

## SERVICE AND LICENSE AGREEMENT

This Service and License Agreement (the "Agreement") is entered into by and between Virtual Imprints, LLC a Washington limited liability company ("Company"), and \_\_\_\_\_, ("Client,") (each a "Party" and collectively the "Parties")

### RECITALS

WHEREAS, the Parties desire to enter into this Agreement for the licensing of software by Company to Client and to facilitate the acquisition by Client of certain of Company's services, under the terms and conditions set forth herein, including access to the Virtual Imprints Internet-based software (the "Product") which allows professional pet sitters to communicate arrival and departure times and notes of pet sitting visits using Quick Response ("QR") codes and mobile phones to interact with the Product website;

WHEREAS, each Party is duly authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and for other valuable consideration hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

**1. SERVICE.** Company agrees to provide to Client the Service, which shall be defined as all labor, materials or services set forth under this Agreement, including but not limited to, the provision of the Product, Training and Support Services, and Additional Support.

**1.1. Introductory Service Package.** Company agrees to provide the Introductory Service Package to Client which shall include:

- Fifteen (15) QR customized scan cards
- A unique Company Profile
- Access to the Product website with a unique login profile
- Instructions for using the Product
- Two months of service
- Sixty minutes of phone support to set up your account and walk through the Product
- Email technical support for ninety (90) days

**1.2. Training and Support Services.** Company shall provide Training and Support Services to Client as described in Section 1.1. Such Training and Support Services shall include phone support to assist you in setting up your account and learning the Product system and email technical support covering how to properly access and use the Product. The Training and Support Services shall be provided during the first ninety (90) day period of this Agreement.

**1.3. Additional Support.** From time to time, after the initial ninety (90) day period has elapsed, Client may request additional Training and Support Services. To the extent Company agrees to provide the requested Additional Support, Client agrees to pay Company for the additional time needed to provide the Additional Support. The fee for the Additional Support will be determined on a case-by-case scenario, and shall be identified in an amendment to this Agreement or a separate written agreement signed by each Party. Please contact Company at [support@virtualimprints.com](mailto:support@virtualimprints.com) to request Additional Support beyond the ninety (90) day period.

2. **LICENSE GRANT.** Company hereby grants to Client, for use by Client's employees and contractors, a non-exclusive, universal, royalty-free, fully paid, worldwide, license to load, store, execute, display, use and operate the Product, including any Product software subsequently made available by Company in furtherance of Client's use in the ordinary course of business.

3. **SCOPE OF LICENSE.** The Product is licensed. This Agreement provides Client limited rights to use the Product during the Subscription Period. Company reserves all other rights. Client may use the Product only as expressly permitted in this Agreement. In doing so, Client must comply with any technical limitations of the Product that allow it to be used only in certain ways and for certain purposes. **Client may not:**

- (1) Work around any technical limitations in the Product without prior written approval from Company;
- (2) Use components of the Product for other purposes;
- (3) Fabricate additional Scan Cards;
- (4) Publish any or part of the Product software for others to copy;
- (5) Rent, lease, or lend the Product;
- (6) Transfer the Product or this Agreement to any third party; or
- (7) Modify, disassemble, decompile or reverse engineer the Product or any part thereof except as permitted herein or by applicable law.

#### 4. **SUBSCRIPTION, PRICING AND PAYMENTS**

4.1. **SUPSCRIPTION PERIOD.** The Agreement shall constitute a monthly subscription to the Service, and shall remain in effect from date of latest signature until terminated according to the procedures set forth in Section 13. Client shall have on-going access to the Product during the Subscription Period

4.2. **INTRODUCTORY FEE.** Company agrees to provide the Introductory Service Package for a one-time fee of \$99. The one-time fee is waived for Clients who successfully participated and completed the initial beta testing phase. Payment for the Introductory Fee shall be due and payable on execution of this Agreement and the monthly service fee for the first two months of Service shall be included in such payment.

4.3. **PRICING PLAN.** Client agrees to pay the monthly service fee for on-going access to the Product website according to the pricing terms set forth on the Product website at <http://www.virtualimprints.com>, which is incorporated herein with this reference. Company has the right to increase or decrease fees for future services, upon giving Client thirty (30) days notice of any fee adjustment by email.

4.4. **PAYMENT.** Monthly service fees are due on the 1<sup>st</sup> of the month. Client agrees to make and schedule automatic monthly payments via Paypal. Service may be interrupted/discontinued if automatic payment is not setup via Paypal within the introductory period.

4.5. **LATE FEES/NON-PAYMENTS.** Client agrees to pay a one (1) percent late fee for payments received thirty (30) days past the due date. If your account is referred to a collection agency, you agree to pay all costs including but not limited to collection agency costs, court costs and reasonable attorney fees

5. **CLIENT OBLIGATIONS.** Client agrees to undertake the following actions:

5.1. Ensure all employees and contractors who will use the Service ("Users") have access to GPS and Data enabled cell phones to scan the Scan Cards;

5.2. Allow Company to access information transmitted by scanning the Scan Cards, to access information contained in Client's Company Profile on the Product website, and to provide, on an ongoing basis,

feedback in the form of reports of any problems or website errors Client experiences while using the Product;

- 6. EQUIPMENT.** Company will provide Client with Scan Cards, as described in Section 7 below, and access to the Product website through a Company Profile with login information unique to the Client. Company will resolve website errors or problems relating to the Product software. Any and all equipment necessary for Client to use the Product, including but not limited to, cellular phones, keyboards, computers, and any out-of-pocket expenses for connecting to the system, such as cellular phone data plans and Internet access, are Client's sole responsibility and not the responsibility of Company.

**7. SCAN CARDS.**

- 7.1.** Company will provide Client with fifteen (15) Scan Cards which will be customized with Client information, including logo, phone number, website and email address. Scan Cards are the property of the Client upon receipt.
- 7.2.** Client agrees to provide Company with the information required to prepare customized Scan Cards. Company will then prepare a proof of the customized Scan Card and email it to Client for review and approval. After approval has been received by Company, Client's Scan Cards will be produced.
- 7.3.** During the Subscription Period, Client may order additional and/or replacement Scan Cards at a cost of three dollars (\$3.00) per Scan Card. Shipping charges will be billed to Client for any order under 15 scan cards. Client will be charged for any applicable sales tax.
- 7.4.** Scan Cards are produced and shipped on the Tenth (10<sup>th</sup>) and Twenty-Fifth (25<sup>th</sup>) of each month ("Production Dates").
- 7.5.** Payment is due and payable upon order confirmation. Upon receipt of payment, the Scan Cards will be produced and shipped on the next Production Date.
- 7.6.** Client may cancel an order at any time prior to the applicable Production Date by emailing a cancellation request to Company. Client will receive a refund if the cancellation request is received prior to the Production Date.
- 7.7.** Scan Card charges are not refundable after production.

**8. INVENTORY LABELS.**

- 8.1.** During the Subscription Period, Client may order Inventory Labels corresponding to Client's customized Scan Cards. QR labels will be produced to pair with the QR scan-in and scan-out ID.
- 8.2.** The cost for a set of Inventory Labels is twenty-five cents (\$0.25). A set includes 2 labels (1 "In" and 1 "Out" labels.) Shipping charges will be billed to Client for any order under 15 sets. Client will be charged for any applicable sales tax.
- 8.3.** Inventory Labels are produced and shipped on the Tenth (10<sup>th</sup>) and Twenty-Fifth (25<sup>th</sup>) of each month ("Production Dates").
- 8.4.** Payment is due and payable upon order confirmation. Upon receipt of payment, the Inventory Labels will be produced and shipped on the next Production Date.

**8.5.** Client may cancel an order at any time prior to the Production Date by emailing a cancellation request to Company. Client will receive a refund if the cancellation request is received prior to the Production Date.

**8.6.** Charges for Inventory Labels are not refundable after production.

**9. LOCATION INFORMATION.** When Client's Users arrive at a pet sitting customer home, the User will use a mobile phone to scan an arrival QR code embedded in the Scan Card, and at the end of a visit, the User will use a mobile phone to scan the departure QR code on the Scan Card. When either the arrival or departure codes are scanned, the User's location information will be transmitted if GPS location services are enabled on the User's phone. Client understands Company will have access to information gathered by the Product during the Subscription Period, including but not limited to the arrival time, information transmitted by each User's mobile phone related to location (if using a GPS-enabled phone), and departure time.

**10. LOCATION INFORMATION DISCLAIMER:** Due to variations in Internet speed and availability, Company makes no guarantees regarding the precision and accuracy of GPS information and time stamps. The Product is not designed to and does not track the location of Client's Users for the duration a pet sitting visit; it tracks only the location at the moment the Scan Cards are scanned.

**11. USE OF INFORMATION.** Company may use the information related to the Product transmitted by Client, including location, time or other information transmitted by scanning Scan Cards, use of the Product, error reports, and direct Client feedback, in any way and for any lawful purpose.

**12. DATA RETENTION POLICY.** Company will store any images and videos taken during pet visits and transmitted to the Product website for a sixty (60) day period and will retain arrival and departure scans and notes data for a period of two (2) years. After the applicable sixty (60) day or two (2) year period ends, the data will be deleted. Client is responsible for downloading these files before expiration of the applicable sixty (60) day or two (2) year period in order to retain such data. Company has no further obligation to retain information transmitted by Client, including information related to arrival or departure scans or location information.

### **13. TERMINATION.**

**13.1. By Company.** Company may terminate this Agreement and accounts associated with Client at any time and without notice should you violate the terms of this Agreement. Company may terminate this Agreement with thirty (30) days' written notice to the notice address for Client provided in this Agreement if Company ceases to offer the Service, merges with another company, or ceases to exist as a company. If Company terminates this Agreement, Company agrees to refund Client any funds prepaid to Company for a period during which Client did not receive access to the Service.

**13.2. By Client.** Client may terminate this Agreement with written notice on or before the 15<sup>th</sup> day of the month prior to the month of termination sent to Company by email at [customerservice@virtualimprints.com](mailto:customerservice@virtualimprints.com). In addition, Client may terminate this Agreement without notice if Company is no longer able to provide the Service described in this Agreement.

**14. MODIFICATIONS TO THE SERVICE.** Company reserves the right, at any time or from time to time, to modify, suspend or discontinue the Service (or any part thereof), temporarily or permanently, for any reason, with or without notice to you. For example, Company may make changes to improve the Service or may stop providing the Service (or a portion thereof) if, for example, it is no longer feasible to provide the Service (or any part thereof), agreements with third parties no longer permit us to make the Service available, or external issues arise that make it imprudent or impractical to continue. Without limiting the foregoing, Company may provide notice of any such changes via email or by posting them on its website at

<http://www.virtualimprints.com>. Company's liability to you or to any third party for any modification, suspension or discontinuance of the Service shall be limited according to the terms provided herein. You acknowledge that Company has no express or implied obligation to provide, or continue to provide, the Service, or any part thereof, now or in the future.

## **15. CONFIDENTIALITY.**

**15.1. Obligations.** During the term of this Agreement, both Parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information disclosed by either Company or Client ("Disclosing Party") to the other party ("Recipient") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

**15.2. Exclusions.** Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

**16. INTELLECTUAL PROPERTY RIGHTS.** Company welcomes suggestions and/or feedback for Product improvements. However, Client acknowledges that Company is free to use any suggestions and/or feedback Client and or its Users provide for any purpose, unless otherwise provided in writing. Company shall own all right, title and interest in and to the Product, including without limitation all intellectual property rights, and such rights are protected by U.S. and international intellectual property laws. Client agrees that its employees, contractors, Users and agents will not copy, reproduce, alter, modify, or create derivative works from the Product.

**17. DISCLAIMER OF WARRANTIES.** The Product is licensed "as-is." Client bears the risk of using it. Company gives no express warranties, guarantees or conditions except as provided in this Agreement.

**18. 30 DAY MONEY BACK GUARANTEE.** Client may terminate this Agreement for any reason and receive a full refund within thirty (30) days from the Effective date by emailing [customerservice@virtualimprints.com](mailto:customerservice@virtualimprints.com). To receive a full refund of the Introductory Package Fee Client must demonstrate completion of the following within thirty days from the Effective Date:

- (1) Two (2) or more Users have been assigned to use the Product during the thirty (30) day period;
- (2) Use of the Product in at least ten (10) individual homes of Client's pet sitting customers;
- (3) Performance of an internal field test of the Product commencing within seven (7) days of customized QR Scan Cards and continuing for three (3) weeks in duration;
- (4) Following the initial internal test, assignment of at least three (3) pet sitting customers to receive all three (3) emails sent by the Product during a standard visit; and

(5) Ensure all Users have GPS & data enabled cell phones to scan the Scan Cards;

**19. LIABILITY DISCLAIMER.** The Product is licensed to Client for its intended use of monitoring home pet sitting visits by professional pet sitters. Company shall not be not liable for the actions of Client in the use of the Product.

**20. INDEMNITY.**

**20.1. Client Indemnity.** Client shall indemnify, defend and hold Company harmless from and against any and all claims brought by any third party against Company arising out of or related to Client's use of the Service purchased hereunder, including (i) any claim arising out of or related to any warranty made by or on behalf of Client to its customers that expands any warranties provided herein or fails to limit any liability as provided herein or (ii) any breach of this Agreement by Client; provided, Company: (a) gives prompt written notice to Customer of the institution of the suit or proceedings; and (b) permits Client through its counsel to defend the same and gives Client all needed information, assistance and authority to enable Client to do so.

**20.2. Company Indemnity.** Subject to the limitations herein, Company shall defend any suit or proceeding brought against Client if it is based on a claim that any Service furnished hereunder constitutes an infringement of any third party copyright, trade secret or United States patent issued as of the date hereof, provided Company is promptly notified in writing by Client and is given full and complete authority, information and assistance (at Company's expense) for defense of same. Company shall pay damages and costs therein finally awarded against Client but shall not be responsible for any compromise or settlement made without its written consent. In providing such defense, or in the event that such Service is held to infringe or the use of such Service is enjoined, Company shall have the right in its sole discretion to obtain the right to continue using such Service, modify such Service so that it becomes noninfringing, or require the termination of this Agreement and refund to Client the purchase price paid by Client to Company for such Service. Company's indemnity does not extend to claims of infringement arising from Company's compliance with Client's design, specifications or instructions or the modification of the Service by parties other than Company. THE FOREGOING REMEDY IS EXCLUSIVE AND CONSTITUTES COMPANY'S SOLE OBLIGATION FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

**21. ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the Parties hereto related to the subject matter hereof. Any prior agreements, promises, negotiations or representations, whether oral or written, not expressly set forth in this Agreement are superseded and of no force and effect. This Agreement may be modified only in a writing signed by the Parties. There are no oral or written collateral representations, agreements or understandings except as provided herein. Each Party acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained in this Agreement.

**22. SEVERABILITY.** This Agreement does not violate any known federal or state statute, rule, regulation or common law. However, any provision which is found to be invalid or in violation of any statute, rule, regulation or rule of common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

**23. WAIVER.** All waivers hereunder must be made in writing and signed by the party to be charged. The failure at any time to require the other party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of such obligation.

**24. GOVERNING LAW AND VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington. In the event any litigation should arise between the Parties relating to this Agreement, the Parties agree that jurisdiction and venue shall lie in the King County Superior Court or in the federal courts located in the Western District of Washington.

- 25. ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of each Party's respective successors, executors, administrators, heirs, representatives and permitted assigns.
- 26. SECTION HEADINGS.** Section headings contained in this Agreement are included for convenience only and form no part of the agreement between the Parties.
- 27. DRAFTMANSHIP.** The fact that one of the Parties may have drafted or structured any provision hereof shall not be considered in construing the particular provision either in favor of, or against, such party.
- 28. ATTORNEY FEES.** In any litigation, arbitration, or other proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
- 29. FORCE MAJEURE.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.
- 30. NOTICES.** Any notice or other communication to be given hereunder will be in electronic mail. The date of receipt shall be deemed the date on which such notice is given. Notice hereunder will be directed to customerservice@virtualimprints.com.
- 31. COUNTERPARTS; ELECTRONIC SIGNATURE.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. To expedite the process of entering into this Agreement, the Parties acknowledge that Transmitted Copies of the Agreement will be fully binding and enforceable. "Transmitted Copies" will mean copies that are produced or transmitted via photocopy, facsimile or other process of complete and accurate reproduction and transmission.
- 32. EFFECTIVE DATE.** This Agreement shall be effective on the date of the latest signature.

**CLIENT:**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**VIRTUAL IMPRINTS:**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_