DATA TRANSFER AGREEMENT

This DATA TRANSFER AGREEMENT (this "**Agreement**") is made effective as of
(the "**Effective Date**"), by and between the City of Georgetown, TX ("**Transferor**"), and Williamson County, on behalf of the Williamson County Regional Animal Shelter, with a principal place of business at 1855 S.E. Inner Loop, Georgetown, TX 78626 ("**Transferee**"), and Pethealth Services (USA) LLC. ("**Pethealth**" or "**Data Transfer Facilitator**") together with HLP, Inc. ("**HLP**") both with a registered address of 223 West Erie Street, Suite 6W, Chicago, IL, 60654 (all four collectively, the "Parties").

WITNESSETH:

WHEREAS, Pethealth provides the software known as PetPoint, and HLP provides the software known as Chameleon. Both Pethealth and HLP are subsidiary companies and owned by the same parent company.

AND WHEREAS, Transferor collects, stores and maintains information and Data (as defined below), within a Chameleon database and is desirous of transferring its Data that is stored within Chameleon to the Transferee who utilizes and stores its Data within PetPoint.

AND WHEREAS, Pethealth has the ability to transfer the Data from the Chameleon system database to the PetPoint system database without service interruption or loss of Data.

AND WHEREAS, the Transferor and the Transferee intend to entered into a separate legal arrangement to transfer the shelter business, which has resulted in the necessity of this data transfer arrangement and Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, which the parties acknowledge is good and sufficient consideration, the parties covenant and agree as follows:

Details:

1. Transferor has collected and maintains information within a Chameleon database, which contains but is not limited to, information on individual customers and may include names, transactional information, including billing and credit information, and internet/email addresses, postal addresses, and/or other identifying information ("**Data**").

2. Transferee will be taking over the operations from the Transferor and therefore will be requiring the Data to be transferred to the Transferee's existing PetPoint database.

3. Pethealth agrees to facilitate and oversee the migration of Data from the Transferor's database to the Transferee's database as the **Data Transfer Facilitator** including payment of any associated fees, as outlined in Schedule A attached hereto.

Privacy:

4. The parties agree and acknowledge that they commit to complying with applicable privacy laws and regulations related to the transfer, storage, and usage of Data.

5. The Transferor and Transferee shall each ensure that they correct any error(s) in the Data fields within their database and remove any Data erroneously included in the database that they are aware of.

6. The Transferor agrees that it will honor any request received by current or prospective customer(s), individual(s), or others whose Data resides within Transferor's system to restrict the disclosure or dissemination of the Data identifying such customer (each an **"Opt-Out"**) during the Data transfer period, by providing a detailed Opt-Out notification to the Transferee and Data Transfer Facilitator for any Opt-Outs it receives up until the transfer of Data has been completed in accordance with the SOW or until the Data Transfer Facilitator has confirmed the transfer is complete.

Indemnification:

7. Indemnification by the Transferor:
   To the extent permitted by law, the Transferor shall indemnify, defend, and hold harmless the Data Transfer Facilitator from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to:
   a) Inaccuracies or errors in the Data provided by the Transferor;
   b) Failure to Transferor to comply with applicable laws, regulations, or industry standards regarding the Data transfer;
   c) Failure of Transferor to obtain necessary authorizations or consents required for the Data transfer;
   d) Claims by third parties resulting from the Transferor's actions or omissions in connection with the Data transfer.

8. Indemnification by the Transferee:
   To the extent permitted by law, the Transferee shall indemnify, defend, and hold harmless the Transfer Facilitator from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to:
   a) Inaccuracies or errors in the Data received by the Transferee;
   b) The Transferee's use or handling of the transferred Data;
   c) Failure of Transferee to comply with applicable privacy laws and regulations related to the transferred Data.

9. Indemnification by the Data Transfer Facilitator:
   The Data Transfer Facilitator shall indemnify the Transferor and Transferee from and against any claims or liabilities arising out of Data Transfer Facilitator's:
   a) Breach of confidentiality or security measures during the Data transfer process;
   b) Gross negligence or intentional misconduct in facilitating the Data transfer.

10. Additional Indemnification:
    In addition to the above and to the extent permitted by law, the Transferor and Transferee agree to indemnify the Data Transfer Facilitator for any damages, losses, or liabilities arising from:
    a) Any security breach or unauthorized access to the Data during the transfer process, unless caused by the gross negligence or intentional misconduct of the Data Transfer Facilitator.
    b) Loss or corruption of Data during the transfer process, unless caused by the gross negligence or intentional misconduct of the Data Transfer Facilitator.
    c) Any breach of the terms of this Agreement by the Transferor and Transferee.

11. Conditions of Indemnification:
    a) The party seeking indemnification promptly notifies the indemnifying party in writing of any claim for which indemnification is sought.
    b) The indemnifying party has the right to control the defense and settlement of any such claim, provided that any settlement must receive the other party's prior written consent, not to be unreasonably withheld.
    c) The party being indemnified cooperates fully with the indemnifying party in the defense or settlement of any such claim.

12. Limitation of Liability:

    EXCEPT AS SET FORTH BELOW, IN NO EVENT SHALL THE TRANSFEROR, THE TRANSFEREE, NOR THEDATA TRANSFER FACILITATOR, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL,SPECIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DATA, ORBUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THE DATA TRANSFER,EXCEED THE AMOUNTS PAYABLE UNDER THIS AGREEMENT TIMES FIVE (5).THIS SECTION SHALL NOT APPLY TO CLAIMS FOR A PARTY'S VIOLATION OF APPLICABLE LAW; ADATA OR SECURITY BREACH; A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THISAGREEMENT; OR THE PARTY'S GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT.

13. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized by Texas law and shall follow Texas law without modifying the rights of the Transferor or Transferee.

Representations and Warranties:
14. By Transferor:

    a) Transferor represents and warrants that it is the lawful owner of the data and has the authority to transfer it;
    b) Transferor has obtained explicit authorization for the collection, processing and provision of Customer Data;
    c) Transferor warrants that in accordance with this Agreement, the collection and provision of Customer Data, and the authorization of other participating parties to use such data in accordance with this Agreement do not violate relevant laws and regulations, and infringe on

the lawful rights and interests of any third parties, and it has obtained the necessary consent, permit or approval for the above actions;

d)   The data provided and to be transferred, is accurate, complete, and free from any defects or errors;

e)   Transferor has all necessary powers and authority to execute and deliver this Agreement and perform its obligations under this Agreement, and

f)   execution of this Agreement or performance of its obligations under this Agreement is not in violation of or in conflict with any other agreements it has entered into.

15. By Transferee:

a)   Transferee represents and warrants that it has the ability and consent to receiving the migrated data into its database;

b)   Transferee will use the migrated data solely for the purposes outlined in this Agreement;

c)   Transferee will ensure the security and confidentiality of the migrated data;

d)   The Transferor has all necessary powers and authority to execute and deliver this Agreement and perform its obligations under this Agreement, and

e)   execution of this Agreement or performance of its obligations under this Agreement is not in violation of or in conflict with any other agreements it has entered into.

Term and Termination:

16. This Agreement shall commence on the effective date and continue until the completion of the Data migration unless terminated earlier by mutual agreement.

Any of the parties hereto, may terminate this Agreement immediately in the event of a material breach by any of the other parties.

Confidentiality:

17. As used in this Agreement, "Confidential Information" means any information disclosed by one Party, its Affiliates, business partners or their respective employees, agents or contractors (collectively, the "Discloser") that is designated as confidential, either orally or in writing, or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes without limitation:(a) customer or personnel Data; (b) information relating to the Discloser's or its Affiliates' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (c) third-party information that the Discloser is obligated to keep confidential; and (d) the terms of this Agreement and all Orders. However, Confidential Information does not include any information that: (i) was known to the Party that receives any Confidential Information (the "Recipient") prior to receiving the same from the Discloser in connection with this Agreement; (ii) is independently developed by the Recipient without reference to or use of the Discloser's Confidential Information; (iii) is acquired by the Recipient from another source without restriction as to use or disclosure; or (iv) is or becomes publicly available through no fault or action of the Recipient.

The Recipient shall not (a) use the Discloser's Confidential Information for any purpose outside the scope of this Agreement without the Discloser's prior written consent or (b) disclose the Discloser's Confidential Information to any person or entity, except to the Recipient's employees, agents, contractors and service providers who (i) are bound by non-use and non-disclosure obligations at least as protective as those contained in this Agreement and (ii) have a need to know the Confidential Information for the Recipient to exercise its rights or perform its obligations under this Agreement. Notwithstanding the foregoing, the Recipient may disclose the Discloser's Confidential Information to the limited extent any use or disclosure is required by Applicable Law or a valid and binding order of a governmental body (such as a subpoena or court order), provided that, to the extent permitted under Applicable Law, the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information. In the event of any breach or threatened breach by the Recipient of its obligations under this Section, the Discloser will be entitled to seek injunctive and other equitable relief to enforce such obligations.

Governing Law and Venue:

18. This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas and the applicable laws of the United States of America without regard to the conflicts of law principles. Venue shall be located in Williamson County, Texas.

Modifications and Waivers:

19. This Agreement may not be modified except by a writing signed by authorized representative of the parties. A waiver by a party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights.

Assignment:

20. This Agreement may not be assigned without the prior written consent of all of the parties hereto, which consent shall not be unreasonably withheld or delayed.

Survival:

21. Sections 8 through 11, and Section 17 shall survive and continue in full force in accordance with their terms notwithstanding the expiration or termination of the Agreement.

Non-Appropriation:

22. This Agreement is a commitment of Transferor current revenues only. It is understood and agreed that the Transferor shall have the right to terminate this Agreement at the end of any fiscal year if the governing body of the Transferor does not appropriate funds sufficient to purchase the services. The Transferor may terminate for non-appropriation by giving all other Parties written notice of termination at the end of its then-current fiscal year.

PetPoint
DATA MANAGEMENT SYSTEM

IN WITNESS WHEREOF, the parties hereto have executed this Data Transfer Agreement as of the date first above written.

CITY OF GEORGETOWN

Signed: _____

Printed Name: __David Morgan_____

Title: __City Manager_____

WILLIAMSON COUNTY

Signed: _____Valerie Covey_____

Printed Name: __Valerie Covey_____

Title: __Presiding Officer_____

PETHEALTH SERVICES (USA) LLC.

Signed: _____

Printed Name: _____

Title: _____

HLP, INC.

Signed: _____

Printed Name: _____

Title: _____

1. Definitions

1.1. Dataset: the subset of the total database agreed to transfer.

1.2. Field Mappings: The matching of fields from prior software in Chameleon to fields in PetPoint.

1.3. Field Values: The defined information that is stored in each field.

1.4. Test Conversion: The full transfer conversion into a practice database, to ensure proper transfer conversion without risk of damaging live system.

1.5. Cutover Date: The date Data Transfer is completed.

1.6. Third Party: means any person other than Transferor, Transferee, Pethealth or HLP.

1.7. Project Plan: An outline of the steps, goals, and timeline for completing the transfer, determined and agreed upon by PetPoint, Transferor and Transferee.

2. Scope of Work

2.1. The Data transfer will be completed by the Data Transfer Facilitator at a date and time agreed upon by the Transferor and Transferee.

2.2. The Data transfer will include the transfer of the following Data entities and fields:

    a.   Animal Records: Reference Number, Name, Type, Species, Primary Breed, Secondary Breed, Purebred, Sex, Primary Color, Age Group, Size, Bitten Status (defaulted to Unknown), Animal Condition, Microchip Issue Date, Microchip Number, Microchip Issuer, Estimated DOB, Spayed/Neutered, Asilomar.

    b.   Animal Memos:

         1.   Animal notes may be converted into Animal Memos with a maximum of 65,536 characters.

         2.   Medical data will be converted into Animal Memos with a maximum of 65,536 characters. Separate memo types may be created based on the table from which it is converted to help identify the medical record.

    c.   Person Records: First Name, Last Name, Phone, Phone Type, Email, Email Type, Address, City, State, Province, Postal Code, Address Type (defaulted to Home), ID Number, ID Type.

         1.   Only those person records from the other software that do not have a matching Person ID in PetPoint will be converted to avoid duplication, where possible.

         2.   Person records with the 'Do Not Adopt' check box completed in Chameleon will be converted in the form of an Association in PetPoint.

    d.   <u>Person Memos</u>:

        1.   All person notes will be converted into person memos with a maximum of 65,536 characters.

        2.   Foster data will be converted into person memos with each foster visit recorded as a separate memo with a maximum of 65,536 characters per memo.

    e.   <u>Ownership</u>: A link will be added to join the animal record to the person record for the most recent ownership.

    f.   <u>Visit</u>: The most recent visit record for each animal converted. This will include Intake Person, Outcome Person, and the minimum number of fields required to record a visit in PetPoint.

        1.   Any previous visit records will be converted into animal memos with a maximum of 65,536 characters.

    g.   <u>Pet ID</u>: Each Pet ID Type and Pet ID for an animal will be brought into PetPoint and attached to the animal record.

    h.   <u>Images</u>: Images may be added to the appropriate Animal Records.

        1.   The Transferor and Transferee shall provide mapping tables that link each Animal Record with each image. Size limit for a single image is 5MB.

    i.   <u>License Records</u>:

        1.   License Fields – License Type, License Number, License Status, Animal ID, Person ID, Issue Date, Expiry Date, Status Date and Time, License Length, License Cancellation Reason, License Cancellation Date, Issuer Agency, Reseller Agency, License Memo.

2.3. Data Transfer Facilitator will not convert any other fields or records not explicitly defined in 2.1.

2.4. Data Transfer Facilitator will not be responsible for the conversion of records, as defined in 2.1, which are missing, incomplete, damaged, or otherwise inaccurate. As such, the Transferor and Transferee are each responsible for the quality and accuracy of the Data being transferred. Data clean-up, if required, is the Transferor and Transferee's responsibility respectively.

2.5. Data Transfer Facilitator will not be responsible for performing any duplication check of animal or person records.

2.6. The parties to the Agreement will set an approximate Cutover Date at the execution of the Agreement, with the actual Cutover Date being set and confirmed by all parties after approval of the final Test Conversion.

3. Out of Scope

3.1. All support related issues must be submitted through the Support web form within PetPoint and falls outside of the scope of the Agreement.

3.2. Requests for additional Data transfer(s), custom development, support packages, and engagement services may be part of recommendations made, but are not included as part of the Agreement.

4. Data Transfer Facilitator's Responsibilities

    4.1. Data Transfer Facilitator's will provide the Transferor and Transferee with suggested Field Mappings and Field Values per section, for correction and approval. (i.e. Within one (1) to three (3) business days as detailed in section 5.3)

    4.2. Transferor and Transferee are each responsible for reviewing and validating the results of each Test Conversion.

    4.3. Data Transfer Facilitator agrees to perform one (1) Test Conversion of the Transferor and Transferee's databases and present such Test Conversion to each of them for review and written approval prior to performing the final Data transfer process.

    4.4. Data Transfer Facilitator will schedule the Cutover Date after the approval of the final Test Conversion. The Data transfer will be performed on a weekend.

5. Transferor and Transferee Responsibilities

    5.1. Transferor and Transferee each agree to respond to suggested Field Mappings and Field Values per section, for correction and written approval in a timely manner.

    5.2. Transferor and Transferee will provide the Data Transfer Facilitator with written correspondence as to the integrity and accuracy of each of the Test Conversions performed by the Data Transfer Facilitator. This correspondence must clearly explain any inaccuracies or other problems with the Dataset.

    5.3. Transferor and Transferee agree and acknowledge that if their response time to Data Transfer Facilitator's questions, or their response time in approving Test Conversions, goes beyond a reasonable time frame (one (1) business day for Field Mappings, three (3) business days for Test Conversions), the Data transfer process may be delayed beyond the original timeframe.

    5.4. Transferor and Transferee agree to cease operations on its existing software application and electronically submit the final Dataset in a timely manner as needed by Data Transfer Facilitator to manage the Data transfer prior to go live.

    5.5. Prior to the start of business on the day following the final conversion process, the Transferor and Transferee will have a qualified staff member available to perform a final review of the Data and to submit written approval or provide additional clarification.

    5.6. Transferor and Transferee will be responsible for any post-transfer Data clean-up that was not reported as part of the Data testing process or upon final review of the Data. Data Transfer Facilitator will provide 60 days additional support after each phase of the transfer to correct any inaccurate Data from the Data provided by the Transferor and Transferee during the transfer process. Any inaccurate Data or new Data sources found beyond this 60-day support will be subject to paid services to correct or convert.

6. Assumptions

    6.1. All interactions will be completed online through various means including, but not limited to, email; phone; and online meetings.

    6.2. Data Transfer Facilitator assumes the Transferor and Transferee have access to an internet connection, computer, and phone with which to meet with our staff.

6.3. Transferor and Transferee are responsible for providing the Data in the format required by the Data Transfer Facilitator. If the Transferor and Transferee cannot provide the Data in that format required by the Data Transfer Facilitator, additional fees may apply.

7. Change Requests and Amendments

7.1. At any time during the project, change requests can be completed by way of an amending agreement, which will be required to have all parties sign off on. Any change requests that are agreed to may result in a change in the amount owed and may affect the timeline.

8. Schedule

8.1. The schedule will be provided as part of the Project Plan, to be developed with the Transferor and Transferee.

9. Expiration

9.1. The Data transfer as outlined within the Agreement must be scheduled and completed within one (1) year of the signed Agreement.

9.2. The Data Transfer Facilitator will contact the Transferor and Transferee within ten (10) business days of the parties signing the Agreement to discuss the next steps in the process.

10. Data Transfer Payment Terms

10.1. The total cost for the Data Transfer is $20,250 USD which will be paid by the Transferor.

10.2. Payment terms are as follows:

a. An initial down-payment of 25% of the total cost must be submitted and received by the Data Transfer Facilitator before the Data transfer can be scheduled.

b. Upon acceptance of the final Test Conversion, the Transferor will be required to submit an additional 50% of the total cost.

c. The remaining balance of 25% shall then be paid in full no later than 30 days after Cutover Date.

10.3. In the event the Transferor or Transferee terminate the Data transfer process at any time prior to completion under the terms and conditions of the Agreement, the Transferor will be responsible for partial payment up to and until partial Data transfer services are performed by the Data Transfer Facilitator. Any amount owing to and invoiced by Data Transfer Facilitator to the Transferor and Transferee (if applicable) must be paid within ten (10) business days.

10.4. In the event the Transferor fail to fulfill their obligations under the Payment Terms of this Agreement, the Data Transfer Facilitator shall hereby be entitled to enforce the Payment Terms on a *quantum meriut* basis based upon general contract law principles.