



Pet Licensing Services Agreement

This Pet Licensing Services Agreement (this “**Agreement**”), is entered into this ____ day of ____, 2025 (the “**Effective Date**”) by and between DocuPet Corp., a Delaware corporation with offices at 15 Technology Place Suite 1, East Syracuse, NY 13057 (“**DocuPet**”), and County of Sonoma, a municipal corporation whose primary place of business is 1247 Century Court, Santa Rosa, California 95403 (the “**Organization**”).

Background

DocuPet has developed and operates a program for providing pet licensing services.

The Organization wishes to engage DocuPet to perform certain pet licensing services for the Organization and its residents.

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby acknowledged by both parties), the Organization hereby engages DocuPet to perform, and DocuPet agrees to perform, those certain services described in Schedule A to this Agreement subject to and in accordance with the terms and conditions contained in Schedule B to this Agreement.

Schedules A, B, and C are attached and incorporated into this Agreement by reference and form a part of this Agreement. The documents comprising this Agreement and their order of precedence in case of conflict are:

- (1) this covering Agreement,
- (2) Schedule A – DocuPet Service Deliverables
- (3) Schedule B – DocuPet General Terms and Conditions
- (4) Schedule C – Pet License Fees

The foregoing documents together constitute the entire and final Agreement of the parties with respect to the subject matter of this Agreement.

DOCUPET CORP.

By:_____

Name: **Grant Goodwin**

Title: **Chief Executive Officer**

ORGANIZATION

By:_____

Name: Nolan Sullivan

Title: Director, Department of Health Services

By:_____

Name:

Title:

CONTACT INFORMATION FOR THE ORGANIZATION	
Contact Name and Title:	Michelle Rene, Program Planning and Evaluation Analyst
Address:	1247 Century Ct, Santa Rosa, CA 95425
Phone:	707-565-5403
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CONTACT INFORMATION FOR DOCUPET	
Contact Name and Title:	Grant Goodwin, Chief Executive Officer
Address:	15 Technology Place East Syracuse, NY 13057
Phone:	1-855-249-1370
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SCHEDULE A
to Pet Licensing Services Agreement
SERVICE DELIVERABLES

1. DEFINITIONS

- a. Unless otherwise defined in this Schedule A, capitalized terms used in this Schedule A shall have the meaning given to those terms in Schedules B and C to this Agreement.

2. SERVICES

- a. During the Term, DocuPet will provide to the Organization the pet registration services described in this Schedule A (collectively, the “**Services**”) subject to and in accordance with the terms set out in this Agreement. DocuPet may also provide additional Optional Services (as defined in Schedule B below) to Pet Owners which are not part of this Agreement but which may be offered through the Website (as defined below) or through any other medium or in any other manner.

- b. Website

- i. Organization-branded Pet Owner Portal

- 1. Applications for Pet Registrations

- a. Pet Owners shall have the option of applying for Pet Registrations electronically through the DocuPet Website.
 - b. Pet Owners may apply for pet registration through the DocuPet Website by providing the following information and/or such other information as DocuPet and the Organization may agree (“**Registration Information**”):

- i. Name
 - ii. Email
 - iii. Address
 - iv. Telephone – day and evening
 - v. Name of pet
 - vi. Species (Dog or Cat)
 - vii. Breed and description (sex, color, age, etc.)
 - viii. Spayed or neutered
 - ix. Microchipped
 - x. Rabies vaccination and date
 - xi. Alternate contact information
 - xii. Pet Date of Birth

2. Payment of Pet License Fee

- a. At the time of Registration made via the Website, each Pet Owner shall pay a Pet License Fee for each Pet based on the rates set out in Schedule C (the “**Pet License Fee**”). The Pet License Fee for each Pet Registration shall be paid through the Website by credit card, debit card or other payment method (as determined by DocuPet at its discretion). Pet Owners may be charged an Online Processing Fee for purchases made via the Website.

ii. Administrative Portal

1. Pet Registrations

- a. The Organization may allow their employees, volunteers and contractors/designates to accurately input Pet Registration Information into the application on the Website. DocuPet shall have no responsibility for verifying the accuracy or completeness of any Registration Information or for any errors therein.

2. Data Upload and Download

- a. DocuPet agrees to provide for the uploading of Pet Registration Information that is provided to DocuPet in its standardized format.
- b. DocuPet agrees to provide for the downloading of Pet Registration Information. Downloaded Pet Registration Information will be provided in DocuPet’s standardized format.

3. Reporting

- a. DocuPet agrees to provide its standard reporting tools to the Organization including those providing record and financial information related to Pet Registrations.
- b. Specialized or customized reports may be subject to additional fees.

4. Community Canvassing

- a. DocuPet will provide its Community Canvassing module allowing for Organization users to map zones and log visit inputs in the Software.

iii. Data Storage

1. All Registration Information that is inputted through the Website will be stored within the Software so that the Registration Information may be accessed by the Organization, DocuPet Personnel and other persons authorized by the Pet Owner.

iv. Website Support

1. DocuPet agrees to provide to the Organization ongoing support and maintenance of the Website, including updates and access to future versions of the Website. Support and maintenance for the Website includes: ongoing problem identification, resolution services, and correction of programming errors.
2. Should the Organization request customizations to DocuPet's Website functionality, additional fees may apply. The Organization will be notified in advance if such fees are to be incurred and work will not begin until a total sum for the customization(s) has been agreed upon. DocuPet reserves the right to refuse Website functionality customization requests.

c. Account Support

i. DocuPet will be responsible for:

1. Overseeing and managing DocuPet's obligations under this Agreement;
2. Conducting the necessary tasks to implement the Services outlined in this Agreement; and
3. Answering the Organization's queries and cooperating with the Organization to address issues relating to the Services deemed urgent by the Organization.

ii. Training

1. DocuPet agrees to provide the Organization with training regarding the usage of the Website via Video Conference-based sessions prior to the launch of the Services.
2. Training videos and online help content will be provided via the Administrative Portal.

d. Customer Service

- i. DocuPet will provide all technical and other customer support for Pet Owners with respect to the Website and the Services, with support being provided during normal business operation hours of 9:00AM to 8:00PM EST Monday to Friday, holidays excepted.

e. Ordinance Awareness

- i. DocuPet may design marketing collateral including a brochure, two postcards, a poster, and up to two additional pieces at the time of the launch of the Services. The Organization will be responsible for producing these materials and may, for an additional fee, request that DocuPet produce these materials.
- ii. Additional marketing collateral designs or productions may be requested by the Organization. A pricing rate card for all materials can be provided to the Organization at any time. Additional fees for this work will apply.
- iii. DocuPet may endeavor to promote awareness of the Organization's ordinances and regulations relating to pet registration and responsible pet ownership in various ways.

f. Pet Tags

- i. DocuPet agrees to provide Pet Tags for each Pet Registration where a Pet Tag is required.

g. Pet Tag Mailings

- i. Unless delivered physically by the Organization at the time of purchase, DocuPet shall send applicants confirmation of their Pet Registration number, a Pet Tag if required, and other information or documents related to the Services, the Organization and DocuPet

h. License Compliance Notifications

- i. Emailed License Compliance Notifications
 - 1. At the direction of the Organization, DocuPet shall prepare and deliver License Compliance Notifications ("**License Compliance Notifications**") via e-mail.
- ii. Mailed License Compliance Notifications

1. At the direction of the Organization, DocuPet shall prepare and deliver License Compliance Notifications via regular mail.
2. A maximum of two (2) mailed notifications will be sent per expiring Pet Registration.
3. Additional Mailed License Compliance Notifications, including those related to unlicensed pets or pet owners that have not licensed their pets are subject to additional Standard Fees.

iii. Standard Templates

1. DocuPet will provide the Organization with its standard License Compliance Notification template and timing cadence.

i. Data Handling

- i. DocuPet personnel shall add or edit Registration Information via the Website. This information may be added via any of the following methods:
 1. Mailed-in Application Form Processing;
 2. Formatting pet data provided by third parties;
 3. Returned Mail Processing for letters returned to DocuPet offices;
 4. Hand-keying information when a Pet Owner has contacted DocuPet's Customer Service team.

j. Donation Collection

- i. DocuPet will collect contributions on behalf of the Organization, or the Organization's designated local animal shelter, at the time of license payment.

k. Optional Services

- i. Optional services provided by DocuPet for the Organization may include the following or others as determined from time to time by DocuPet:
 1. HomeSafe Program – 24/7 lost pet service at no additional cost.
 2. Option for pet owners to personalize their license tags or upgrade to an alternative tag style with additional charge to pet owner.
 3. Option for pet owners to purchase GPS Pet Tracker/Health Monitoring Device with additional charge to pet owner.
 4. Option for pet owners to utilize mobile app platform at no additional cost.

DOCUPET PLATFORM STANDARDS

I. Connectivity

- i. The Organization acknowledges and agrees that access to the Website and the Software require Internet connectivity and use of a latest-version web browser and that DocuPet is not responsible for the inability of the Organization, Pet Owners or potential Pet Owners to access the Website or the Software as a result of failures of any of their applicable internet access provider or use of outdated or non-current versions of software.

m. Backup and Disaster Recovery

- i. DocuPet shall provide such back-up, disaster recovery and storage capabilities as typically provided in its industry so as to provide reasonable availability of the Services during an event that would otherwise affect the delivery of the Services.

n. PCI Compliance

- i. DocuPet shall comply with payment card industry (PCI) security standards. DocuPet shall utilize a payment processing company (Stripe, or a competitor(s) of Stripe) for processing payments received through the Website.

o. Data Protection

- i. DocuPet shall ensure that the platform and all services are in compliance with applicable Laws relating to data protection. For clarity, this includes personal information gathering, use and disclosure whether in the form of Registration Information or Organization Data. DocuPet shall maintain a log-in account and password that permits access to Pet Owner's accounts and Registration Information for the purposes of providing the services as outlined in this agreement. DocuPet will promptly notify the Organization upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised. The Organization will promptly notify DocuPet upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised.

In the event of a data breach, DocuPet shall:

- a) promptly notify the appropriate County identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and
- b) take commercially reasonable measures to address the data breach in a timely manner.

p. Indemnification

- i. Each party shall indemnify, defend, protect, hold harmless, and release the other party, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

q. Location

- i. The servers hosting the Licensed Software shall be under United States legal jurisdiction and that the data in their possession shall be collected, managed and stored in accordance with any applicable privacy Laws.

r. Backup

- i. DocuPet will ensure there are offsite backups performed each day. DocuPet will, as a minimum on a monthly basis, ensure the backups are sufficient and can restore/regenerate the system in the event of a server failure. On request, the Organization will be allowed to review architecture and ability to meet performance obligations.

s. Service Level

- i. The Website is engineered to be available 24 hours a day, 7 days a week, 52 weeks a year. The Website shall meet industry standard accessibility service levels and shall operate on all major modern browser platforms. Due to various factors, users may experience system unavailability (unscheduled downtime). In the event that unscheduled downtime exceeds 4 hours a month, during normal business operation hours (9:00AM to 5:00PM EST Monday to Friday, holidays excepted), or unscheduled downtime exceeds 8 hours outside normal business hours (9:00AM to 5:00PM EST Monday to Friday, holidays included), DocuPet will provide the Organization with a remediation plan. Three consecutive months of greater than 4 hours of downtime, during normal business operation hours (9:00AM to 5:00PM EST Monday to Friday, holidays excepted), or 8 hours outside of normal business hours, will be grounds for immediate contract termination. Unscheduled downtime instances will be reported to the Organization on demand and quarterly.

t. Control of Website

- i. The Website and all content on the Website shall at all times be under the control and at the discretion of DocuPet.

SCHEDULE B
to Pet Licensing Services Agreement
DOCUPET GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

a. Defined Terms as used in this Agreement:

“Confidential Information” means all confidential Information (including confidential, proprietary, trade secret, scientific, technical or business know-how or Information of a Party) which is disclosed by or at the direction of one Party to the other Party in connection with this Agreement.

“DocuPet Owned Work” means any and all materials, information, inventions, methods, procedures, technology, know-how, data and other Intellectual Property Rights owned or developed by DocuPet whether prior to, during or after the Term, including the Website, the Software and all information and data relating to the Optional Services.

“DocuPet Personnel” means partners, employees and independent contractors of DocuPet and its approved subcontractors assigned to perform the Services pursuant to this Agreement.

“Including” and its derivatives (such as “include” and “includes”) mean including without limitation. This term is as defined, whether or not capitalized in this Agreement.

“Intellectual Property Rights” means, on a worldwide basis, any and all:

- Rights associated with works of authorship, including copyrights, moral rights and mask-works;
- Marks;
- Trade secret rights;
- Patents, designs, algorithms and other industrial property rights;
- Other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, or otherwise; and
- Registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

“Law” means:

- Any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a Party is subject, including but not limited to data protection and privacy laws;
- The common law and the laws of equity as applicable to the Parties from time to time;

- Any binding order, judgement, decree, direction, policy, or rule including from a governmental authority; or
- Any applicable industry code, policy or standard enforceable by law.

“License Compliance Notifications” shall mean any communication sent to a Pet Owner with information regarding the requirement to purchase a Pet Registration for a particular Pet.

“Losses” shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

“Marks” means all trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers.

“Material” means all systems, software, technology, documentation, reports, notes, tools, methods, methodologies, processes, procedures, workflows, inventions, forms, data, data formats, data compilations, program names, designs, drawings, videos and other material created, furnished or made available in connection with this Agreement

“Organization Engagement Officer” has the meaning given to that term in Section 3(a).

“Organization Data” means any and all information provided by Organization to DocuPet pursuant to or in connection with this Agreement, directly or indirectly, and whether in printed, electronic, magnetic, optical or other form, but, for certainty, excludes any DocuPet Owned Work and Registration Information.

“Optional Services” means additional products and services that are provided by DocuPet to registered Pet Owners directly and not through this Agreement.

“Parties” means DocuPet and the Organization and **“Party”** means any one of them.

“Pet” means a dog or cat or any other animal that can be registered in accordance with the Organization's by-laws, ordinances or regulations.

“Pet License Fee” means the Pet License Fee described in Schedule C.

“Pet Owner” means the person applying for the Pet Registration for an applicable Pet.

“Pet Registration” means the registration issued or renewed according to the Organization's by-laws, ordinances or regulations to a Pet Owner for a particular period.

“Pet Tag” means a metal identification tag to be worn by a Pet that is marked with required information related to a Pet Registration.

"Postage" means costs incurred by DocuPet in packaging and delivering material to Pet Owners in connection with the Services including labor.

"Services" has the meaning given to that term in Schedule A.

"Software" means the software application provided through the Website, which among other things, stores the Registration Information and provides authorized access thereto through the Internet.

"Standard Fees" has the meaning given to that term in Schedule C.

"Term" has the meaning given to that term in Section 5.

"Website" means the Internet website "www.DocuPet.com" and associated web pages.

b. Other Terms.

- i. Other terms used in this Agreement are defined where those are used and have the meanings there indicated.
- ii. Those terms, acronyms and phrases utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

2. DOCUPET SERVICES

- a. Provision of Services. During the Term, DocuPet will perform the Services in a competent, careful and professional manner in accordance with the terms and conditions of this Agreement and shall ensure that all of its employees, representatives and subcontractors delivering Services act in a professional and businesslike manner appropriate for the provision of a public service.

b. Use of Subcontractors

- i. DocuPet shall not be entitled to delegate or subcontract any of its obligations under this Agreement without the Organization's prior written approval which shall not be unreasonably withheld. Notwithstanding DocuPet's use of subcontractors, the Organization's sole point of contact regarding the Services shall remain DocuPet.

c. Facilities and Assets

- i. Except as otherwise specified, or as otherwise mutually agreed, all of the Services shall be provided from DocuPet facilities. DocuPet shall be responsible for providing all office space and associated utilities, office furniture and supplies, and workstation equipment and software, as required to perform such Services. In the event that DocuPet is required to

visit an Organization's facility, the Organization shall provide a safe workspace that has computer access and internet connectivity and access to such Organization personnel as DocuPet reasonably requires to accomplish the work to be performed at the Organization's facilities.

d. DocuPet Methodologies, Tools and Training

- i. DocuPet hereby reserves to itself all rights to use such languages, tools, methodologies and practices as it determines in its sole discretion to make, have made, use, copy, display, operate, maintain, develop, support, modify, enhance and prepare derivative works relating to the DocuPet Owned Work and any other existing or future systems, software or technology owned, or operated by or on behalf of DocuPet. For certainty, DocuPet may add features, upgrades and content to the Website, Software or other DocuPet Owned Work, consistent with the terms and intent of this Agreement and without the consent of the Organization.

3. ORGANIZATION RESPONSIBILITIES

a. Organization Engagement Officer

- i. The Organization will assign an officer who will serve as the Organization's primary point of contact with DocuPet for all matters pertaining to the launch of the Services (the "**Organization Engagement Officer**"). The Organization Engagement Officer will be responsible and authorized to make decisions as required.
- ii. The Organization Engagement Officer will be responsible for ensuring that all Organization staff or authorized contractors are fully trained regarding the use of the DocuPet Website after the launch of the Services.
- iii. The Organization Engagement Officer will be responsible for ensuring that all Organization staff or authorized contractors attend all scheduled meetings and provide all necessary information and materials to ensure the Services can be launched on schedule.

b. DocuPet Policies

- i. The Organization agrees to abide by all reasonable use, security and other policies in respect of the Services, including policies that apply to the access of the Website and the Software as established and amended by DocuPet from time to time. The Organization shall also train and require its employees, contractors and volunteers to abide by such policies and oversee compliance.

c. Data Provision

- i. The Organization shall provide no less than three years' of Pet Registration data at least six weeks prior to the launch of the Services in a formatted manner acceptable to DocuPet.
- ii. The Organization shall also provide complete GIS address data, including latitude and longitude information, for the geographic region that it serves. This data must be provided at least six weeks prior to the launch of the Services.
- iii. The Organization will be required to review data once added to the Software prior to the launch of the Services for accuracy and completeness prior to the launch of the Services.
- iv. The Organization shall provide any Pet Registration data created or altered in the weeks leading up to the launch of the Services in a formatted manner acceptable to DocuPet that is exclusive to these records only within 10 days after the launch of the Services.
- v. Any Pet Registration data provided by the Organization at any time that is determined to be inaccurate by DocuPet must be rectified by the Organization at its own cost within 10 days of notice by DocuPet.

4. FINANCIAL MATTERS

a. Pet Registration Fees and Standard Fees

- i. DocuPet shall be entitled to receive from the Organization the standard fees set out in Table 1.2 in Schedule C (the "**Standard Fees**").

b. Collection and Allocation of Fees

- i. Fees under this Agreement shall be collected as follows:

- 1. The Organization and other Organization contractors may collect Pet License Fees through "offline" transactions; and
- 2. DocuPet may collect the Pet License Fees through the Website.

- ii. Pet License Fees shall be allocated between the Parties as follows:

- 1. DocuPet shall pay the Organization all Fees collected through the Website, less all Standard Fees payable to DocuPet, which will be paid to the Organization by DocuPet coinciding with the issuing of the monthly invoice contemplated by Section 4(d).

2. The Organization shall pay DocuPet any Standard Fees associated with the Organization's or any Organization contractor's sale of Pet Registrations.
 - iii. Except as contemplated in this Section 4(b), the Organization shall not be entitled to any payments of any kind from DocuPet.
 - c. Invoicing and Payment of Fees
 - i. Within 15 days of the end of each calendar month, DocuPet shall render in arrears a single invoice for the aggregate amount of the Standard Fees (and all applicable taxes on the foregoing) deducted from the Pet License Fees collected by DocuPet through the Website during the month just ended. Each such invoice shall include:
 1. All Pet License Fees collected by DocuPet for the month;
 2. The aggregate number of Pet Registrations applied for through the Website for the month;
 3. The aggregate amount of the Standard Fees (and taxes), retained by DocuPet for the month; and
 4. The aggregate amount paid to the Organization as a result of the sale of Pet Registrations on the Website during the applicable month.
 - ii. Within 30 days of receipt of the invoice set out in 4(c), the Organization shall review the invoice and reply, via email, that the invoice is accurate and valid. In the event that the invoice requires revision the Organization will communicate this, via email, to DocuPet. If DocuPet is in agreement with the suggested revisions a revised invoice will be issued for review and approval by the Organization
 - iii. Statements for Standard Fees and all applicable taxes shall be paid at the time of issuance of the invoice provided for in Section 4(c) out of the Pet License Fees collected by DocuPet. In the event that the revenues collected by DocuPet through the Website are insufficient to cover the amounts payable to DocuPet by the Organization in any given month, the outstanding amount set out in the invoice shall be payable no later than 30 days following the date of the applicable invoice.
 - d. Accountability
 - i. DocuPet shall maintain complete and accurate records of the Services provided and supporting documentation for the amounts billed to and payments made by the Organization in connection with this Agreement. DocuPet agrees to provide the Organization with documentation and other

information with respect to each invoice as may be reasonably requested by the Organization to verify accuracy and compliance with the provisions of this Agreement.

- ii. All records relating to the provision of the Services pursuant to this Agreement shall be retained for a minimum of 24 months or in accordance with legislative requirements, whichever is longer. These records shall be made available to the Organization upon reasonable request.

5. TERM

- a. The term of this Agreement shall commence on the Effective Date and remain effective in perpetuity until terminated in accordance with this Agreement (the "Term").

6. INTELLECTUAL PROPERTY

a. Organization IP

- i. Nothing herein transfers to DocuPet any right, title, or interest of Organization in or to any Organization Data or Confidential Information. DocuPet agrees that as between DocuPet and Organization, all right, title and interest in Organization Data and other Confidential Information of Organization including Intellectual Property Rights therein will remain with the Organization.

b. DocuPet IP

- i. As between DocuPet and Organization, DocuPet or its licensors own and reserve all right, title and interest in and to the DocuPet Owned Work, DocuPet Marks, the Services and all hardware, Software and other items used to provide the Services, other than such rights to use those as may be explicitly granted to Organization in this Agreement. No title to or ownership of any DocuPet Owned Work or proprietary rights related to the Services is transferred to Organization pursuant to this Agreement or any transaction contemplated by this Agreement. All rights not explicitly granted to the Organization are reserved by DocuPet.

c. Use of Marks

- i. During the Term, DocuPet shall be entitled to include the Organization's name and logo on (a) the Website; and (b) DocuPet's promotional materials; provided that DocuPet shall comply with all reasonable written usage policies communicated by the Organization to DocuPet from time to time, including the use of proper notices and legends.

7. CONFIDENTIALITY

a. Duties of Confidentiality

- i. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and to use such Confidential Information only as expressly authorized under this Agreement. For the purposes of this Section 7(a), the Party providing Confidential Information shall be referred to as the **"Disclosing Party"** and the Party receiving Confidential Information shall be referred to as the **"Recipient"**.
- ii. Without limiting the generality of the foregoing and subject to the provisions of applicable Laws, the Recipient shall, both during the Term and at any time thereafter, (a) not disclose any of the Disclosing Party's Confidential Information to any person other than for the express purposes set out in this Agreement, without the Disclosing Party's prior written consent, (b) not disclose the Disclosing Party's Confidential Information to any person other than its affiliates and its and their consultants, professional advisors, independent contractors, outsourcers and other service providers for the purpose of providing them, or any of them, services or who have a need to know, (c) not reproduce all or any part of the Disclosing Party's Confidential Information or make any derivative work based upon or derived from the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party, (d) comply with all of the Disclosing Party's policies, standards, requirements and specifications that are provided to the Recipient in writing in relation to the use and storage of Confidential Information disclosed to the Recipient; (e) not remove, alter, cover or obfuscate any proprietary notice, including any Intellectual Property Right legend on any of the Disclosing Party's Confidential information.

b. Excluded Information

- i. The obligations of confidentiality of the Recipient in Section 7(a) shall not extend to information that the Recipient can establish by written evidence, (a) is or becomes publicly known through no wrongful act of the Recipient; (b) is properly made available to the Recipient without confidential or proprietary restriction from a source other than the Disclosing Party; (c) the Recipient can show was rightfully in its possession without obligation of confidentiality; (d) the Information was approved by the Disclosing Party for disclosure in a written document signed by a senior officer of the Disclosing Party; (e) is required to be disclosed by Law, including, but not limited to the California Public Records Act, and will only disclose the minimum amount of Confidential Information compelled by law; or (f) is independently developed.

c. Privacy

- i. In addition to DocuPet's confidentiality obligations under Section 7(a), DocuPet will collect, use, store, disclose and dispose of and otherwise handle personal information collected or accessible to DocuPet in

accordance with all applicable privacy Laws and ensure that personal information is not handled other than as permitted hereunder or as otherwise agreed to by the Parties in writing.

- ii. Notwithstanding the foregoing, DocuPet shall be entitled to disclose or use Registration Information to the extent that the individual who provided the Registration Information has consented to such use and disclosure in accordance with all applicable Laws.

d. Acknowledgement

- i. The Recipient acknowledges and agrees that any violation of the provisions of this Section 7 may cause irreparable damage or injury to the Disclosing Party, the exact amount of which may be impossible to ascertain, and that, for such reason, the Disclosing Party shall be entitled to obtain interim, interlocutory, and final injunctive relief restraining Recipient from breaching, and requiring Recipient to comply with, its obligations under this Section 7. Recipient hereby acknowledges the importance to Disclosing Party of the strict compliance with the provisions of this Section 7 and acknowledges that the Disclosing Party's interest in the strict enforcement thereof will outweigh the balance of convenience or harm which Recipient may suffer as a result of the strict enforcement of this section.

e. Reporting

- i. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Section 7 and will take all reasonable further steps requested by the other Party to prevent, control or remedy any such violation.

8. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY

a. Warranties

- i. DocuPet represents and warrants that:
 - 1. it is competent to perform the Services;
 - 2. it has the necessary qualifications, including knowledge, skill and experience to perform the Services, together with the ability to use those qualifications effectively for that purpose;
 - 3. the Software used in connection with the performance of the Services, does not infringe any Intellectual Property Right of any third-party, or contain confidential or proprietary material misappropriated by DocuPet from any third-party. The foregoing warranty will not apply to the extent infringement is caused by (a) modifications of the Software or the Website by a party other than DocuPet or its subcontractors, agents or representatives, (b) the

combination of the Software with software or other items or products not provided or recommended by DocuPet, or (c) designs, specifications or instructions provided by or at the direction of the Organization (as opposed to the manner in which such designs, specifications or instructions are implemented by DocuPet).

- ii. The Organization represents and warrants to DocuPet that this Agreement is binding and enforceable in accordance with its terms under the Laws of the jurisdiction in which the Organization is located.

b. Warranty Disclaimer

- i. OTHER THAN AS PROVIDED IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c. Limitation of Liability

- i. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- ii. DOCUPET TOTAL LIABILITY TO THE ORGANIZATION IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO THE TOTAL FEES PAID TO DOCUPET UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 8(c) SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE NEGLIGENCE, ERRORS, OMISSIONS OR WILLFUL MISCONDUCT OF A PARTY, (B) DAMAGES OCCASIONED BY THE IMPROPER OR WRONGFUL TERMINATION OF THIS AGREEMENT; (C) DAMAGES OCCASIONED BY A PARTY'S BREACH OF SECTION 6 OR SECTION 7; OR (D) DOCUPET'S INDEMNIFICATION AND DEFENSE OBLIGATIONS.

9. TERMINATION

- a. Either party may terminate this agreement at any time with ninety (90) days written notification to the other party.
- b. Should either party be in breach of its covenants or undertakings under this Agreement, which remains un-rectified for a period of 30 days following written notification of such breach (or if such breach cannot be remedied within 30 days, the party in breach has not diligently commenced steps to remedy the breach within 30 days), the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.

- c. Organization Data and Registration Information, including all copies thereof, shall be returned to the Organization within thirty (30) days following the termination of this Agreement. The Organization Data will be made available to the Organization for download in a commonly accessible file format such as comma separated value format (.csv). DocuPet shall also eliminate all Organization Data and Registration Information otherwise retained in the system maintained for the Organization under this Agreement in a manner satisfactory to the Organization.

10. FORCE MAJEURE

- a. Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement:
 - i. if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God, riots, terrorism, civil disorders, rebellions or revolutions in any country, or any other cause beyond the reasonable control of such Party; and
 - ii. provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot be circumvented by the non-performing Party through the use of commercially reasonable alternate sources, work-around plans or other means.
- b. The affected Party will promptly notify the other Party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution. For as long as such circumstances prevail, the Party whose performance is delayed or hindered will continue to use all commercially reasonable efforts to recommence performance without delay.

11. INSURANCE AND INDEMNITIES

- a. Insurance
 - i. DocuPet shall at its own expense obtain and maintain during the Term the following insurance:
 - 1. Commercial general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) with respect to DocuPet's operations, acts and omissions relating to its obligations under this Agreement.
 - 2. Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) covering all vehicles hired or leased by DocuPet and used in any manner in connection with the performance of the Services.

- ii. County of Sonoma, its Officers, Agents, and Employees shall be named as an additional insured in the commercial general liability policy. A copy of the certificate of insurance will be provided to the Organization.
- iii. DocuPet shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.
- iv. DocuPet shall not commence work under this Agreement until such time as it has obtained insurance in accordance with Section 11(a)(i). Upon the request of the Organization, DocuPet shall provide the Organization with evidence of the policies DocuPet is required to maintain under 11(a)(i).
- v. If DocuPet fails to maintain insurance as required by this Agreement, the Organization shall have the right to provide and maintain such insurance and give evidence to DocuPet. DocuPet shall pay the cost thereof to the Organization on demand.

b. Indemnity By DocuPet

- i. DocuPet will indemnify, defend and hold harmless the Organization its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:
 - 1. Any third-party claim resulting from the acts, errors or omissions of DocuPet, its representatives, contractors or agents; and/or
 - 2. Any breach of any representation, warranty or covenant of DocuPet set out in this Agreement; and/or
 - 3. Any third-party claim for intellectual property infringement or data breach by DocuPet.

12. DISPUTE RESOLUTION

- a. Any dispute between the Parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and with respect to the performance by DocuPet or the Organization, shall be resolved as provided in this Section 12. Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve their dispute informally, as follows:
 - i. Upon the written request of a Party, each Party shall appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated representatives shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding. During

the course of discussion, all reasonable requests made by one Party to another for non-privileged information, reasonably related to this Agreement, shall be honored in order that each of the Parties may be fully advised of the other's position. The specific format for the discussions shall be left to the discretion of the designated representatives.

- b. Formal proceedings for the resolution of a dispute may not be commenced until the earlier of:
 - i. the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or
 - ii. thirty (30) days after the initial written request to appoint a designated representative pursuant to Section 12(a) above (this period shall be deemed to run notwithstanding any claim that the process described in this Section 12 was not followed or completed).
- c. This Section 12 shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal proceedings earlier to (a) avoid the expiration of any applicable limitations period, (b) preserve a superior position with respect to other creditors, or (c) obtain a temporary restraining order or other injunctive relief.
- d. Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement.

13. GENERAL

- a. Governing Law and Jurisdiction
 - i. The Agreement and performance under it will be governed by and construed in accordance with the Laws of the jurisdiction in which the Organization is located. Jurisdiction and venue shall be in Sonoma County, California.
- b. Relationship of the Parties
 - i. DocuPet is performing the Services as an independent contractor. DocuPet has the sole right and obligation to supervise, manage, direct, and perform all work to be performed by its personnel under this Agreement. Persons who perform the Services are employees of DocuPet (or its subcontractors) and DocuPet will be solely responsible for payment of compensation to such persons and for any injury to them in the course of their employment. DocuPet will assume full responsibility for payment of all taxes, withholdings and contributions required in respect of its employees.
- c. No Waiver of Default

- i. No waiver will be effective unless in writing signed by an authorized representative of the Party against which enforcement of the waiver is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in this Agreement with respect to any subsequent or other default.
- d. Remedies Cumulative
 - i. All remedies specified in this Agreement will be cumulative and in addition to any other remedies available under this Agreement or at Law or in equity.
- e. Assignment
 - i. DocuPet may not assign, transfer or otherwise convey or delegate any of its rights or duties under this Agreement to any other Party without the prior written consent of the Organization, such consent not to be unreasonably withheld. This Agreement shall be binding upon the respective successors and permitted assigns of the Parties.
- f. Notices
 - i. All notices, requests and demands, other than routine communications under this Agreement, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by fax or email (with a copy provided by another means specified in this Section 13(f)), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of mailing, when mailed by mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:
 - 1. In the case of DocuPet, to:
 - a. 15 Technology Place
Suite 1
East Syracuse, NY 13057
Attention: Chief Executive Officer
Email: grant.goodwin@docupet.com
 - 2. In the case of the Organization, to the address set out on page 2 of this Agreement.
 - ii. Either Party may from time to time change the individual(s) to receive notices under this Section 13(f) and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.
- g. Interpretation

- i. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. References to articles and sections shall be references to articles and sections of this Agreement, unless otherwise specifically stated.
 - ii. The section headings in this Agreement are intended to be for reference purposes only and shall in no way be construed to modify or restrict any of the terms or provisions of this Agreement.
- h. Counterparts
 - i. The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one and the same agreement.
- i. Severability
 - i. If any provision of this Agreement is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law, and the remainder of this Agreement will remain in full force and effect.
- j. Survival
 - i. Any provision of this Agreement, which contemplates performance subsequent to any termination or expiration of this Agreement, will survive any termination or expiration of this Agreement and continue in full force and effect.
- k. Entire Agreement; Amendments
 - i. This Agreement (including any Schedules referred to herein and attached hereto) contains the entire agreement of the Parties and supersedes all prior agreements and representations, whether written or oral, with respect to the subject matter of this Agreement. Modification or amendment of this Agreement, or any part of this Agreement, may be made only by a written instrument executed by authorized representatives of both Parties.
- l. Compliance with Law
 - i. Each party shall fully comply with all applicable Laws including those Laws regarding data protection, public corruption, non-discrimination in employment, occupational health and safety, accessibility, and environmental protection.
- m. Cooperative Purchasing Agreements and Use of Terms
 - i. Where Organization may hold a Cooperative Purchasing Agreement with

other entities that administer pet licensing, this agreement shall allow those entities, with the approval of DocuPet, to purchase their requirements under the terms and conditions of this Agreement. It is the responsibility of the non-Organization entity to perform its own due diligence on the acceptability of the Agreement under its applicable procurement rules, processes, and procedures.

- ii. Where a Cooperative Purchasing Agreement is not required, other entities that administer pet licensing may utilize this Agreement if it meets their individual requirements. These entities may enter into a separate Agreement with DocuPet to meet their own requirements. Organization is not a party to any uses of this contract by other entities.

1. Statutory Compliance/Living Wage Ordinance

- a. DocuPet agrees to comply, and to ensure compliance by, its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, DocuPet expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of this Agreement or pursuit of other legal or administrative remedies.

Schedule C

1. PET LICENSE FEES

Table 1.1 outlines the current Pet License Fee schedule for dogs within the Organization in the local currency of the Organization. Pet License Fees are set by the Organization and are subject to change at any time at the direction of the Organization. Pet License Fee changes require time for implementation, testing, and communications updates. As such, 50 days' notice is required for Pet License Fee changes.

Table 1.1 – Pet License Fee Schedule for the Organization - Unincorporated Sonoma County

Registration Type	Duration	Cost
Altered Dog	1 Year	\$17.00
Senior Rate (62+): Altered Dog	1 Year	\$15.00
Unaltered Dog	1 Year	\$20.00
Voluntary Cat	Lifetime	\$12.00
Late Fee (30 days post expiration)	NA	\$9.00
Replacement Tag	NA	\$12.00
Service Dog	1 Year	\$0.00

Table 1.2 – Pet License Fee Schedule for the Organization - City of Santa Rosa

Registration Type	Duration	Cost
Altered Dog	1 Year	\$16.00
Senior Rate (62+): Altered Dog	1 Year	\$14.00
Unaltered Dog	1 Year	\$19.00
Voluntary Cat	Lifetime	\$12.00
Late Fee (30 days post expiration)	NA	\$9.00
Replacement Tag	NA	\$12.00
Service Dog	1 Year	\$0.00

Table 1.3 – Pet License Fee Schedule for the Organization - City of Healdsburg

Registration Type	Duration	Cost
Altered Dog	1 Year	\$15.00
Senior Rate (62+): Altered Dog	1 Year	\$7.50
Unaltered Dog	1 Year	\$30.00
Voluntary Cat	Lifetime	\$5.00
Late Fee (30 days post expiration)	NA	\$15.00
Replacement Tag	NA	\$3.00

2. STANDARD FEES

The Standard Fees set out in Table 1.2 are to be paid to DocuPet without the prior written approval of the Organization.

Table 1.2 – Listing of DocuPet's Standard Fees

ITEM	FEE PAYABLE BY THE ORGANIZATION (in \$USD funds)
<u>Start-Up Fee</u> One time payment due at the launch of a program that covers the DocuPet labor involved in developing and implementing the solution.	\$0.00/one time
<u>Monthly Fee</u> <ul style="list-style-type: none">• Monthly fee for provision of the Services.• New licensing jurisdictions added to the Organization's program can be done so at the rate of \$1.50 per annual license issued historically in the new jurisdiction. This would be reflected by an increase to the Monthly Fee equal to 1/12th of the jurisdiction's annual license sales multiplied by \$1.50.	\$2,158.33/month
<u>Online Credit Card Processing Fee</u> (applicable for all Pet Registrations sold via the Website)	2.65% of the Pet License Fees in each transaction plus \$0.25 for each

Online Processing Fees will be charged to Pet Owners for payments made via the Website.	transaction including at least one Pet License Fee
<u>Variable or Optional Fees</u>	
<u>Additional Mailed License Compliance Notification Fee</u> <ul style="list-style-type: none"> • This may include mailings related to received records without licenses, citation-related communications, canvassing visit follow-ups, and additional reminders to delinquent pet owners beyond what is described in Schedule A, 2, h, ii “Mailed License Compliance Notifications”. • Additional mailings may only be sent with the express consent of the Organization. 	\$1.10 per mailing (Not to exceed \$15,000 annually)
<u>Software Customization Fee</u> <ul style="list-style-type: none"> • Project based fee to be determined based on the requirements and estimated work effort. 	Variable project-based fee as defined