



HOME AGAIN SHELTER AGREEMENT

This Home Again Shelter Agreement (“**Agreement**”), effective as of June 1, 2018 (“**Effective Date**”), is between Intervet Inc., d/b/a HomeAgain, 2 Giralda Farms, Madison, NJ 07940 (“**Home Again**”), and the animal shelter or other animal care facility listed below (“**Shelter**”). HomeAgain represents and warrants that it is the successor-in-interest to Schering-Plough HomeAgain, LLC and any and all references to Schering-Plough HomeAgain LLC in this Agreement, HomeAgain’s marketing materials, HomeAgain’s website, any Customer License Agreement and any other documents relating to this Agreement will apply *pari passu* to Intervet Inc.

1. **Shelter Data and Software.** Shelter participates in the microchip implantation and pet recovery services offered by Home Again (“**HomeAgain® Program**”). Shelter agrees to allow Home Again and its business partner, Shelter Management Pty Ltd, and its affiliates (collectively, “**SMPL**”), to access and collect data about Shelter’s clients and their pets (“**Shelter Data**”) through the use of certain software supplied by SMPL (“**Software**”). Effective as of the same Effective Date of this agreement, Shelter and SMPL will enter into a Customer License Agreement (“**License Agreement**”) for the provision of the Software described therein, commonly known as “**Shelter Buddy**”. **HOME AGAIN WILL HAVE NO LIABILITY TO SHELTER ARISING OUT OF OR RELATING TO THE SOFTWARE AND/OR ITS INSTALLATION, USE, MAINTENANCE, INTERFACE, SUPPORT OR PERFORMANCE.**
2. **Requirements.**
 - 2.1 Subject to meeting the requirements set forth in Section 2.2, Home Again will (i) pay (on Shelter’s behalf) SMPL’s monthly fee for standard maintenance, hosting and customer support for the Software for the term of this Agreement as long as the shelter meets the minimum enrollment requirement as set forth in 2.2(h) below, and (ii) pay (on Shelter’s behalf) all services defined in Appendix A (collectively, the “**Start-Up and Ongoing Costs**”). Shelter may request from SMPL additional services, the cost of which will be the responsibility of Shelter which include, but are not limited to, the services listed in Appendix B.
 - 2.2 In exchange for the payment by Home Again pursuant to Section 2.1, Shelter agrees:
 - (a) to purchase exclusively the HomeAgain® brand microchips with prepaid enrollments;
 - (b) that prior to adoption each dog and cat will be implanted with a microchip;
 - (c) to provide to Home Again, daily during the term of this Agreement, pet owner contact information, alternate contact information, and pet information including microchip identification number (“**Enrollment Data**”) for each adopted dog and cat;
 - (d) to enroll HomeAgain® brand microchips exclusively in the HomeAgain® Pet Recovery Service;
 - (e) to begin sending Enrollment Data to Home Again for adopted dogs and cats within 90 days from the Effective Date;
 - (f) to send to Home Again each update of pet owner contact information using the Software;
 - (g) to be invoiced \$9.99 for each new Home Again enrollment that is not a Home Again prepaid enrollment and to pay in full each invoiced amount within 30 days from the date of receipt;
 - (h) to enroll in the HomeAgain® Program a minimum of 800 enrollments in each calendar year during the term of this Agreement; provided, however, that in the event enrollments fall below an annual average of 800 enrollments for two (2) consecutive years then Shelter and HomeAgain® will meet and discuss in good faith a mutually acceptable resolution;
 - (i) to include the following statement in the adoption contract/receipt (and owner redemption receipt if Shelter chooses to send Enrollment Data for pets returned to an owner): “*Your pet is implanted with a microchip and will be enrolled in the HomeAgain® Pet Recovery Service. For that reason, we share your contact and pet information with Home Again, which provides pet recovery and wellness services. Your contact information will be retained and used by Home Again solely for the purpose of delivering the services and products under the HomeAgain® Program. For more information on the HomeAgain® Program, please visit www.homeagain.com.*”;
 - (j) if Shelter has a public-facing website, to include in such website a link to www.homeagain.com; and
 - (k) to launch the HomeAgain® Program at the Shelter’s facility(ies) within 90 days from the Effective Date. As used in this Agreement, a Shelter will be deemed to have “launched” the service at the time that Home Again begins receiving pet enrollments that originate from the Shelter.
 - 2.3 If Shelter fails to launch the service within 90 days from the Effective Date, Home Again will be entitled to recover from the Shelter the Start-Up Costs paid on Shelter’s behalf pursuant to Section 2.1 of this Agreement.

3. Ownership.

3.1 Ownership Rights and License. As between Home Again and Shelter, Shelter will own all right, title and interest in and to the Shelter Data that is collected from Shelter using the Software, except that Home Again will have the right to use such Shelter Data as provided in Section 3.2 below. Shelter hereby grants to Home Again a non-exclusive, worldwide, irrevocable, perpetual, royalty-free, fully paid-up license to use the Shelter Data for the purposes set forth in this Agreement.

3.2 Use of Shelter Data. Home Again will not sell or rent any Shelter Data obtained from Shelter. Please consult our Privacy Notice which may be found online at www.homeagain.com to understand the ways in which we collect, use, and disclose personal information.

4. Term and Termination. The initial term of this Agreement will begin on the Effective Date and will continue for 1 year(s) following the date that the Shelter is deemed to have "launched" the service under Section 2.2(m)("Initial Term"). Following the Initial Term this Agreement will automatically continue in force on at "at-will" basis, and may be terminated by either party without cause upon 30 days prior written notice to the other party. In addition, this Agreement may be terminated (either during the Initial Term or thereafter) by either party immediately upon written notice to the other party in the event of a material breach, which the breaching party fails to cure promptly. The provisions of Sections 3, 5, and 7 will survive the expiration or termination of this Agreement.

5. Confidentiality. Home Again and Shelter agree to be bound by the terms and conditions and privacy policy, as amended from time to time, set forth on the homeagain.com website.

6. Notices. All notices and other communications provided for herein shall be in writing addressed as set forth on the signature page hereof and shall be deemed delivered (a) upon personal delivery, (b) one day after being sent by facsimile with telephone confirmation of receipt, or (c) one day after being sent by a recognized express courier service that maintains records of receipt.

7. Arbitration of Disputes. Any dispute arising out of or in connection with this Agreement must be asserted within 1 year from the date the material facts giving rise to such dispute have occurred and will be resolved by arbitration in accordance with the then-current Rules of the American Arbitration Association, by a sole arbitrator. The place of arbitration will be Newark, New Jersey, or such other place as may be agreed by the parties. The arbitrator will have no authority to award punitive or exemplary damages or any other monetary damages not measured by the prevailing party's actual damages.

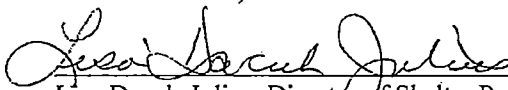
8. Governing Law; Amendment; Entire Agreement; Etc. This Agreement: (b) may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument; (c) may be amended or supplemented only by written instrument signed by each of the parties hereto; (d) does not create a partnership, joint venture, agency, employment or other similar relationship between the Parties or authorize a Party to waive any right, or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other party; (e) shall not be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy, or claim under or in respect of this Agreement or any provision hereof; and (f) constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto.

BY SIGNING THE FOREGOING HOME AGAIN SHELTER AGREEMENT, SHELTER ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS.

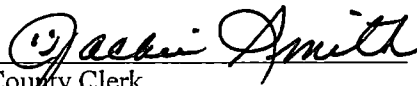
NEWTON COUNTY, GEORGIA

INTERVET, INC.

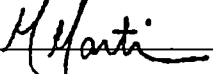

By: Marcello Banes, Chairman Board of Commissioners

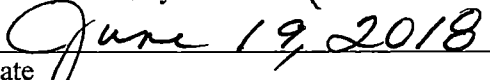

Lisa Dacuk-Julius, Director of Shelter Programs

Attest:


County Clerk

Approved as to form:


County Attorney


Date

APPENDIX A

START-UP COSTS

Item	Description	Retail price	Cost to shelter
Shelter Buddy software	Needs assessment interview Database customization Onsite training	\$20,000 and up	Free

MONTHLY COSTS

Monthly maintenance fees	Database hosting services Nightly backups, retained for 10 days 24 x 7 toll-free support	\$2,500 / year	Free
Ongoing technical support	Online support Free phone and email assistance Easy to read hardcopy manuals	\$2,500 / year	Free

APPENDIX B – SMPL ADDITIONAL SERVICES

Item	Description	Retail Price
Electronic Signature Capture	This price is for the Electronic Signature capture module which allows you to use Ipads or tablet devices to capture signatures and reduce the need for paper copies, there is a once off setup charge of \$1,250.00.	\$1,250.00
Lost and Found Public Site	This site is designed for the active interface for the public with the animals, be it lost, found or adoption animals The site can be customized to reflect the customer's current website "look". There is an additional monthly charge based on the animal numbers. (Table at end of this document)	\$2,940.00
API Data Feed	An API data feed that can be used to provide the adoption animal data so organisations can build their own adoption sites. There is an additional monthly charge based on the animal numbers. (Table at end of this document)	\$1,865.00
Virtual Shelter	Virtual Shelter is supplied as part of the standard PRO installation however the electronic digitizing of a shelter plan or drawing supplied by the customer varies in price depending on its complexity and detail. We are currently building an administration section for this feature and when it's completed Home Again staff will be able to set virtual shelter up themselves as part of the implementation process. The admin module should be available by April 2015.	\$950.00 - \$1,800.00
Pawfect Photos	One of the most important issues in adopting animals or matching lost and found animals is accurate photos yet this is often overlooked by many shelters due to what can be a timely and cumbersome process. Shelter buddy now has what we believe the best solution on the market. Simply using one of our many recommended easily available digital cameras and purchasing the wifi equipment through Shelter Buddy enables users to easily upload photos of animals seamlessly directly onto the Shelterbuddy animal record. The price includes 1 wifi card, software and network configuration. We can supply a list of compatible digital cameras that can be purchased locally.	\$1,695.00
Boarding Module	A comprehensive boarding module	\$2,880.00
Intranet	Intranet specifically developed for use in an animal welfare organization with features like breed training, etc.	\$2,945.00
Advanced Animal Training Module	A comprehensive and enhanced Animal training module.	\$2,650.00
Adhoc reporting	An adhoc reporting tool option "Active Reports Server" is available. There is an additional monthly charge based on the animal numbers at the end of this document. http://www.youtube.com/watch?v=TSUoEhueuOI	\$2,875.00 - \$7,800
On Line Licensing (Available TBD)	A module that allows the public to license their animals over the internet which is completely integrated with Shelter Buddy. The system is mobile phone ready and has features specifically designed for enquiries by rangers and animal control officers in the field.	\$5,080.00 Plus a monthly charge as per the table below. The monthly charge is based on the number of licenses issued.

Item	Description	Retail Price
EzyVet Module (Available TBD)	The Ezyvet module is a full service veterinary clinic software package suitable for complex shelter operations or private and public veterinary clinics. The software is integrated with Shelterbuddy and provides access and integration to other systems such as Smartflow software and Xero cloud based accounting software. The Ezyvet system contains a comprehensive POS system.	Based on Users, as a guide, \$2,500 - \$10,000 implementation fee then \$40.00 - \$70.00 per month per user.
Data Conversions	Data conversions and data up loads all need to be priced individually and normally are at least 25 hours.	\$150.00 per hour
Data Conversion - Adopt-a-Friend	A standard Adopt-a-Friend conversion with no more than three years history, 100,000 animal records and 100,000 person records from the standard Adopt-a-Friend data extraction. **Any change to these parameters would be a minimum of \$2,000 extra**	\$8,000.00
Data Conversion - Petpoint	A standard PetPoint conversion with no more than three years history, 100,000 animal records and 100,000 person records from the standard PetPoint data extraction. **Any change to these parameters would be a minimum of \$2,000 extra**	\$8,000.00
Data Conversion - Chameleon	A standard Chameleon conversion with no more than three years history, 100,000 animal records and 100,000 person records from the standard Chameleon data extraction. **Any change to these parameters would be a minimum of \$3,000 extra**	\$9,000.00
Advanced Volunteer Module with web sign on.	An advanced volunteer module that allows the full management of your volunteers and a web login in so volunteers can sign on, roster and request training all seamlessly and automatically based on their approved training and skillset. This module comes with a range of reports.	\$1,800.00 - \$15,000.00
Mapping	Using 3rd party software and tools from Google mapping functionality is available throughout the system which is especially useful in the Dispatch module and for routing. There is a once off setup cost then a monthly price based on estimated page views. In the administration section there is a counter that customers can monitor their usage and once their limit is reached the feature will turn off till reactivated.	\$1,835.00 Setup and either \$69.00 per month or \$99.00 per month based on page views.
POS System (Available TBD)	A third party POS system that is integrated within Shelterbuddy is available and a detailed quote would be provided separately however approximate costs are; This module will be available April 2016	\$296.00 per month Plus \$49.00 per month per active cash drawer

Item	Description	Retail Price												
Kennel Digital Displays – Programming and Network Setup	<p>Kennel Digital Displays – Programming and Network Setup - \$2,000 plus GST</p> <p>Computers are wired into the network using Copper Ethernet. The monitors are mounted using standard Vesa 100x100 Vesa wall mount, wall mount to be sourced by Client. In Australia, Kogan (www.kogan.com.au) wall mounts have been used with success in the past; however it is also needed to source right angle power cables (from www.jaycar.com.au) to fit properly.</p>	\$2,300.00												
Kennel Digital Displays - Hardware	<p>Hardware required per Kennel:- Customer needs to do the following.</p> <p>Computers are wired into the network using Copper Ethernet. The monitors are mounted using standard Vesa 100x100 Vesa wall mount, wall mount to be sourced by Client. In Australia, Kogan (www.kogan.com.au) wall mounts have been used with success in the past; however it is also needed to source right angle power cables (from www.jaycar.com.au) to fit properly all depending on the actual kennel configuration. The Shelter Buddy Network support team can help with further advice on this.</p> <p>Electronic Hardware required per Kennel:-</p> <p>Mini Computer</p> <table data-bbox="446 846 1198 989"> <tr> <td>Zotac Zbox Nano AD12 Mini-PC</td> <td>\$545.00 ex gst</td> </tr> <tr> <td>4GB Ram</td> <td>\$510.00 ex gst for 10 or more.</td> </tr> <tr> <td>8GB Class 10 SD Card</td> <td></td> </tr> <tr> <td>HDMI to DVI Adaptor</td> <td></td> </tr> </table> <p>Monitor Options</p> <table data-bbox="446 1074 1047 1138"> <tr> <td>Phillips 21.5" Monitor</td> <td>\$177.00 ex gst</td> </tr> <tr> <td>Phillips 24" Monitor</td> <td>\$190.00 ex gst</td> </tr> </table> <p>The monitor options above are recommended and validated for use with the Zotac Zbox. Other monitors should work; the resolution must be either 1366x766 or 1920x1080 and must support HDMI or DVI connectivity.</p> <p>If a monitor/computer is moved to a different location, new configuration will be required to recognise the correct kennel and this is at a cost of \$25.00 each.</p> <p>A suitable monitor mount is not included as this depends on the actual kennel design.</p>	Zotac Zbox Nano AD12 Mini-PC	\$545.00 ex gst	4GB Ram	\$510.00 ex gst for 10 or more.	8GB Class 10 SD Card		HDMI to DVI Adaptor		Phillips 21.5" Monitor	\$177.00 ex gst	Phillips 24" Monitor	\$190.00 ex gst	\$545.00
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Item	Description	Retail Price
Touchmate Desktop	<p>The ALPHA is a small, compact desktop or wall mounted kiosk designed for use in environments where both small footprint and lower cost are requirements. The kiosk is available in either a white or black enclosure and can be equipped with a wide variety of peripheral devices and unit options.</p> <p>The ALPHA kiosk is available with either a 15 or 17-inch LCD touchscreen display. Other flexible features include Touchscreen: We use 3M capacitive touch or Zytronic (secure touch) fitted to a 17inch Open frame LCD panel. This is a high quality capacitive touch solution, it is not prone to failure and provides a durable, clear and responsive touch solution.</p> <p>PC: A choice of our standard Intel Core 2 Duo processor, the new iCore processors.</p> <p>Available options: - Onsite support Warranty - Barcode scanner - Printers - Card Readers</p> <p>Standard Warranty: 2-year return to base on all supplied internal components.</p> <p><i>**This kiosk is only available if the customer has purchased and using the Shelter buddy Public site module or the XML data feed option. **</i></p>	\$2950.00 plus freight
Touchmate Kiosk	<p>Touchscreen: We use 3M capacitive touch or Zytronic (secure touch) fitted to a 17inch Open frame LCD panel. This is a high quality capacitive touch solution; it is not prone to failure and provides a durable, clear and responsive touch solution.</p> <p>PC: The kiosk would come with a Touchmate Industrial PC. The standard PC is:</p> <ul style="list-style-type: none"> - Pentium Core 2 duo 2.5ghz processor - 2gb of RAM - 160gb Hard drive (sata 2) - 450 watt Power supply - Windows XP pro <p>Console: Manufactured out of steel the unit has an extremely durable scratch resistant powdercoat finish, which is available in virtually any colour.</p> <p>Available options: Onsite support Warranty - Signage - Stainless Steel panels - Printers - Card Readers - Bar code scanner</p> <p>Standard Warranty: 2-year return to base on all supplied internal components.</p> <ul style="list-style-type: none"> 1 x Kiosk shell (in your choice of color) 1 x 17inch Touch monitor 1 x Industrial PC 1 x Facia Panel 2 x magnetic shielded speakers 1 x rear cover panel <p><i>**This kiosk is only available if the customer has purchased and using the Shelter buddy Public site module or XML feed. **</i></p>	\$3950.00 plus freight

Total Shelter Animal Numbers per year	Monthly Fee for Lost, Found and Adoption Site. This is the same table as used for the on line licensing pricing based on number of licenses issued.
1 - 200	\$40.00
200 - 400	\$45.00
400 - 800	\$55.00
800 - 1,600	\$65.00
1,600 - 3,000	\$75.00
3,000 - 6,000	\$99.00
6,000 - 12,000	\$145.00
12,000 - 18,000	\$180.00
18,000 - 25,000	\$220.00
25,000 - 40,000	\$265.00
40,000 - 60,000	\$295.00
60,000 - 80,000	\$385.00
80,000 - 100,000	\$425.00
100,000 - 120,000	\$495.00

Agreement Supplement – Home Again

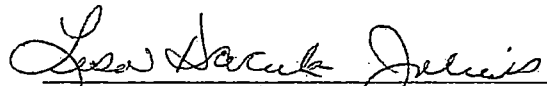
1. Priority of Supplement: This Supplement is attached to the Home Again Shelter Agreement (“Agreement”) between Newton County, Georgia (“Shelter”) and Intervet Inc. d/b/a HomeAgain (“HomeAgain”). The provisions of the Supplement control over any contrary provisions found in the Agreement and any other document that is incorporated by reference into the Agreement.
2. Price of Microchips: The parties acknowledge that the current price of HomeAgain brand microchips (including prepaid enrollment) is \$9.99 and Shelter has budgeted based on that price. If HomeAgain raises the price of the chips by more than \$2.00 during the Initial Term, the Shelter will have the right to terminate the Agreement without penalty.
3. Minimum Enrollment Prorated: The calendar year minimum enrollment requirement set forth in Section 2.2(h) shall be prorated based on the number of months in which this Agreement is in effect. Accordingly, the Shelter shall have an obligation to enroll a minimum of 400 HomeAgain participants in the period July 1, 2018 through December 31, 2018.
4. Statutory Auto-Termination: In order to comply with the requirements of O.C.G.A. § 36-60-13, the parties acknowledge that HomeAgain Program will be deemed to have “launched,” and the Initial Term of the agreement will begin, on the first day of the Shelter’s fiscal year, July 1, 2018. Because the Initial Term will coincide with the Shelter’s fiscal year and the Shelter may terminate the Agreement for convenience after the Initial Term, the parties acknowledge that the Agreement complies with the multi-year contracting requirements of O.C.G.A. § 36-60-13(a)(1). Title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the Shelter.
5. Arbitration: Notwithstanding any contrary language in the Agreement, Shelter will not be required to participate in arbitration to resolve any dispute arising out of the Agreement. However, Shelter agrees to participate in good faith in mediation or any other reasonable alternative dispute resolution method requested by HomeAgain, before pursuing litigation. Shelter hereby waives its right to damages other than its actual damages, including any punitive or exemplary damages.
6. E-Verify Requirements: The parties agree that the Agreement does not involve the “physical performance of services” as defined by O.C.G.A. § 13-10-90.
7. Nondiscrimination: In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, HomeAgain agrees that, during performance of this Agreement, for itself, its assignees and successors in interest, it will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, HomeAgain agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

8. Compliance with the Georgia Open Records Act: Certain information provided by Shelter to HomeAgain may be considered public records under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.) and HomeAgain agrees to comply with that Act if required by law.
9. Authority to Contract: The individual executing the Agreement on behalf of each party covenants and declares that he/she has obtained all necessary approvals of the necessary board of directors, stockholders, board of commissioners, general partners, limited partners or similar authorities to simultaneously execute and bind the party to the terms of this Agreement.

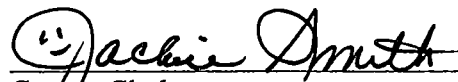
NEWTON COUNTY, GEORGIA

INTERVET INC.


By: Marcello Banes, Chairman

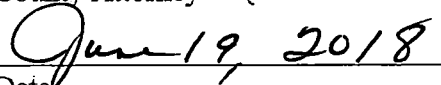

Lisa Dacuk-Julius, Director of Shelter Programs

Attest:


County Clerk

Approved as to form:


County Attorney


Date

