

CORPORATE SPONSORSHIP AGREEMENT

This Corporate Sponsorship Agreement (this “**Agreement**”) is entered into and made effective as of the date of the last party’s execution below (the “**Effective Date**”) by and between Williamson County, on behalf of the Williamson County Regional Animal Shelter, a political subdivision of the State of Texas, acting herein by and through its governing body (“**Organization**”), and Fetch Insurance Services, LLC, a Delaware corporation (“**Fetch**”).

RECITALS

WHEREAS, Organization has a mission is to provide quality care and placement for homeless and at-risk animals;

WHEREAS, Fetch is a managing general agent that markets and administers insurance coverage for dogs and cats;

WHEREAS, Fetch desires to become a corporate sponsor of Organization and to provide financial support to and increase public awareness of Organization’s mission; and

WHEREAS, the parties desire to articulate the terms and conditions under which such financial support shall be made.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I SPONSORSHIP

Section 1.01 Sponsorship Plan. To support Organization’s mission, in consideration of sponsorship recognition described in the Sponsorship Plan attached hereto as Exhibit A as amended from time to time by mutual agreement of the parties (the “**Sponsorship Plan**” or “**Plan**”), Fetch will make sponsorship payments to Organization, in equal monthly installments, to satisfy the annual amount set forth in the Plan as may be amended (the “**Sponsorship Payment**”). Concurrent with each monthly installment, the parties will review the level of Fetch’s financial support of Organization as reflected in the Sponsorship Payment. The Sponsorship Payment may be adjusted, for such purposes and with such conditions as may be mutually agreed upon by Fetch and Organization. In the event of an adjustment, subsequent monthly installments shall be adjusted to reflect the new Sponsorship Payment on a pro rata basis. Solely to the extent required by applicable law, Fetch’s sponsorship shall not be contingent upon specific attendance at any event or events, or other measures of public exposure.

Section 1.02 Publicity by Fetch. Fetch may identify itself as a corporate sponsor of Organization during the term as provided in the Sponsorship Plan. Except as required by law, Fetch will not issue any press release or other public statement (including on its website) relating to its relationship with Organization (“**Sponsorship**”) without obtaining Organization’s prior written consent.

Section 1.03 Fetch Recognition. Fetch will be a corporate sponsor of Organization during the term or for the event(s) specified in the Sponsorship Plan. Organization will acknowledge Fetch in accordance with its customary donor recognition practices and identify Fetch as a corporate sponsor as provided in the Sponsorship Plan.

Section 1.04 No Endorsement by Organization. Under no circumstance will Organization be expected to endorse or promote Fetch or its products or services, nor will any such endorsement or promotion be implied or construed based on Organization's acceptance of Fetch's payment or acknowledgment or identification of Fetch. Fetch will not state or imply, orally or in writing, that Organization, or its respective officers, directors, or employees, endorse Fetch or its products. Organization's acceptance of assistance from Fetch does not convey Organization's approval, endorsement, certification, acceptance, recognition, or referral of Fetch or any product or service provided by Fetch.

ARTICLE II INTELLECTUAL PROPERTY

Section 2.01 Organization Marks. Organization grants to Fetch a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display Organization's marks ("**Organization Marks**") for the limited purposes set out in Section 1.02 (Publicity by Fetch).

Section 2.02 Fetch Marks. Fetch grants to Organization a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display Fetch's marks ("**Fetch Marks**") for the limited purposes set out in Section 1.03 (Sponsorship Recognition).

Section 2.03 Ownership. Each of Organization and Fetch acknowledges that (a) it has no interest in the other party's marks other than the license granted under this Agreement, (b) the other party will remain the sole and exclusive owner of all right, title, and interest in its marks, and (c) any and all goodwill in the other party's marks will inure solely to the benefit of the other party. Organization and Fetch will comply with any reasonable trademark guidelines that the other may provide. For clarity, nothing in this Agreement is intended to give Fetch any ownership or other rights in any Organization property or Organization-related property created in connection with the Sponsorship including, without limitation, intangible property such as trademarks, event attendee lists, or mailing lists.

Section 2.04 Non-Permitted Associations. Fetch may not use Organization Marks in any manner that suggests or implies endorsement of political views or religious beliefs, including, without limitation, in connection with any campaign activity for or against a political candidate or in connection with any lobbying activity.

ARTICLE III RELATIONSHIP

Section 3.01 Contact Person. Organization and Fetch will each appoint one individual to act as principal contact person and to facilitate communication. The initial appointees are identified in Exhibit B attached hereto. Organization and Fetch each may change its contact person at any time and will so notify the other.

Section 3.02 Recordkeeping. Organization and Fetch will each reasonably cooperate with one another in providing information relating to its activities under this Agreement in connection with any financial or tax audit, or similar matter, in which the other is engaged.

Section 3.03 Independence. Organization and Fetch are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between Organization and Fetch for any purpose. Neither Organization nor Fetch has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.

Section 3.04 Restriction of Regulated Activity. Notwithstanding anything to the contrary in this Agreement, neither Organization, its affiliates, nor any of their respective officers, directors, employees, agents, or representatives are or shall be deemed to be: (a) insurance producers, agents, brokers, guarantors or underwriters; (b) engaged in any activity that would constitute the sale, solicitation, or negotiation of insurance or any insurance policy or product; or (c) acting as or deemed to be acting as an insurance producer, agent, broker, guarantor or underwriter with respect to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither Fetch nor any of its employees, agents, or representatives are insurers, guarantors, or underwriters.

Section 3.05 Confidentiality. A party (the “**Receiving Party**”) in receipt or otherwise in possession of Confidential Information (as defined below) will use Confidential Information only in connection with the Receiving Party’s activities under this Agreement and keep it confidential. “**Confidential Information**” means all information, in any form, furnished to or obtained by the Receiving Party from the other party (the “**Disclosing Party**”) including, without limitation, employee, donor, and client data, budget and other financial data, program plans and strategies, technical data and research, and know-how. Confidential Information does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by the Disclosing Party; (b) was known by the Receiving Party prior to its being furnished by the Disclosing Party; (c) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; or (d) is independently developed by the Receiving Party. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information of the Disclosing Party, including but not limited to Public Information Act compliance, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Disclosing Party of such requirement to afford the Disclosing Party the opportunity to seek, at the Disclosing Party’s sole cost and expense, a protective order or other remedy.

ARTICLE IV INDEMNIFICATION

Section 4.01 Indemnification by Fetch. Fetch will indemnify, defend, and hold Organization and its directors, officers, employees, agents, and assigns (collectively, the “**Organization Parties**”) harmless against any and all claims, liabilities, losses, damages, and expenses any Organization Party may suffer and which arise directly or indirectly from: (a) Fetch’s performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of Organization’s use of Fetch Marks in accordance with the terms of this Agreement. Fetch will have no obligation to indemnify any Organization Party to the extent the liability is solely caused by such Organization Party’s gross negligence or willful misconduct.

ARTICLE V TERM; TERMINATION

Section 5.01 Term. The initial term of this Agreement (the “**Initial Term**”) shall commence on the Effective Date and shall continue for a period of three (3) years from the Effective Date, unless terminated in accordance with this Article V or Section 1.05 of this Agreement.

Section 5.02 Termination on Notice. Either Fetch or Organization may on its own terminate this Agreement by providing written notice of that decision to the other (“**Termination Notice**”). Such a termination will be effective sixty (60) days after delivery date of the Termination Notice by the terminating party.

Section 5.03 Termination for Breach. If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If

the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

Section 5.04 Termination for Conduct. This Agreement may be immediately terminated as follows:

(a) By Fetch, if Fetch's senior management reasonably determines that Organization failed to (i) use any Sponsorship Payments which may be restricted by the terms under which they were contributed other than for the purposes mutually agreed upon by the parties for such funds, or (ii) comply with any applicable laws governing this Agreement; or

(b) Either Organization or Fetch, if its respective board of directors, governing body, or senior management reasonably determines that it would be detrimental to the reputation and goodwill of the terminating party to continue to remain associated with the other party.

Section 5.05 Consequences of Termination. Upon termination of this Agreement, Organization and Fetch will cooperate in transition activities to minimize adverse impacts of the termination. Organization and Fetch will promptly cease use of any Fetch Marks and Organization Marks, respectively. If Fetch terminates this Agreement under Section 5.02 (Termination on Notice), Fetch will not be entitled to receive any refund of any payments made to Organization prior to termination. If Organization terminates this Agreement under Section 5.02 (Termination on Notice), or if Fetch terminates this Agreement under Section 5.03 (Termination for Breach) or 5.04 (Termination for Conduct), Fetch will have no remaining payment obligations to Organization. If Organization terminates this Agreement under Section 5.03 (Termination for Breach) or 5.04 (Termination for Conduct), Fetch will be responsible for all remaining payments as set out in the Sponsorship Plan. The provisions of Section 2.03 (Ownership), Section 3.02 (Recordkeeping), Section 3.05 (Confidentiality), Article IV (Indemnification), Section 5.05 (Consequences of Termination), and Article VI (General Provisions) will remain effective after termination.

ARTICLE VI GENERAL PROVISIONS

Section 6.01 Entire Agreement. This Agreement, together with the Sponsorship Plan and the other exhibits, expresses the final, complete, and exclusive agreement between Fetch and Organization, and supersedes any and all prior written and oral agreements, arrangements, negotiations, communications, course of dealings, or understandings between Fetch and Organization relating to its subject matter. If there are any inconsistencies between any exhibit and this Agreement, this Agreement will control.

Section 6.02 Amendment. This Agreement may be amended only as stated in and by a writing signed by both Fetch and Organization which recites that it is an amendment to this Agreement.

Section 6.03 Severability. Any provision of this Agreement that is held to be inoperative, unenforceable, voidable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, void, or invalid without affecting the remaining provisions of this Agreement in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end, the provisions of this Agreement are declared to be severable.

Section 6.04 Waiver. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

Section 6.05 Assignment. This Agreement shall be binding upon, and inure to the benefit of the parties, their respective successors and permitted assigns. Neither Fetch nor Organization may assign, any interest, right, or obligation arising hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6.06 Third-Party Beneficiaries. Except as provided in Article IV (Indemnification), this Agreement is for the exclusive benefit of Fetch and Organization and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, vendor, or client of Fetch or Organization.

Section 6.07 Notices. Notices and consents under this Agreement must be in writing and delivered by mail, courier, or email to the contact persons set out in the Sponsorship Plan. These addresses may be changed by written notice to the other party.

Section 6.08 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to the choice or conflicts of law provisions of that or any other jurisdiction.

Section 6.09 Dispute Resolution. In addition to any other applicable provision of this Agreement, Fetch and Organization will make informal efforts to resolve any claim or controversy arising out of or relating to this Agreement or an alleged breach hereof. If a satisfactory resolution does not arise from informal discussions or other mechanisms agreed to by the parties, either party may submit to the other a written description of the claim or controversy and a proposed method for resolution. The party receiving this description must respond to the other party within sixty (60) days, by accepting, rejecting or modifying the proposed method of resolution. Failure to respond within such sixty (60) day period shall be deemed a rejection of the proposed method for resolution. If the parties are still unable to resolve the claim or controversy, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, Fetch and Organization shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorneys' fees, associated with the mediation shall be shared equally by the parties.

Section 6.10 Injunctive Relief. Both parties acknowledge and agree that: (a) any breach by one party of its obligations under Article II (Intellectual Property) will result in irreparable harm to the other party which cannot be reasonably or adequately compensated in damages; (b) the injured party will be entitled to injunctive or other equitable relief in respect of such breach or imminent breach; and (c) the injured party will have all other rights and remedies to which it is entitled, at law or in equity, with respect to breach of Article II (Intellectual Property), and otherwise with respect to the enforcement of all rights relating to the establishment, maintenance, or protection of their intellectual property.

Section 6.11 Headings. The Article and Section headings used herein have been included for convenience only and shall not be considered in interpreting this Agreement.

Section 6.12 Jointly Drafted. This Agreement will be deemed to have been drafted by both parties hereto and, in the event of a dispute, any perceived ambiguity will not be construed against either party.

Section 6.13 Counterparts; Electronic Execution. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including, without limitation, Portable Document Format (.pdf) or any electronic signature complying with the Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000 (e.g., www.docusign.com)) or other

transmission method, and any counterpart so delivered shall be deemed to constitute an original signature, have been duly and validly delivered and be deemed the same as a handwritten signature for the purposes of validity, enforceability and admissibility pursuant to the ESIGN Act, the Uniform Electronic Transactions Act (UETA) model Law or similar applicable laws.

Section 6.14 No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity or powers of the Organization, the Williamson County Commissioners Court, or the Williamson County Judge.

Section 6.15 Public Information. Fetch understands that Organization will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. Notwithstanding the foregoing, Organization shall, prior to making such disclosure, use commercially reasonable efforts to notify the Fetch of such requirement to afford the Fetch the opportunity to seek, at the Fetch's sole cost and expense, a protective order or other remedy.

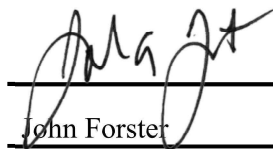
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and entered as of the Effective Date.

FETCH INSURANCE SERVICES, LLC

By:

Name:

Title:



John Forster

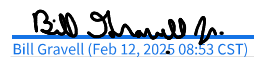
Treasurer & Head of Financial Operations

WILLIAMSON COUNTY

By:

Name:

Title:


Bill Gravell (Feb 12, 2025 08:53 CST)

Bill Gravell

County Judge

Date: 1/29/2025

Date: Feb 12, 2025

Reviewed by General Counsel's Office
Jacqueline Lentz
General Counsel, Commissioners Court
Date: Jan 30 2025 Time: 2:24 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jan 30 2025 Time: 12:11 pm

EXHIBIT A SPONSORSHIP PLAN

During the term of this Agreement:

- Fetch shall pay Organization a Sponsorship Payment in the total amount of \$45,000 annually, during the term of this Agreement, to be disbursed as the “annual revenue offering to the County Animal Shelter (Williamson County Regional Animal Shelter):
 - [in direct sponsorship of events organized or hosted by Organization or any of its affiliates;]
 - [to display Fetch Marks on the Organization website, partnership landing pages, social media posts, and other tactics as agreed to between the parties;]
 - [to maintain on-site access to a Fetch licensed sales representative at the Organizations location;]
 - Fetch will provide the following: shall furnish the computer hardware, telephone, office furniture, office equipment and office supplies used by Fetch. Internet access to be provided by Organization.
 - [sponsorship payments shall commence with 45 days post launch between the parties].
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- The Sponsorship Payment is based on a target of 4,200 onsite adoptions during each year of the term (the “**Target Annual Onsite Adoption Volume**”). The parties may adjust the Sponsorship Payments and Target Annual Onsite Adoption Volume subject to and in accordance with Section 1.01 of this Agreement; provided, however, the parties acknowledge and agree that if for a given year, the number of actual onsite adoptions (the “**Annual Onsite Adoption Volume**”) are trending to less than [90]% of Target Annual Onsite Adoption Volume Fetch may, in its sole discretion, adjust the Sponsorship Payment to an suitable level given the Annual Onsite Adoption Volume for that year.

EXHIBIT B
INITIAL CONTACT PERSONS

Fetch Contact:

Name	<u>Bill Skubovius</u>
Address	<u>101 Greenwich Street</u>
	<u>New York, NY, 10006</u>
Email	<u>bill.skubovius@fetchpet.com</u>
Telephone No.	<u>204-960-6249</u>

Organization Contact:

Name	<u></u>
Address	<u></u>
	<u></u>
Email	<u></u>
Telephone No.	<u></u>