

CONSULTING SERVICES AGREEMENT

(Vida Animal Health)

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Vida Animal Health, located at 295 River Rd., Sault Ste. Marie, ON, P6A 5k9, (hereinafter "Consultant") and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement shall commence on April 1, 2024, and shall remain in effect till December 31, 2024 ("Initial Term"). At the end of the Initial Term, the parties upon mutual agreement, shall have the option to renew this Agreement for up to three (3) additional one-year terms, with the terms and conditions remaining the same.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 County agrees to pay Consultant the fees for the Services set forth in the SOW.

3.2 Unless specified otherwise in the SOW, Consultant will invoice County monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

4. Intentionally Blank

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

8. Indemnification and Insurance

8.1 INDEMNIFICATION.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER. CONSULTANT'S LIABILITY FOR INDEMNIFICATION UNDER THIS CLAUSE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO CONSULTANT UNDER THIS AGREEMENT.

8.2 INSURANCE.

Consultant shall provide and maintain, until the Services covered in this Agreement is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage

Limits of Liability

- a. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- b. Professional Liability Insurance: In the event that Consultant shall provide any advice or recommendations as it applies to veterinary services, or to the extent that such coverage applies otherwise, the Consultant shall procure at its own expense professional liability insurance for Services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omissions of the Consultant, in the amount of One Million Dollars (\$1,000,000).

Consultant, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Agreement, Consultant shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice (“Change Requests”). The nature of these changes include, but are not limited to, additions to or deletions from any Services.

All Change Requests shall be subject to the following terms:

- i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;
- ii. Any changes to the terms of this Agreement shall be reduced to a written amendment and executed by both parties prior to such changes becoming effective; and

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any amendment relating to a Change Request, the terms and conditions of this Agreement shall control.

11. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

12. General

12.1 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

12.2 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other

provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

12.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

12.5 No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

12.6 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

12.7 County's Right to Audit. Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.

12.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

12.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

12.10 No Agency Relationship & Indemnification. It is understood and agreed that Consultant shall not in any sense be considered a partner or joint venturer with the County, nor shall Consultant

hold itself out as an agent or official representative of the County. Consultant shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Consultant or failure to act relating to the Services being provided.

12.11 Foreign Terrorist Organizations. Consultant represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

12.12 Media Releases. Consultant shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

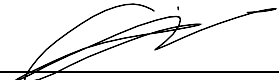
12.13 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

12.14 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

SIGNATURES TO FOLLOW

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

VIDA ANIMAL HEALTH

BY:  _____

ADDRESS: 295 River Road
Sault Ste. Marie, ON, P6A 6K9
Canada

NAME: **Gilberto Gandra** _____

TITLE: **CEO** _____

DATE: **March 19** _____, 20 **24**

WILLIAMSON COUNTY, TEXAS

BY: _____

ADDRESS: 710 S. Main Street
Ste.101
Georgetown, TX 78626

TITLE: As Presiding Officer of the Williamson
County Commissioners Court

DATE: _____, 20 _____

EXHIBIT A

STATEMENT OF WORK

1. Overview

The Vida Animal Health (Vidaah) Veterinary Teletriage Service is a real-time chat-based service for the purposes of consulting and assessing animal health concerns of caregivers from animal welfare organizations. A caregiver can include, but is not limited to a foster volunteer, a shelter staff member, or an animal control officer. Vidaah is not intended to replace a physical examination by a local veterinarian. Veterinarian support provided will vary from individual clinician contracted by Vidaah, as it would in real-life conventional practices. This teletriage service is also highly dependent on information provided by pet caregivers via chat/videos/images.

2. Description Services

Vidaah undertakes to provide to the Client and its caregivers the Services listed below in accordance with the Service Levels for the duration of the subscription agreement:

- 1.1. Twenty-four hours per day, seven days per week internet-based application services required to provide veterinarian support services and chat to the Client's caregivers for the purposes of providing general veterinarian teletriage support through the use of the Vidaah Animal Health Web Application;
- 1.2. Access to a registered veterinarian via Vidaah Animal Health Web Application;
- 1.3. Transcripts provided to the Client's admins and to the relevant Veterinarian of the outcome of each chat history provided via the Vidaah Animal Health Web Application admin dashboard;
- 1.4. Report dashboard to the Client relating to the teletriage service provided by Vidaah to the Client's caregivers such as the chat quantity, users (referred to as "Fosters" within the platform), and quantity of Vidaah Animal Health Web Application messages made by each of the Client's caregivers;
- 1.5. Conduct weekly routine checks during this Agreement with each Veterinarian to ensure quality control of the Services;
- 1.6. Provide the Client with a minimum of 24 hours notice of any scheduled maintenance that may impact the usage of the Vidaah Animal Health Web Application or teletriage service;
- 1.7. Ensure to the best of its abilities that each Veterinarian on duty at a specific time will have strong internet connectivity during the relevant Veterinarian's working shift for the purposes of this Agreement; and
- 1.8. Provide the Client and caregivers with technical support 24 hours a day any day of the year to resolve any queries or support issues relating to the Services.

Except as otherwise specified, all equipment, materials, and supplies required to carry out the services described above shall be furnished by Vidaah and shall be fit for their purpose to the reasonable satisfaction of the Client.

3. Service Levels

Severity levels, response and update times and maximum resolution times.

Severity level	Service Level Issue	Response Time	Subsequent Updates	Maximum Resolution Time
1	Vidaah Web Application is down and inaccessible to some or all users. Some or all users are unable to access the Vidaah Web Application.	15 mins	1 hour	4 days
2	Some or all users unable to use Web Chat Services within the Vidaah Application Some or all users need to wait longer than seven (7) minutes to provide Web Chat Services by a Veterinarian.	60 mins	2 hours	24 hours
3	Some or all users experiencing issues with the quality of images and videos sent/received via the Vidaah Web Chat Application.	3 hours	6 hours	2 days
4	Planned maintenance and outages.	15 mins	30 mins	2 days

4. Notifications of interruptions

We take service interruptions very seriously and strive to always reduce and mitigate issues. Please contact us at support@vidaah.vet if you encounter any issues or have any questions. We also maintain 2 main channels of communication when we are actively engaged in an issue. Status page - <https://status.vidaah.vet/>

As soon as a report is caught by our monitoring tools or is verified by our support workflows we will update our status page with communication on the investigation and remediation steps being taken. Anyone who has subscribed to updates will receive a notification. Once resolved we will also close the incident and conduct an incident root cause analysis to ensure we prevent future incidents. Access to the status page can be accessed from error messages within the application, our support email communications, and the Vidaah website.

In Vidaah App notifications

Inside our partner and foster/supporter applications, we use our banner notification system to communicate instantly with our users. Notices can include links for further information to get more help or direct links to our status page for documented responses to an incident.

5. Pricing & Overages

All pricing includes unlimited user logins and Administrator logins. The administrator dashboard provides secure privileges including full historical, time-stamped consult dialogues, usage and engagement metrics, and user management. Monthly overages are calculated by calendar month and provide the Client the opportunity to upgrade retroactively or pay for the additional chats whichever is lower cost. Vidaah will continue to answer calls, regardless of whether or not you have surpassed your service level agreement quota. Billing is based on calendar months and charged on the first calendar day preceding service.

Product	Consults Included per month	Monthly Fee	Additional fee per Consult
Starter	10	\$300	\$24
Pro	25	\$600	\$18
Super Pro	50	\$900	\$15

Client elects to utilize the Pro Service Level. The total fee payable by the Client pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of Ten Thousand Dollars (\$10,000) per term.

6. Modifications to Terms & Conditions

The Vidaah reserves the right to update these terms with a minimum of Sixty (60) day notice. The continued use of the Vidaah Animal Health Web Application by the User after changes implies acceptance of the new terms.