

SHELTERLUV

Ordering Form + Terms & Conditions

Prepared for:

Chairman
Sumter County BOCC

Ordering Document

Houndtowne, Inc. ("**Houndtowne**") and the shelter identified below ("**Shelter**") hereby enter into this Ordering Document as of the date of full execution, as set forth below. This Ordering Document is governed by the terms and conditions available at: <https://www.shelterluv.com/pdf/termsandconditions> (the "**Terms**", and collectively, with this Ordering Document, the "**Agreement**"). Capitalized terms not defined in this Order Form will have the meanings set forth in the Terms.

Terms with initial capital letters that are not defined in this Ordering Document are defined in the applicable Exhibit. In the event of a conflict, the terms of this Ordering Document control over the terms of the Exhibit.

Organization Information

Payment Method

Customer Name: Sumter County BOCC

Check

Street Address:

City/State/Zip:

Country:

Contact: Stephen Kennedy

Phone: 3527930205

Email Address: Stephen.kennedy@sumtercountyfl.gov

Retailer to pay all fees set forth below:

Item Description	Fee Per Adoption
Houndtowne Service	\$2.00 USD

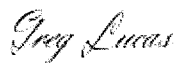
Term: The Initial Term of this Agreement begins on the Effective Date and continues until 12 months after the Launch Date (the "Initial Term"). The Agreement will automatically renew for additional, successive one-month periods,(each a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either party gives written notice to the other party of its intent not to renew within five (5) days of the end of any Renewal Term, or the Agreement is terminated in accordance with the Terms and Conditions.

You will be automatically be charged, on a monthly basis, in arrears, for the adoptions completed in the preceding month, based on the Fee per Adoption set forth above. You acknowledge and agree that Houndtowne is authorized to charge the Payment Method above in this manner.

By signing below, you certify that you are an authorized representative of the Shelter and that Shelter agrees to be bound by this Agreement, including all Exhibits referenced in this Ordering Document. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument. This Agreement, together with all Exhibits referenced in this Order Document, constitutes the sole, final and entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous agreements between the parties regarding such subject matter.

Houndtowne, Inc.

Sumter County BOCC

A handwritten signature in cursive script that reads "Greg Lucas".

Name: Greg Lucas

Name:

Title: President

Title:

07-15-2022

Terms & Conditions

The communications between Customer and Houndtowne relating to the Service may use electronic means. For contractual purposes, Customer: (a) consents to receive communications from Houndtowne in an electronic form, whether via email or posting on the Service or other reasonable means; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Houndtowne provides to Customer electronically satisfy any legal requirement that such communications would satisfy if they were in a print-on-paper writing.

1. Definitions

1. "Confidential Information" means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.
2. "Customer Data" means any content, information, photos, or other materials provided, imported or uploaded to the Service by Customer or Users or on Customer's behalf.
3. "Documentation" means Houndtowne-provided standard user manuals and documentation for the Service.
4. "Order Form" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted in written form and specifying, among other things, the number of licenses and other service contracted for, the applicable fees and other terms as agreed to between the Parties.
5. "Professional Services" means any implementation, set-up, integration, training, custom development or other professional services made available to Customer by Houndtowne pursuant to a statement of work hereto.
6. "Service" means Houndtowne's proprietary software application(s) regarding which a right to access is granted pursuant to these Terms.
7. "Users" means Customer's employees, consultants and representatives who are authorized to utilize the Service and who are provided with access to the Service by virtue of a password or the equivalent thereof.

2. Access Grant and Restrictions.

1. **Access Grant.** Subject to the terms and conditions of the Agreement, Houndtowne grants Customer a non-exclusive, non-transferable right to permit Users to access the features and functions of the Service ordered under an Order Form solely for Customer's internal business purposes during the

Term.

2. **Limitations.** Customer agrees that it and its Users will not: (a) permit any third party to access and/or use the Service, other than the Users; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to via the Service; (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Service is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (e) access the Service in order to build or create a derivative, competitive or similar product or service or copy any ideas, features, functions or graphics of the Service; (f) use the Service to stalk, harm and/or harass another; or (g) access or use the Service in any manner that could damage, disable, overburden or impair any Houndtowne server or the networks connected to any Houndtowne server. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Section 2.2. Customer acknowledges and agrees that the Service will not be used, and are not licensed for use, in connection with any time-critical or mission-critical functions. Customer will be responsible for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Users to connect to, access, and use the Service.
3. **Username and Passwords.** Customer will provide to Houndtowne information and other assistance as necessary to enable Houndtowne to establish usernames for Users, and Customer will verify all User requests for account passwords. Customer will ensure that each username and password issued to a User will be used only by that User. Customer is responsible for maintaining the confidentiality of all Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Customer will notify Houndtowne promptly of any actual or suspected unauthorized use of Customer's account, usernames or passwords, or any other breach or suspected breach of the Agreement.

Houndtowne reserves the right to terminate any username and password, which Houndtowne reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Any act or omission by a User which, if undertaken by Customer, would constitute a breach of the Agreement, will be deemed a breach of this Agreement by Customer.
4. **IP Ownership.** The Service and any of the Houndtowne's proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to Customer by Houndtowne in providing the Service and, if applicable, Professional Services, as well as any intellectual property rights therein (the "Houndtowne Technology") is the exclusive property of Houndtowne or its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Service or the Houndtowne Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical

material relating to the Houndtowne Technology. All rights not expressly granted to Customer are reserved to Houndtowne.

Ownership of all work product, developments, inventions, technology or materials provided by Houndtowne under this Agreement will be solely owned by Houndtowne. Houndtowne, in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer or Users to Houndtowne in connection with the Service (all such comments and suggestions, collectively, "Feedback"). Customer hereby grants Houndtowne a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Houndtowne products and services.

5. **Modifications.** Houndtowne may change, suspend or discontinue any aspect of the Service at any time without notice or liability to Customer. Houndtowne may also impose limits on certain features and services or restrict Customer's access to part of the Service without liability. Houndtowne may also change the Terms from time to time at its sole discretion, and if Houndtowne makes any substantial changes, it will notify Customer by sending an email to the last email address Customer provided. These changes will be effective thirty (30) days following Houndtowne's dispatch of an email notice to Customer. Houndtowne may require Customer to provide consent to the updated Terms in a specified manner before further use of the Service is permitted. Otherwise, Customer's continued use of the Service constitutes Customer's acceptance of the changes.
6. **Open Source Software.** The Service may include certain software licensed under "open source" or "free software" licenses and nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such software.
7. **Professional Services.** Houndtowne may, in its sole discretion, offer Professional Services to Customer related to the Service. Until the Customer has ordered such Professional Services pursuant to a statement of work or Order Form, Houndtowne will have no obligation to provide Professional Services to Customer. Subject to the terms and conditions set forth in this Agreement, Houndtowne shall use commercially reasonable efforts to perform such Professional Services in a professional manner in accordance with industry standards. Houndtowne's ability to successfully perform hereunder is dependent upon Customer's provision of timely information, access to resources, and participation.

3. Customer Data.

1. **Usage of Customer Data.** In connection with the Service, Houndtowne may collect and/or receive Customer Data. As between the Parties, Customer owns the Customer Data. Customer acknowledges that Houndtowne may use the Customer Data, and Customer hereby licenses

Houndtowne to use the Customer Data to provide and improve the Services. At any point during the Term, Customer may export and download a copy of the Customer Data through the Service, as described in the Documentation. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**

2. **Customer Commitment.** Customer will procure all rights and privileges to obtain and transfer data to Houndtowne under the terms of this Agreement including the Customer Data. The provision of such data from Customer to Houndtowne shall be in compliance with all applicable laws and regulations, including all privacy laws and regulations. Customer hereby represents and warrants that it owns or otherwise has sufficient right to grant Houndtowne access to and use of the Customer Data in accordance with the terms of this Agreement. Customer shall be responsible for and assumes the risk, responsibility and expense of any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Customer Data.
3. **Data Loss.** During the Term, Houndtowne will use commercially reasonable efforts to back up and protect the Customer Data. Notwithstanding the foregoing, Houndtowne recommends that Customer download backup copies of Customer Data from on the Service on a regular basis. Customer agrees that Houndtowne may remove or modify any Customer Data which it deems to violate this Agreement. In the event of a loss of Customer Data caused by Houndtowne's negligence or willful misconduct, Houndtowne will use commercially reasonable efforts to recover the Customer Data within ninety-six (96) hours of notification of loss. If Houndtowne performs recovery services for a loss of Customer Data not caused by Houndtowne, Customer agrees to pay Houndtowne's then-current time and materials rate to recover the Customer Data.

The foregoing constitutes Customer's sole and exclusive remedy for any loss of Customer Data.

4. **Access to Customer Data.** In the event Customer's access to the Service is terminated (other than for Customer's breach), Houndtowne will continue to make available to Customer a file of the Customer Data for thirty (30) days after such termination. Customer agrees and acknowledges that Houndtowne has no obligation to retain the Customer Data, and may delete such Customer Data, at any time on or after the thirty-first (31st) day following termination. Houndtowne reserves the right to withhold, remove and/or discard Customer Data, without notice, for any breach of this Agreement, including Customer's non-payment or violation of any applicable law. Upon termination for cause, Customer's right to access or use Customer Data shall immediately cease, and Houndtowne will have no obligation to maintain or provide any Customer Data.

4. Confidentiality.

1. **Confidentiality.** Each Party agrees to: (a) use the Confidential Information of the other Party only as permitted herein; and (b) restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement. The foregoing provision will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction.
2. **Exceptions.** Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5. Payment.

1. **Fees.** Customer shall pay all fees or charges set forth on the Order Form. Unless otherwise set forth therein, all payments are due within forty-five (45) days of the date of the invoice sent by Houndtowne.

All payment obligations are non-cancelable and all amounts paid are nonrefundable.

2. **Billing.** You agree to promptly notify Houndtowne of any changes to the Payment Method you provided during the Term. Houndtowne shall be entitled to withhold performance and discontinue all services until all amounts due are paid in full. Houndtowne's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States taxes based solely on Houndtowne's income. Customer agrees to provide Houndtowne with complete and accurate billing and contact information. Customer will update this information within thirty (30) days.

6. Limited Warranty and Disclaimer.

1. **Warranty.** Houndtowne warrants that it will provide the Service and any Professional Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will materially conform to Houndtowne's then current Documentation for the Service under normal use and circumstances. If Customer notifies Houndtowne of a breach, Houndtowne will reperform the nonconforming portion of the Service or Professional Services. The foregoing constitutes Customer's sole and exclusive remedy for any breach of warranty.
2. **Disclaimer.** THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS MADE FOR CUSTOMER'S BENEFIT ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL PROFESSIONAL SERVICES ARE PROVIDED "AS IS," AND HOUNDTOWNE MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY HOUNDTOWNE. HOUNDTOWNE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE.
3. **Internet Delays.** THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. HOUNDTOWNE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS OR ANY OTHER FORCE MAJEURE EVENT. HOUNDTOWNE DOES NOT WARRANT THAT THE SERVICE WILL ALWAYS BE AVAILABLE.

7. Limitation of Liability.

1. **Types of Damages.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL HOUNDTOWNE, OR ITS SUPPLIERS, BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH HOUNDTOWNE'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF HOUNDTOWNE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

IN NO EVENT SHALL HOUNDTOWNE BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

2. **Amount of Damages.** THE MAXIMUM LIABILITY OF HOUNDTOWNE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) THE FEES PAID BY CUSTOMER TO HOUNDTOWNE UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM; AND (B) ONE HUNDRED DOLLARS (\$100.00). THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE HOUNDTOWNE'S LIABILITY. IN NO EVENT SHALL HOUNDTOWNE'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.
3. **Additional Rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Customer.
4. **Basis of the Bargain.** The Parties acknowledge that the prices have been set and this Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the Parties.

8. Termination.

1. **Term.** This Agreement will commence on the Effective Date set forth on the initial Order Form and continue as long as an Order Form remains in effect, unless earlier terminated by either Customer or Houndtowne as set forth herein (the "Term").
2. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice

in the event that the other Party materially breaches the Agreement and thereafter has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

3. **Effect of Termination.** Termination of Customer's account includes: (a) removal of access to all offerings within the Service; (b) deletion of Customer's password and all related information; and (c) barring of further use of the Service. Upon expiration or termination, Customer shall promptly discontinue use of the Service. However, the sections titled IP Ownership, Payment, Customer Data, Limited Warranty and Disclaimer, Limitation of Liability, Effect of Termination and Miscellaneous will survive any termination of the Agreement.

9. Miscellaneous.

1. **Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the county in San Mateo County, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
2. **Publicity.** Houndtowne may publicly refer to Customer, including on Houndtowne's website and in sales presentations, as a Houndtowne customer and may use Customer's logo for such purposes. Similarly, Customer may publicly refer to itself as a customer of Houndtowne. Each Party hereby grants the other a limited, worldwide license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of fulfilling its obligations hereunder and as set forth in this Section 9.2. Houndtowne may also issue a press release announcing the relationship with Customer.
3. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the section titled Limited Warranty and Disclaimer.
4. **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
5. **Remedies.** The Parties acknowledge that any actual or threatened breach of the section titled Access Grant and Restrictions will constitute immediate, irreparable harm to the non-breaching Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an

appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing Party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

6. **No Assignment.** Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.
7. **Force Majeure.** Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.
8. **Independent Contractors.** Customer's relationship to Houndtowne is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Houndtowne.
9. **Notices.** Customer is responsible for updating Customer's data to provide Houndtowne with Customer's most current email address. In the event that the last email address Customer have provided to Houndtowne is not valid, or for any reason is not capable of delivering to Customer any notices required by this Agreement, Houndtowne's dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Houndtowne pursuant to this Agreement should be sent to Houndtowne at the address on the applicable Order Form, attention Chief Executive Officer.
10. **Entire Agreement.** This Agreement are the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersede and merge all prior discussions between the Parties with respect to such subject matters. Unless otherwise specifically stated: (i) the word "including" shall not be construed as terms of limitation, and shall mean "including without limitation" and (ii) any reference to days shall mean calendar days.

Houndtowne, Inc

Sumter County BOCC

Greg Lucas

Name: Greg Lucas

Title: President

07 / 15 / 2022

Name:

Title:

Addendum to Houndtowne Service Agreement

This Addendum (this “Addendum”) is entered into by and between Houndtowne, Inc. having its principal place of business at 736 College Avenue, Menlo Park, CA 94025 (“Houndtowne”) and the customer identified below (“Customer”) (each of Houndtowne and Customer, a “Party” and collectively, the “Parties”). This Addendum will become effective upon its execution by authorized representatives of both Parties (the “Effective Date”). All capitalized terms used in this Addendum and not otherwise defined herein shall have the respective meaning set forth in the Agreement.

WHEREAS, Houndtowne and Customer are Parties to the Houndtowne Service Agreement, as modified or amended (the “Agreement”); and

WHEREAS, as further described in this Addendum, Houndtowne and Customer desire to supplement the Agreement to include additional terms as set forth herein.

NOW THEREFORE, Houndtowne and Customer agree as follows:

1. Definitions

- a. “Adoption” means each transaction pursuant to which an end customer of Customer adopts (1) pet from the Customer. If an end customer adopts three (3) pets from the Customer simultaneously, each adoption is calculated as a separate transaction such that three (3) “Adoptions” have occurred.
- b. “CCPA” means the California Consumer Privacy Act of 2018 and any binding regulations promulgated thereunder.
- c. “Personal Information” means any “personal information” (as such term is defined in the CCPA) contained within the Customer Data that Houndtowne is processing in connection with performing the Service under the Agreement.
- d. For purposes of this Addendum, the terms “business,” “commercial purpose,” “processing,” “sale,” “sell,” “service provider,” and “third party” shall have the respective meanings given thereto in the CCPA.

Section 2

With respect to any Personal Information, Customer is a business and Houndtowne is a service provider. Customer represents and warrants that it shall comply with the obligations applicable to it as a business under the CCPA including as it relates to its use of the Service, processing of Personal Information, any instructions of Customer to Houndtowne relating to the processing of Personal Information, and any sale of Personal Information to another business or any third party. Customer agrees to hold harmless Houndtowne from any alleged violation of Customer’s obligations under the CCPA.

Section 3

Houndtowne shall not (a) sell any Personal Information; (b) retain, use or disclose any Personal Information for any purpose other than for the specific purpose of providing the Service; or (c) retain, use or disclose the Personal Information outside of the direct business relationship between Houndtowne and Customer. Houndtowne hereby certifies that it understands its obligations under this Section 3 and will comply with them.

Section 4

The Parties acknowledge that Houndtowne's retention, use and disclosure of Personal Information authorized by Customer's instructions documented in the Agreement are integral to Houndtowne's provision of the Service and the business relationship between the Parties.

Section 5

During the Term, Customer will not enter into any agreement with a third party that competes with or otherwise conflicts with a provider of the products, services and offerings made available through the "Shelterpay" functionality of the Service. Customer shall not engage or otherwise use any competing providers, suppliers, or vendors to offer or provide the same or similar products, services, or offerings made available through "Shelterpay".

Section 6

Customer agrees that it will endeavor to ensure that all Adoptions will be processed and concluded through the "Shelterpay" functionality of the Service, such that the adopter directly views and completes the transaction ("Eligible Transaction"). Any Adoption where the Customer (or its employees or independent contractors) completes the transaction on the adopter's behalf is not considered an "Eligible Transaction". Notwithstanding any fees set forth on the Order Form, Customer acknowledges and agrees that, except as otherwise agreed to in writing in advance by Customer and Houndtowne, in the event fewer than ninety-four percent (94%) of Customer's Adoptions are processed as Eligible Transactions in any monthly period ("Minimum Threshold"), Houndtowne has the right to charge fees in an amount equal to eighteen dollars (\$18) for each Adoption that falls below the Minimum Threshold in the applicable month. For illustrative purposes only, if Customer is below the Minimum Threshold in a given month by two (2) Adoptions, Houndtowne shall have the right to charge Customer, and Customer will pay, an additional thirty-six dollars (\$36) for such month (i.e., eighteen dollars (\$18) multiplied by two (2) Adoptions).

Section 7

Houndtowne shall have the right to suspend access to and/or terminate the Agreement upon sixty (60) days' prior written notice in the event Houndtowne determines, in its sole discretion, that Customer or any of its end customers, are accessing and/or using the Service in a manner that threatens the security or integrity of the Service or otherwise interferes with or disrupts the integrity or performance of the Service.

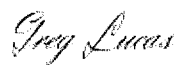
Section 8

This Addendum supplements and is made part of the Agreement. The terms of the Agreement remain in full force and effect. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control.

The Parties have caused their duly authorized representatives to execute this Addendum as of the Effective Date.

Houndtowne, Inc

Sumter County BOCC



Name: Greg Lucas

Name:

Title: President

Title:

07-15-2022