



**Pet Licensing Services Agreement (P.D. 19-20.018)**

This Pet Licensing Services Agreement (this "**Agreement**"), is entered into this \_\_\_\_ day of \_\_\_\_, 2020 (the "**Effective Date**") by and between DocuPet Corp., a Delaware for-profit corporation, with offices at 235 Harrison Street, Syracuse, New York 13202 ("**DocuPet**"), and Escambia County, a political subdivision of the State of Florida, whose primary place of business is 221 Palafox Place, Pensacola, FL 32502 (the "**Organization**").

**Background:**

On March 2, 2020, the Organization issued a Request for Proposals (Specification No. P.D. 19-20.018) seeking a contractor to provide pet licensing management services; and

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

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, C, and D** 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) Pet Licensing Services Agreement
- (2) Schedule A – DocuPet Service Deliverables
- (3) Schedule B – DocuPet General Terms and Conditions
- (4) Schedule C – Pet Fee Schedules
- (5) Schedule D – Form of Task Order

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**

**ESCAMBIA COUNTY, FLORIDA**

By: 

Name: **Janice Gilley**  
Title: **County Administrator**

Witness: 

Witness: 

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-16-2020

<b>CONTACT INFORMATION FOR THE ORGANIZATION</b>	
<b>Contact Name and Title:</b>	<b>John Robinson, Division Manager Animal Services</b>
<b>Address:</b>	<b>200 W. Fairfield Dr. Pensacola, FL 32501</b>
<b>Phone:</b>	<b>850-595-3078</b>
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<b>Fax:</b>	

<b>CONTACT INFORMATION FOR DOCUPET</b>	
<b>Contact Name and Title:</b>	<b>Grant Goodwin, Chief Executive Officer</b>
<b>Address:</b>	<b>235 Harrison Street, Syracuse, New York 13202</b>
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**SCHEDULE A**  
**to Pet Licensing Services Agreement**  
**SERVICE DELIVERABLES**

**1. DEFINITIONS**

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** and all Task Orders (collectively, the “**Services**”) subject to and in accordance with the terms set out in this Agreement. DocuPet may also provide Optional Services (as defined in **Schedule B**) to Pet Owners that may be offered through the DocuPet Website (as defined below) or through any other medium or in any other manner.

(b) Applications. Pet Owners shall apply for pet registration by providing the following information and/or such other information as DocuPet and the Organization may agree (“**Licensing 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; and
- (ix) Date of Birth.

(c) Pet Owners may apply for Pet Registration in one of five ways:

- (i) electronically through the DocuPet Website;
- (ii) by telephone with a DocuPet representative;
- (iii) at designated Organization locations;
- (iv) at the location of organizations authorized by the Organization to sell Pet Registrations; or
- (v) by mailing an application with payment to DocuPet.

In the case of (i), (ii), and (v) the Pet Owner or the DocuPet representative, as the case may be, shall input the Licensing Information into the prompts on the Website. In the case of (iii) and (iv), an employee or the Organization’s designated representative shall input the Licensing Information into the prompts on the Website.

(d) Data Storage. All Licensing Information that is inputted through the Website will be stored within the Software so that the Licensing Information may be accessed by the Organization, the DocuPet Personnel and other persons authorized by the Pet Owner. The Organization shall require their employees, volunteers, and contractors/designates to accurately input the Pet Licensing Information into the application on the Website when inputting Licensing Information. DocuPet shall have no responsibility for verifying the accuracy or completeness of any Licensing Information or for any errors therein.

- (e) **Pet Fee.** Each Pet Owner shall pay a Pet Registration Fee for each Pet based on the rates set forth in **Schedule C** (the “**Pet Registration Fee**”). The Pet Registration Fee for each Pet shall be paid through the Website or over the telephone by credit card, debit card, or other payment method (as determined by DocuPet at its discretion) or directly to the Organization or an Organization contractor by cash, credit card (if accepted by the Organization), debit card, or check. The Organization shall ensure that its employees, volunteers, and contractors do not submit an application for a Pet Registration without first obtaining payment of the Pet Registration Fee or confirming that payment of the Pet Registration Fee was made through the Website. DocuPet shall utilize a payment processing company (Stripe, or a competitor(s) of Stripe) for processing payments received through the Website.
- (f) **Completion of Application and Registration.** After the completion of the application, payment of the Pet Registration Fee, and submission of data into the DocuPet system, DocuPet shall send the applicant confirmation of the Pet Registration number, a Pet Tag, and other information or documents related to the Services, the Organization, and DocuPet. DocuPet will send this package within five (5) business days of registration.
- (g) **Pet Tag.** All Pet Tags will be etched with a unique code indicating the pet registration number for the Organization. Any Pet Tag issued by DocuPet with a unique code associated to a Pet Registration for the Organization will be recognized as a Pet Tag. DocuPet shall be entitled to charge a reasonable fee for replacement Pet Tags in accordance with the rate set forth in **Schedule C** to this Agreement.
- (h) **Pet Registrations.** Pet Registrations can be searched using a computer or smartphone device that will permit Organization officials and other authorized individuals to access certain information relating to the Pet and Pet Owner.
- (i) **Ordinance Awareness.** DocuPet will endeavor to promote awareness of the Organization’s ordinances and regulations relating to pet registration and responsible pet ownership and may, in its sole discretion, notify Pet Owners of their legal obligations by: (i) sending them correspondence by regular mail, e-mail, or other means; and (ii) conducting door-to-door campaigns; or (iii) contacting Pet Owners by telephone, including through the use of automated messages.

### **3. DOCUPET PLATFORM STANDARDS**

- (a) **Connectivity.** The Organization shall be responsible for ensuring that any and all of its service centers that provide Pet Registrations are connected to the Internet. 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.
- (b) **Backup and Disaster Recovery.** 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.
- (c) **PCI Compliance.** DocuPet shall comply with payment card industry (PCI) security standards.

- (d) **Data Protection.** 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 Licensing Information or Organization Data. DocuPet shall maintain a log-in account and password that permits access to Pet Owner's accounts and Licensing Information for the purposes of providing the services as outlined in this agreement. DocuPet will promptly notify the Organization if any of its passwords have been stolen, leaked, or otherwise compromised. The Organization will promptly notify DocuPet if any of its passwords have been stolen, leaked or otherwise compromised.
- (e) **Location.** The servers hosting the Licensed Software shall be under United States legal jurisdiction, and the data shall be collected, managed, and stored in accordance with any applicable privacy Laws.
- (f) **Back-up.** DocuPet will ensure there are off-site backups performed each day. At a minimum, on a monthly basis, DocuPet will ensure the backups are sufficient and can restore/regenerate the system in the event of a server failure. Upon request, the Organization will be allowed to review architecture and ability to meet performance obligations.
- (g) **Service Level.** 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 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 (8:00AM to 4:00PM CST, Monday to Friday, holidays excepted), or unscheduled downtime exceeds 8 hours outside normal business hours (8:00AM to 4:00PM CST, Monday to Friday, holidays included), DocuPet will provide the Organization with a remediation plan. Three (3) consecutive months of greater than 4 hours of downtime during normal business operation hours (8:00AM to 4:00PM CST, 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. DocuPet will work with the Organization to prepare a document outlining the procedures and communication protocols that will be put in place in the event of scheduled and unscheduled downtime. A contingency plan for downtime procedures will also be included in this document.
- (h) **Website Support.** DocuPet agrees to provide to the Organization ongoing support and maintenance of the Website, including updates and access to future versions of the Website, and custom modules purchased for the term. Support and maintenance for the Website includes ongoing problem identification, resolution services, and correction of programming errors, so that the Website will at all times conform to the specifications.
- (i) **Customer Service.** 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 8:00AM to 7:00PM CST, Monday through Friday, holidays excepted.
- (j) **Control of Website.** 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**

1.1 Defined Terms. As used in this Agreement:

**“Confidential Information”** means: Information/material that qualifies as a trade secret as that term is defined in §812.081, Florida Statutes, or is otherwise exempt from the disclosure requirements of §119.071(1), Florida Statutes, and §24(a), Article 1 of the Florida State Constitution; that is marked or otherwise identified as confidential; and that is disclosed by or at the direction of one Party to the other Party in connection with this Agreement.

**“DocuPet Engagement Manager”** has the meaning given to that term in Section 2.7.

**“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: (i) rights associated with works of authorship, including copyrights, moral rights and mask-works; (ii) Marks; (iii) trade secret rights; (iv) patents, designs, algorithms and other industrial property rights; (v) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, or otherwise; and (vi) 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: (i) any statute, regulation, 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; (ii) the common law and the laws of equity as applicable to the Parties from time to time; (iii) any binding order, judgement, decree, direction, policy, or rule including from a governmental authority; or (iv) any applicable industry code, policy or standard enforceable by law.

**“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 3.1.

**“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 Licensing Information.

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

**“Performance Fee”** has the meaning given to that term in Section 4.1 and **Schedule C**.

**“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 Government Contract, ordinances or regulations.

**“Pet Registration Fee”** means the Pet Registration Fees described in **Schedule C**.

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

**“Pet Tag”** means any pet tag issued by DocuPet with a unique code associated with the Organization's pet registration.

**“Licensing Information”** has the meaning given to that term in **Schedule A**.

**“Pet Registration”** means the registration issued or renewed according to the Organization's Government Contract, ordinances, or regulations to a Pet Owner.

**“Postage”** means costs incurred by DocuPet in packaging and delivering material to Pet Owners in connection with the Services.

**“Registration Threshold”** has the meaning given to that term in Section 4.1 and **Schedule C**.

**“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 Licensing Information and provides authorized access thereto through the Internet.

**“Standard Fees”** has the meaning given to that term in Section 4.1 and **Schedule C**.

**“Task Order”** has the meaning given to that term in Section 2.2.

**“Term”** has the meaning given to that term in Section 5.

“**Website**” means the Internet website “www.DocuPet.com” and associated web pages.

1.2. Other Terms.

- (a) Other terms used in this Agreement are defined where those are used and have the meanings there indicated.
- (b) 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**

2.1 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 the relevant Task Orders 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.

2.2 Additional Services.

Any services to be provided by DocuPet to the Organization in addition to the Services (“**Additional Services**”) shall be specified in task orders (“**Task Orders**”) to be entered into by the Organization and DocuPet substantially in the form attached hereto as **Schedule D**. This Agreement provides basic terms and conditions applicable to all such Task Orders.

2.3 Reports and Meetings.

The Organization Engagement Officer and the DocuPet Engagement Manager shall conduct a review meeting bi-annually by electronic video conference (or other mutually acceptable means). At the bi-annual meetings, DocuPet and the Organization shall exchange information regarding the number of Pet Registrations sold through the Website, the Organization, and the Organization’s contractors during the previous six (6) month period and the payments made to the Organization for Pet Fees that DocuPet has collected through the Website and payments due to DocuPet for payments made directly to the Organization or its contractors for Pet Fees.

2.4 Use of Subcontractors.

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.

2.5 Facilities and Assets.

Except as otherwise specified in the applicable Task Order, 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 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.

2.6 DocuPet Methodologies, Tools, and Training.



Unless otherwise agreed to in writing in a Task Order, 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.

### **2.7 DocuPet Engagement Manager**

DocuPet will assign an experienced manager (the “**DocuPet Engagement Manager**”) who will serve as the primary point of contact with the Organization for all matters pertaining to this Agreement. The DocuPet Engagement Manager will be responsible for: (a) overseeing and managing the performance of DocuPet’s obligations under this Agreement; (b) serving as the Organization’s primary point of contact for operational matters pertaining to this Agreement; and (c) promptly answering the Organization’s queries and cooperate with the Organization to address issues relating to the Services deemed urgent by the Organization.

## **3. ORGANIZATION RESPONSIBILITIES**

### **3.1 Organization Engagement Officer.**

The Organization will assign an officer who will serve as the Organization’s primary point of contact with DocuPet for all matters pertaining to this Agreement (the “**Organization Engagement Officer**”). The Organization Engagement Officer will be responsible and authorized to accommodate reasonable requests by the DocuPet Engagement Manager for information, data and support of a type specified in the Task Orders or as required to for DocuPet to perform its obligations under this Agreement.

### **3.2 Pet Fee Stability.**

The Organization will not decrease the Pet Fee it charges during the Term without first providing at least thirty (30) days advance written notice to DocuPet.

### **3.3 DocuPet Policies.**

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.

### **3.4 Program Training**

The Organization shall provide DocuPet with reasonable, regular access to all Organization staff or authorized contractors that will be inputting the Licensing Information to ensure that they are inputting the information accurately, effectively, and successfully. DocuPet and the Organization shall work together to identify any individual that requires additional training. The Organization shall ensure that its contractors have employees and volunteers that are familiar with DocuPet procedures and that all such persons comply with DocuPet’s procedures for handling the application for Pet Registrations and the payment of Pet Fees.

## **4. FINANCIAL MATTERS**

4.1 Pet Registration Threshold, Performance Fee, and Standard Fees.

- (a) A baseline pet registration number for the Organization (the “**Registration Threshold**”) has been established at 35,000. The Registration Threshold will be reassessed once data has been entered into the DocuPet System and accurate data counts can be determined. The lesser of the previous twelve (12) months of sales or average sales amounts for the previous three (3) years will become the Registration Threshold.
- (b) Upon the sale of Pet Registrations reaching the Registration Threshold in any year of this Agreement, DocuPet shall be paid the Performance Fee by the Organization equal to 35% of the gross revenue arising from each Pet Registration sold or renewed (whether by the Organization, DocuPet, or any other service provider) in excess of the Registration Threshold, less the applicable Fulfillment Fees associated with each sale, in any year of this Agreement or any Renewals thereafter (the “**Performance Fee**”). In the event the Organization refunds any Pet Registration Fees to the Pet Owner, such refund(s) shall not in any way reduce the Performance Fee or other fees payable to DocuPet except for those refunds caused by errors made by DocuPet.
- (c) Regardless of whether the Registration Threshold is achieved, DocuPet shall be entitled to receive from the Organization the standard fees set forth in Table 1.2 in **Schedule C** (the “**Standard Fees**”).

4.2 Collection and Allocation of Fees.

- (a) Pet Registration Fees under this Agreement shall be collected as follows:
  - (i) The Organization and other Organization contractors shall collect Pet Registration Fees through “in person” transactions; and
  - (ii) DocuPet shall collect Pet Registration Fees through the Website and by telephone.
- (b) Pet Registration Fees shall be allocated between the Parties as follows:
  - (i) DocuPet shall pay the Organization all Pet Registration Fees collected through the Website, less Standard Fees and any Performance Fees payable to DocuPet, which will be paid to the Organization by DocuPet coinciding with the issuing of the monthly invoice contemplated by Section 4.4(a); and
  - (ii) The Organization shall pay DocuPet Standard Fees and any Performance Fees associated with the Organization’s or any Organization contractor’s sale of Pet Registrations.
- (c) Except as contemplated in this Section 4.2 and **Schedule C**, the Organization shall not be entitled to payment of any kind from DocuPet.

4.3 Taxes.

The Parties’ respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:

- (a) Each Party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.
- (b) DocuPet shall be responsible for any sales, use, excise, value-added, services, consumption and other taxes and duties, if any, payable by DocuPet on the goods or services used or consumed by DocuPet in providing the Services and any tax that may be assessed on Standard and Performance Fees or other fees payable to DocuPet pursuant to this Agreement.
- (c) DocuPet shall remit such taxes to the appropriate authorities in a timely manner. The Organization shall not be responsible for any interest or penalties assessed by a taxing authority arising from DocuPet’s failure to remit the appropriate amount of tax on a timely basis.

4.4 Invoicing and Payment of Fees.

- (a) Within 15 days of the end of each calendar month, DocuPet shall render in arrears a single invoice for the aggregate amount of the Performance Fee and Standard Fees deducted from the Pet Registration Fees collected by DocuPet through the Website during the month just ended. Each such invoice shall include a cover page that summarizes: (i) all Pet Registration Fees collected by DocuPet for the month; (ii) the aggregate number of Pet Registrations applied for through the Website for the month; (iii) the aggregate amount of the Performance Fee and Standard Fees, retained by DocuPet for the month; and (iv) the aggregate amount paid to the Organization as a result of the sale of Pet Registrations on the Website during the applicable month.
- (b) In the case of Task Orders for Additional Services, separate invoices shall be issued that provide for the calculations utilized to establish the charge including the names, levels and personnel rates of the persons performing the Additional Services and the number of person days worked by each DocuPet personnel.
- (c) Statements for Performance Fees and Standard Fees shall be paid at the time of issuance of the invoice provided for in Section 4.4(a) out of the Pet Registration 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 to DocuPet as provided herein.
- (d) Notwithstanding anything herein to the contrary, payments by the Organization and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70 et seq., Florida Statutes.

4.5 Accountability.

- (a) 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.
- (b) 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 will commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, shall continue for an initial period of three (3) years (the "Term"). Thereafter, the Term may be renewed for two (2) additional one (1) year periods (each a "Renewal Period"), but not to exceed five (5) years in the aggregate, subject to the Organization's right to terminate at the end of the initial Term or any Renewal Period by providing DocuPet with not less than 90 days prior written notice.
- (b) All terms of this Agreement shall remain the same during the Renewal Period(s) except for the Standard Fees, which may, at the discretion of DocuPet, be increased annually by an amount equal to the percentage increase, if any, in pet license fees charged by the Organization. In the event that DocuPet gives notice of an intent to increase the Standard Fees beyond increases provided for pursuant to the Organization's ordinances or regulations, it shall give notice to the Organization not less than 100 days prior to the commencement of the applicable Renewal Period in which case, the Organization may terminate this Agreement pursuant to section 9.

6. **INTELLECTUAL PROPERTY**

### 6.1 Organization IP.

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.

### 6.2 DocuPet IP.

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.

### 6.3 Use of Marks.

- (a) During the Term, DocuPet shall be entitled to include the Organization's name and logo on (i) the Website; and (ii) 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.
- (b) During the Term, all references to the Website or the Organization's pet licensing program in publicity materials shall include the reference "DocuPet" in a location and format that is mutually acceptable.

## 7. **CONFIDENTIALITY**

### 7.1 Duties of Confidentiality

- (a) To the extent permitted by law, 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 7.1, 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**".
- (b) 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: (i) 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; (ii) 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; (iii) 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; (iv) 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; and (v) not remove, alter, cover or obfuscate any proprietary notice, including any Intellectual Property Right legend on any of the Disclosing Party's Confidential information.

### 7.2 Excluded Information.

The obligations of confidentiality of the Recipient in Section 7.1 shall not extend to information that the Recipient can establish by written evidence: (i) is or becomes publicly known through no wrongful act of the Recipient; (ii) is properly made available to the Recipient without confidential or proprietary restriction from a source other than the Disclosing Party; (iii) the Recipient can show was rightfully in its possession without obligation of confidentiality; (iv) the Information was approved by the Disclosing Party for disclosure in a written document signed by a senior officer of the Disclosing Party; (v) is subject to disclosure pursuant to Chapter 119, Florida Statutes, or is otherwise required to be disclosed by Law; or (vi) is independently developed.

DocuPet acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. DocuPet shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. DocuPet shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, DocuPet agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event DocuPet fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period DocuPet still fails to allow access to such documents, terminate this Agreement.

**IF DOCUPET HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

**7.3 Privacy.**

- (a) In addition to DocuPet's confidentiality obligations under Section 7.1, DocuPet will collect, use, store, disclose, 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.
- (b) Notwithstanding the foregoing, DocuPet shall be entitled to disclose or use Licensing Information to the extent that the individual who provided the Licensing Information has consented to such use and disclosure in accordance with all applicable Laws.

**7.4 Reporting.**

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**

### **8.1 Warranties.**

- (a) DocuPet represents and warrants that:
- (i) it is competent to perform the Services;
  - (ii) 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; and
  - (iii) 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).
- (b) 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.

### **8.2 Warranty Disclaimer.**

OTHER THAN AS PROVIDED IN THIS AGREEMENT (INCLUDING ANY TASK ORDER), THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **8.3 Limitation of Liability.**

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.

DOCUPET'S TOTAL LIABILITY TO THE ORGANIZATION IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO THE TOTAL PERFORMANCE FEE PAID TO DOCUPET UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 8.3 SHALL NOT APPLY WITH RESPECT TO: (I) DAMAGES OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (II) DAMAGES OCCASIONED BY THE IMPROPER OR WRONGFUL TERMINATION OF THIS AGREEMENT; or (III) DAMAGES OCCASIONED BY A PARTY'S BREACH OF SECTION 2.8, SECTION 6 OR SECTION 7.

## **9. TERMINATION**

- (a) Should either party be in breach of its covenants or undertakings under this Agreement, which remains un-rectified for a period of thirty (30) calendar days following written notification of such breach (or if such breach cannot be remedied within thirty (30) calendar days, the party in breach has not diligently commenced steps to remedy the breach within thirty (30) calendar 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.

- (b) Organization Data and Licensing Information, including all copies thereof, shall be returned to the Organization within thirty (30) calendar 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 Licensing Information otherwise retained in the system maintained for the Organization under this Agreement in a manner satisfactory to the Organization.

#### **10. FORCE MAJEURE**

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement:

- (a) 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
- (b) 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.

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 INDEMNIFICATION**

##### **11.1 Insurance.**

- (a) DocuPet shall at its own expense obtain and maintain during the Term the following insurance:
  - (i) 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;
  - (ii) Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) covering all vehicles owned, operated, or leased by DocuPet and used in any manner in connection with the performance of the Services; and
  - (iii) Fidelity bond with One Million Dollars (\$1,000,000) per occurrence coverage limit.
- (b) The Organization 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.
- (c) DocuPet shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.
- (d) DocuPet shall not commence work under this Agreement until such time as it has obtained insurance in accordance with Section 11.1 (a). Upon the request of the Organization, DocuPet shall provide the Organization with evidence of the policies DocuPet is required to maintain under 11.1.
- (e) 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.

##### **11.2 Indemnity By DocuPet.**

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:

- (a) any third-party claim resulting from the wrongful or negligent acts or omissions of DocuPet, its representatives, contractors, or agents; and
- (b) any breach of any representation, warranty, or covenant of DocuPet set out in this Agreement.

The parties understand and agree that such indemnification by DocuPet relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. DocuPet's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. DocuPet agrees to pay on behalf of County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

### **13. GENERAL**

#### **13.1 Governing Law.**

The Agreement and performance under it will be governed by and construed in accordance with the Laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

#### **13.2 Relationship of the Parties.**

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 unless otherwise provided herein or in the Task Order. 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 with respect to its employees.

#### **13.3 No Waiver of Default.**

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.

#### **13.4 Remedies Cumulative.**

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.

#### **13.5 Assignment.**

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.

#### **13.6 Notices.**



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 e-mail (with a copy provided by another means specified in this Section 13.6), 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:

In the case of DocuPet, to:  
Mail Drop #61  
235 Harrison Street  
Syracuse, New York 13202  
Attention: Chief Executive Officer  
Email: grant.goodwin@docupet.com

In the case of the Organization, to the address set out on page 2 of this Agreement.

Either Party may from time to time change the individual(s) to receive notices under this Section 13.6 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.

#### 13.7 Interpretation.

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. 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.

#### 13.8 Counterparts.

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.

#### 13.9 Severability.

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.

#### 13.10 Survival.

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.

#### 13.11 Entire Agreement; Entering Into Task Orders; Amendments.

This Agreement (including any Schedules referred to herein and attached hereto and Task Orders executed by the Parties in accordance herewith) 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. To become effective, a Task Order must be signed by an authorized representative of each Party. Modification or amendment of this Agreement or any Task Order, or any

part of this Agreement or Task Order, may be made only by a written instrument executed by authorized representatives of both Parties.

**13.12 Compliance with Law.**

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.

**SCHEDULE C  
TO THE PET LICENSING SERVICES AGREEMENT  
PET FEE SCHEDULES**

**Pet Registration Fees**

The Organization's current Pet Registration Fees for a One-Year License are set forth in Table 1.1. The Pet Registration Fee schedule is subject to annual review and approval by the Organization.

**Table 1.1 – Pet Registration Fee schedule for the Organization**

Annual License Type	(\$USD)
Pet – Altered, Adult	\$11.00
Pet – Unaltered, Adult	\$30.00
Pet - Altered, Senior Citizen	\$7.00
Pet - Unaltered, Senior Citizen	\$12.00
Pet - Juvenile	\$12.00
Replacement Tag	\$6.00

**Standard Fees**

The Standard Fees set forth in Table 2.1 are to be paid to DocuPet by the Organization.

**Table 2.1 – Listing of DocuPet's Standard Fees**

ITEM	FEES (\$USD)
<p><b><u>Pet License Fulfillment Fee</u></b> This may include the following:</p> <ul style="list-style-type: none"> <li>● DocuPet-encoded Pet Tag</li> <li>● Printed Communication</li> <li>● Postage</li> </ul>	\$2.50
<p><b><u>Replacement Tag Fulfillment Fee</u></b> This includes the following:</p> <ul style="list-style-type: none"> <li>● Replacement Pet Tag</li> <li>● Printed Communication</li> <li>● Postage</li> </ul>	\$2.50
<p><b><u>Mail and Data Processing Fee</u></b> This applies to every mail in order received and processed by DocuPet and to every record that must be hand keyed into DocuPet (excluding data that can be digitally formatted and uploaded). This may include the following:</p> <ul style="list-style-type: none"> <li>● Data Entry</li> <li>● Check Processing</li> </ul>	\$1.00

<p><b><u>Mailed Renewal Notice Fee</u></b>  This fee applies to all mailed notices including renewal reminders, warning letters, and notices of compliance requirement to pet owners for whom the County has collected rabies vaccination records. This includes the following:</p> <ul style="list-style-type: none"> <li>• Personalized letter</li> <li>• Envelope</li> <li>• Postage</li> </ul>	<p>\$1.00</p>
<p><b><u>Emailed Renewal Notice</u></b></p>	<p>No Charge</p>
<p><b><u>Automated Phone Calls</u></b></p>	<p>No Charge</p>
<p><b><u>Online Credit Card Processing Fee</u></b> (applicable for all Pet licenses sold via the Website)</p>	<p>2.9% + \$0.30 per registration (charged to pet owner)</p>

DocuPet shall be compensated by the Organization for the Services on a contingent performance basis in accordance with the following terms:

- (a) A baseline Registration Threshold has been established at 35,000. The Registration Threshold will be reassessed once data has been entered into the DocuPet System and accurate data counts can be determined. The lesser of the previous twelve (12) months of sales or average sales amounts for the previous three (3) years will become the Registration Threshold.
- (b) DocuPet shall be paid a Performance Fee equal to 35% of the gross revenue arising from each Pet Registration sold or renewed (whether by the Organization, DocuPet, or any other service provider) in excess of the Registration Threshold, less the applicable Fulfillment Fees associated with each sale, in any year of this Agreement or any Renewals thereafter.
- (c) Regardless of whether the Registration Threshold is achieved, DocuPet shall be entitled to receive from the Organization the Standard Fees set forth in Table 2.1, which are incurred for the production and distribution of Pet Tags and printed communication materials.

**Schedule D**  
**Form of Task Order**

**Task Order No.** \_\_\_\_

**Task Order Effective Date:** \_\_\_\_\_

This Task Order No. \_\_\_\_, together with the IT Services Agreement between \_\_\_\_\_ (“DocuPet”) and the Organization, dated \_\_\_\_ (the “**Agreement**”), governs the performance of the Project Work described herein. This Task Order shall be effective as of the date set forth above (the “**Task Order Effective Date**”). All capitalized terms not defined herein will have the meanings given them in the Agreement.

**1. PROJECT OVERVIEW**

[NTD: Insert an overview of the Project]

**2. TERM**

The term of this Task Order will commence on the Task Order Effective Date and, unless earlier terminated pursuant to the terms and conditions of the Agreement, will continue to remain in full force and effect until all Services to be performed, and the Deliverables to be provided, under this Task Order have been successfully completed and delivered.

**3. SERVICES**

DocuPet will perform the tasks and responsibilities described below (including the provision of all Deliverables), and all associated DocuPet obligations set forth in the Agreement, as such tasks, responsibilities and obligations are enhanced, supplemented or changed during the term of this Task Order pursuant to the Agreement (collectively, for the purpose of this Task Order, the “**Services**”).

[NTD: Insert description of Services to be performed]

**4. DELIVERABLES**

[NTD: List the Deliverables to be provided/achieved and identify requirements and specifications for each Deliverable.]

**5. ESTIMATE**

DocuPet’s charges under this Task Order shall be determined with reference to the Estimate attached hereto as Attachment No. 1.

[NTD: Attach the Estimate as Attachment No. 1.]

**6. SCHEDULE**

[NTD: Specify schedule for performing the Services]

**7. MILESTONES**

[NTD: List Milestones. Specifically identify any Milestone that trigger interim payments as “Payment Milestones”]

**8. ACCEPTANCE CRITERIA/TESTING**

[NTD: Specify the Deliverables subject to acceptance testing and their respective acceptance criteria, as well as, to the extent practicable, the acceptance tests and procedures to be employed]

**9. PROJECT MANAGER**

[NTD: Insert the name, position and contact information of the DocuPet project manager]

**10. DOCUPET PERSONNEL**

The following DocuPet Personnel will be assigned to perform the Services in this Task Order.

Name	Position	Role

[NTD: List DocuPet Personnel by name, position and role of DocuPet Personnel]

**11. THE ORGANIZATION'S RESPONSIBILITIES**

[NTD: List the Organization's specific responsibilities relating to DocuPet's performance of the Services under this Task Order]

**12. OTHER PROVISIONS**

[NTD: Insert any additional terms agreed to by the Parties.]

The terms of this Task Order are agreed to by:

**[Organization]**

**DOCUPET CORP.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_