchip, unless such animal is already microchipped at time of intake. The Client shall also exclusively use Pethealth microchips for any implantation and identification of canine and feline companion animals in the communities serviced by the Client.
- c) The Client shall register all microchips, regardless of brand, in the Pethealth microchip lost pet recovery program via the Application, including a valid email address and phone number from the owner or adopter, within 48 hours of receiving such information.
 - a. Pethealth reserves the right to charge a fee of \$4.85 for each non-Pethealth microchip registered if the Client discontinues their participation in the Pethealth Advantage Program.
- d) The Client shall recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) to its affiliate facilities, branches, clinics, partners, including vendors, suppliers and other members of the animal welfare industry.
- e) The Client shall not purchase, recommend or promote any competitor’s microchip or lost pet recovery program in their facilities (including any affiliate facilities, branches or clinics under the Client’s control). Notwithstanding the foregoing, the Client shall not be required to implant a Pethealth microchip into canine and feline companion animals that have already been microchipped.
- f) The Client shall begin using Pethealth microchips within 30 days following the Effective Date of this Agreement.

2. Pethealth Email Offerings:

- a) The Client must inform adopters of the email offerings brought to you by Pethealth, Pethealth Subsidiaries and/or our Parent companies along with the possibility of third parties, effective on the day of the Clients go live of their software.
 - a. From time to time we may change what offers are provided to your adopters, but prior to making those changes Pethealth will communicate what those offerings will be 90 days in advance in writing.
- b) The Client must collect consent, as per Schedule C, in order for the adopter to receive the email offers.

3. Adoptable Pet Promotion:

- a) The Client shall post pets available for adoption on their website(s) using the PetPoint Adoptable Search API, which is provided as part of the Application. If the Client does not have a website, then the Client shall setup and maintain a homepage on Petango (www.petango.com) from within the Application.
- b) The Client agrees that the format used to display animal data using the PetPoint Adoptable Search API and/or Petango cannot be altered by the Client. Pethealth may alter, change or modify the PetPoint Adoptable Search API, Petango and any related websites without prior notification. The Client acknowledges that the format used to display the animal data is owned by Pethealth and as such may contain messaging by Pethealth or third-parties authorized by Pethealth.
- c) The Client shall include on its website a hyperlink to the 24PetWatch website.
- d) The Client shall inform Pethealth of marketing opportunities, including through the Client’s shelter or rescue group, as applicable.
- e) The Client shall allow Pethealth to use the Client’s name and logo in Pethealth marketing materials.
- f) The Client shall begin using the PetPoint Adoptable Search Module and/or homepage on Petango on the day of go live.

SCHEDULE C – Collection of Consent

The Client or its Personnel shall inform all adopters and any pet owner where a microchip has been implanted of the exemption of Pethealth under Section 552.1177 Subsection (b) of the *Texas Public Information Act* as set out in 13.1 of the Agreement, and shall solicit the consent of all adopters and any pet owner where a microchip has been implanted (the “**Consenting Parties**”) to receive communications from Pethealth Inc. or its subsidiaries (the “**Communications**”).

In such instances, the Client agrees that:

- a) The Client or its Personnel shall solicit each Consenting Party’s express consent to receive the Communications.
- b) In soliciting the consent described above, the Client or its Personnel shall ensure that:
 - i. the Consenting Party has been informed of the exemption under Section 552.117, Subsection (b),
 - ii. the form of consent requires each Consenting Party to “opt-in” to (rather than “opt-out” of) providing its consent; and
 - iii. each Consenting Party has an opportunity to decline or revoke its consent.
- c) The Client will record each Consenting Party’s consent (or lack thereof) in the Application in the appropriate consent fields.
- d) The Client shall maintain any written or recorded evidence of each Consenting Party’s consent (or lack thereof) and deliver such evidence to Pethealth immediately upon request.
- e) At all times, the Parties shall treat all records and evidence of each Consenting Party’s consent (or lack thereof) as Confidential Information.
- f) At all times, the Client shall ensure that proper training is provided to all applicable Personnel in soliciting consent and in maintaining the records and evidence of each Consenting Party’s consent (or lack thereof) as described in this Schedule C.
- g) The Client shall adopt any other practices as requested by Pethealth to comply with applicable law (including, but not limited to, any applicable anti-spam legislation) in respect of the activities described in this Schedule C.

[Remainder of page is intentionally left blank.]

SCHEDULE D – PetPoint Payment Summary

PetPoint Annual Subscription Fee				
PetPoint Subscription Type		Fee Per Year	# Concurrent Licensed Users	Total Fee
	PetPoint Professional Advantage Program– Phone and Chat Support	\$1,000	Unlimited	
	PetPoint Professional Advantage Program – Online Support	\$0.00	Unlimited	
	PetPoint Professional – Phone and Chat Support	\$9,000	Unlimited	
X	PetPoint Enterprise Advantage Program (without Builders and Constituent Services) – Phone and Chat Support	\$2,500	Unlimited	\$2,500
	PetPoint Enterprise (without Builders and Constituent Services) – Phone and Chat Support	\$10,000	Unlimited	
Total Annual PetPoint Subscription Fee				\$2,500

Onboarding Fee			
Onboarding Type		Due Date	Total Fee (one time fee)
X	Tier 0	10 Business Days	\$0
	Tier 1	10 Business Days	\$500
	Tier 2	10 Business Days	\$650
	Tier 3	10 Business Days	\$1,000
	Tier 4	10 Business Days	\$1,500
	Tier 5	10 Business Days	\$5,000
Total Onboarding Fee			\$0
Total PetPoint Fees – Subscription and Onboarding			\$2,500

PetPoint Annual Subscription Fee Payment Frequency	
Frequency	
X	Annual
	Quarterly
	Not Applicable

[Remainder of page is intentionally left blank.]

SCHEDULE E – Form of Amending Agreement

PETPOINT APPLICATION SERVICE PROVIDER AMENDING AGREEMENT

This Amending Agreement (the “**Amending Agreement**”) is made and entered into as of _____ and between:

(the “**Effective Date**”), by

Pethealth Services (USA) Inc.,
 3315 Algonquin Road, Suite 400
 Rolling Meadows, IL 60008
 (“**Pethealth**”)

-and-

<Client Name>
 <Client Address>
 <Client Address>
 (the “**Client**”)

Both Parties entering into the PetPoint Application Service Provider Agreement dated as of _____ amend the Agreement on the terms and conditions described in this Amending Agreement.

(the “**Agreement**”) wish to

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
[Original language of first provision to be amended]	[Amended language of first provision to be amended]
[Original language of second provision to be amended]	[Amended language of second provision to be amended]
[etc.]	[etc.]

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.

[Remainder of page intentionally left blank.]



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 300
Rolling Meadows, IL 60008

Telephone:
1-866-600-4815

Email:
info@PetPoint.com

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

1-866-630-7387 ext.

Signer's Email:

Date:

CLIENT:

Billing Address:

Telephone:

Billing Email:

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

Signer's Email:

Date: