Subscription Services Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SERVICE.

BY USING THE SERVICE OR CLICKING "AGREE" CUSTOMER IS AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF OR FOR THE BENEFIT OF YOUR EMPLOYER, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY TO AGREE TO THIS AGREEMENT ON YOUR EMPLOYER'S BEHALF.

This agreement is between Saffire LLC., a Texas limited liability company (**Saffire**), and Weber County (Customer), a body politic and corporate and political subdivision of the State of Utah.

1. **SOFTWARE SERVICE.** This agreement provides Customer access to and usage of a Cloud based software service as specified on an order (**Service**).

2. **USE OF SERVICE.**

   a. **Customer Owned Data.** All data uploaded by Customer remains the property of Customer, as between Saffire and Customer (**Customer Data**). Customer grants Saffire the right to use the Customer Data solely for purposes of performing under this agreement. During the term of this agreement, Customer may export its Customer Data as allowed by functionality within the Service.

   b. **Contractor Access and Usage.** Customer may allow its contractors to access the Services in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors.

   c. **Customer Responsibilities.** Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Saffire promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Saffire training materials and applicable law.

   d. **Saffire Support.** Saffire must provide customer support for the Service under the terms of Saffire's Customer Support Policy (**Support**) which is located at http://support.saffire.com and is incorporated into this agreement for all purposes.

3. **SERVICE LEVEL AGREEMENT & WARRANTY.**

   a. **Warranty.** Saffire warrants to Customer: (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum of availability of 99% in any given month (*excluding* maintenance outages, force majeure, and outages that result from any Customer technology issues); (ii) the functionality or features of the Service may change but will not materially decrease during any paid term; and (iii) that the Support may change but will not materially degrade during any paid term.

   b. LIMITED REMEDY. Customer's exclusive remedy and Saffire's sole obligation for its failure to meet the warranty in a(i) above will be for Saffire to provide a credit for the applicable month (if this agreement is not renewed, then a refund), for the month, provided that Customer notifies Saffire of such breach within 30 days of the end of that month; and provided that if Saffire fails to meet the warranty in a(i) above for 2 consecutive months then in addition to the credit or refund Customer may upon written notice to Saffire terminate the applicable order and receive a refund of all prepaid and unused fees.

   c. **DISCLAIMER. SAFFIRE DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE SAFFIRE TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, SAFFIRE DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED. SAFFIRE DISCLAIMS ANY LIABILITY REGARDING ANY TEMPLATES IT PROVIDES TO CUSTOMER (FOR EXAMPLE WITHOUT LIMITATION, ANY TEMPLATE PRIVACY OR SECURITY POLICY). THESE TEMPLATES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE LEGAL ADVICE. CUSTOMER IS RESPONSIBLE FOR THE TERMS OF ANY POLICIES ON ITS SITE.**

4. **PAYMENT.** Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

5. **MUTUAL CONFIDENTIALITY AND DATA SECURITY.**

   a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Saffire's Confidential Information includes without limitation the Service, its Customer interface design and layout, and pricing information, and the Software and Documentation (defined below).

b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by Utah's Government Records Access Management Act or court order.

d. **Security Measures.** In order to protect Customer Data and Customer Confidential Information, Saffire will (i) implement and maintain all reasonable security measures appropriate to the nature of such information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such information; (ii) implement and maintain industry standard systems and procedures for detecting, preventing and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (iii) designate an employee or employees to coordinate implementation and maintenance of its security measures; and (iv) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of such information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks.

e. **Notice of Data Breach.** If Saffire knows that Customer Data or Customer Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, Saffire will alert Customer of any such data breach within two business days, and immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the data breach. Saffire will give highest priority to immediately correcting any data breach and devote such resources as may be required to accomplish that goal. Saffire will provide Customer with all information necessary to enable Customer to fully understand the nature and scope of the data breach. To the extent that Customer, in its sole reasonable discretion, deems warranted, Customer may provide notice to any or all parties affected by any data breach. In such case, Saffire will consult with Customer in a timely fashion regarding appropriate steps required to notify third parties. Saffire will provide Customer with information about what Saffire has done or plans to do to minimize any harmful effect or the unauthorized use or disclosure of, or access to, such information.

6. **SAFFIRE PROPERTY.**

a. **Reservation of Rights.** The software, workflow processes, Customer interface, designs, Software and Documentation, and other technologies provided by Saffire as part of the Service are the proprietary property of Saffire and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Saffire. Customer may not remove or modify any proprietary marking or restrictive legends in the Service or Software and Documentation. Saffire reserves all rights unless expressly granted in this agreement.

b. **Restrictions.** Customer *may not* (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service or the Software and Documentation; or (vi) access the Service or use the Software and Documentation to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

c. **Software and Documentation.** All software provided by Saffire as part of the Service, and the Service documentation, sample data, marketing materials, training material and other material provided through the Service or by Saffire (**Software and Documentation**) are licensed to Customer as follows: Saffire grants Customer a non-exclusive, non-transferable license during the term of this agreement, to use and copy such Software and Documentation, solely in connection with the Service.

d. **Anonymized Data.** During and after the term of this agreement, Saffire may use and owns all anonymized data within the Service for purposes of enhancing the Service, aggregated statistical analysis, technical support and other business purposes.

7. **TERM AND TERMINATION.**

a. **Term.** This agreement shall be for a period of three years, with an option to renew for an additional two years. .

b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

c. **Suspension for Non-Payment.** Saffire may temporarily suspend or terminate, or both, the Service if Customer's payment on any invoice is more than 10 days past due.

d. **Return of Customer Data.**

i. *Within 30-days after termination,* upon request from Customer, Saffire will provide export(s) of requested data and Customer assets

used in the creation and maintenance of terminated site.

ii. *After such 30-day period,* Saffire has no obligation to maintain the Customer Data and may destroy it.

e. **Return Saffire Property Upon Termination.** Upon termination of this agreement for any reason, Customer must pay Saffire for any unpaid amounts, and return all property of Saffire. Upon Saffire's request, Customer will confirm in writing its compliance with this return requirement.

f. **Suspension for Violations of Law.** Saffire may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. Saffire will attempt to contact Customer in advance.

8. **LIABILITY LIMIT.**

a. **EXCLUSION OF INDIRECT DAMAGES.** Saffire is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits, revenue or anticipated cost savings), even if it knows of the possibility of such damage or loss.

9. **INDEMNITY AND INSURANCE.**

a. Saffire shall indemnify and hold harmless Customer and its agents and employees from and against any and all claims, damages, losses, and costs, whether direct, indirect, or consequential, arising out of or resulting from Saffire's negligent acts or omissions related to this agreement.

b. **By Customer.** If any third-party brings a claim against Saffire related to Customer's acts, omissions, data or information within the Service, Customer must defend, indemnify and hold Saffire harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

c. Saffire, at its own cost, shall secure and maintain during the term of this agreement, including all renewals and extension terms, the following minimum insurance coverage:

i. Commercial General Liability insurance with contractual liability coverage to cover the Contractor's obligations under the indemnification section of this agreement in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general policy aggregate. The policy shall protect Saffire, subcontractors and the Customer under the contractual liability coverage from claims for damages that may arise from Saffire's operations under this agreement, whether performed by Saffire itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. The policy shall be primary and noncontributory to any other policy or coverage available to the Customer whether such coverage be primary, contributing, or excess. If the coverage is provided on a claims-made basis, Saffire shall maintain such policy of insurance not less than for years after termination of this agreement.

ii. Saffire shall secure and maintain during the term of this agreement (and for four years after the termination of this agreement if written on a claims-made basis) Cyber Liability Coverage insurance covering third-party claims arising out of data loss and cost of notification of data loss in the minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate.

10. **GOVERNING LAW AND FORUM.** This agreement is governed by the laws of the State of Utah (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Weber County, Utah, and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

11. **OTHER TERMS.**

a. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, however this agreement may be modified through an online process provided by Saffire and that is satisfactory to the County. No waiver is effective unless the party waiving the right signs a waiver in writing.

b. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned, with the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

c. **Independent Contractors.** The parties are independent contractors with respect to each other.

d. **Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

e. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

f. **No Additional Terms.** Saffire rejects additional or conflicting terms of any Customer form-purchasing document.

g. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.

h. **Survival of Terms.** Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive (including without limitation, the confidentiality terms). The UN Convention on Contracts for the International Sale of Goods does not apply.

i. **Feedback.** By submitting ideas, suggestions or feedback to Saffire regarding the Service, (i) Customer agrees that such items submitted do not contain confidential or proprietary information; and (ii) Customer hereby grants Saffire an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

The following applies to any software distributed through a mobile app store:

Apple Minimum Terms. The additional Apple Minimum Terms below are incorporated into this agreement for all purposes.

APPLE REQUIREMENTS: IF CUSTOMER DOWNLOADED THE SERVICES FROM THE APPLE ITUNES APP STORE, THE FOLLOWING TERMS ALSO APPLY.

Acknowledgement: Customer acknowledges that this agreement is between Customer and Safire only, and not with Apple, and Saffire, not Apple, is solely responsible for the Services and the content.

Scope of License: The license granted to Customer for the Services is a limited, non-transferable license to use the Services on an iOS device that Customer owns or controls and as permitted by the Usage Rules in the Apple iTunes App Store Terms of Service.

Maintenance and Support: Saffire and not Apple are solely responsible for providing any maintenance and support services with respect to the Services. Customer acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

Warranty: Saffire is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Services to conform to any applicable warranty, Customer may notify Apple, and Apple will refund any paid amounts for the Services to Customer. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Saffire's sole responsibility.

Product Claims: Saffire, not Apple, is responsible for addressing any Customer or third party claims relating to the Services or the Customer's possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

Intellectual Property Rights: Customer acknowledges that, in the event of any third party claim that the Services or Customer's possession and use of the Services infringes that third party's intellectual property rights, Saffire, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Legal Compliance: Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

Developer Contact Info: Direct any questions, complaints or claims to:

Email: saffiretix@saffire.com

Third Party Terms of Agreement: Customer must comply with any applicable third party terms of agreement when using the Services, e.g., if Customer is using a VoIP application, then Customer must not be in violation of its wireless data service agreement when using the Services.

Third Party Beneficiary: Customer acknowledges and agree that Apple and Apple's subsidiaries are third party beneficiaries of this agreement, and that, upon Customer's acceptance of the terms of the agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the agreement against Customer as a third party beneficiary thereof.

Dated this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By_____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

_____
Ricky Hatch, CPA
Weber County Clerk/Auditor

Support & Maintenance Terms

Email/Chat Support: Available through the Spark content management system or by emailing help@saffire.com

24/7 Support Portal: Knowledge Base articles and Video Lessons provide instructions on every component of Spark; Forums provide space for the sharing of ideas and tips with fellow Spark users. http://support.saffire.com

Phone Support: 8am to 6 pm CST (Monday – Friday) (excluding company holidays)

Support Phone: (512) 430-1123

- **Case Logging**
  - Telephone Support
  - Email Support
- **Software service maintenance, which includes maintenance releases, enhancements, new versions, additions and modifications to the software,** provided to all customers under support for no additional fee.
- **Bug fixes** to bring the service into substantial conformance with its then current user guide.
- **Response time** of 4 business hours (but we try really hard to respond within 10 mins).
- **Resolution Process for Errors**
  1. Trouble ticket opened
  2. Assign engineer to determine and correct the error
  3. Periodic reports on the status of the correction
  4. Initiate work to correct the error
  5. Correction is released to production
  6. Trouble ticket is closed
- **Scheduled Outages** are usually scheduled during the hours of 12:00am and 4:00am CST and customers are usually notified via email of any scheduled outages.

SEVERITY	DEFINITION	RESPONSE GOAL	DETAILS
Severity 1	Service **substantially fails** to perform	**1 hour**	- **Trouble Ticket opened** - **Assign engineer** to determine and correct the error - **Periodic reports** on the status of the correction - **Initiate work** to correct the error
Severity 2	**Substantial degradation in performance** of the Service	**4 hours**	- **Trouble Ticket opened** - **Assign engineer** to determine and correct the error - **Periodic reports** on the status of the correction - **Initiate** work to correct the error
Severity 3	**Minimal to no impact** on the availability or performance of the Service	**3 days**	- Commercially reasonable efforts to **include in next major release**

Saffire **Services Order Form**

Ticket Fees	Event Dates: Year Round Sales Term: 3 years from sign date Order Date: 1/30/2020			
Description	Quantity	Billing	Price/Ticket (Item)	Subtotal
Online Ticket Sales: priced $0.01 - $5.00	NA	30 days after invoice	$ 0.75	
Online Ticket Sales: priced $5.01 - $10.00	NA	30 days after invoice	$ 1.00	
Online Ticket Sales: priced $10.01 - $15.00	NA	30 days after invoice	$ 1.50	
Online Ticket Sales: priced $15.01 - $30.00	NA	30 days after invoice	$ 2.00	
Online Ticket Sales: priced $30.01 - $40.00	NA	30 days after invoice	$ 3.00	
Online Ticket Sales: priced $40.01 - $50.00	NA	30 days after invoice	$ 4.00	
Online Ticket Sales: priced $50.01 +	NA	30 days after invoice	$ 5.00	
General Admission - Box Office Ticket - Paid	NA	30 days after invoice	$ 0.25	
General Admission - Box Office Ticket - Comp	NA	30 days after invoice	$ 0.07	
General Admission - Pre-Printed Ticket - Paid (Redeemed)	NA	30 days after invoice	$ 0.25	
General Admission - Pre-Printed Ticket - Comp (Redeemed)	NA	30 days after invoice	$ 0.07	
Reserved Seat - Box Office Ticket - Paid	NA	30 days after invoice	$ 0.50	
Reserved Seat - Box Office Ticket - Comp	NA	30 days after invoice	$ 0.07	
Non-scanned Items sold using built in SaffireCommerce™ (Merchandise, Registrations, etc.)	NA	Semi-Annually	$ 0.50	

**With a 3-year agreement, the client will be charged a minimum of $10,000/yr. or the sum of all ticketing fees as shown above, whichever amount is higher.*

Equipment *This agreement includes a total of $10,000 in equipment rentals or purchases over the 3-year Contract period. Equipment is purchased and rented at the following rates:*				
iOS Devices with Data-Purchase, Year 1 including data plan (subsequent years would incur data charges through Saffire or could be synced to your own service plan)			$ 810.00	
Bluetooth Hip Printer-Purchase			$ 375.00	
Microcom Printer - Purchase			$ 310.00	
Touch Screen Laptop - Purchase			$ 320.00	
Credit Card Reader for Laptop - Purchase			$ 50.00	
Credit Card Reader for iPhone - Purchase			$ 75.00	
iOS Devices Rental: iPhones or mini iPads --- $80 per device for 1-week rental, or $10 per device for each additional week		30 days prior to event	$ 80.00	
Complete POS Rental: Laptop, Microcom Printer, and Credit Card Reader OR iPhone, Hip Printer and Credit Card Reader --- $150 per setup for 1-week rental, or $50 per setup for each additional week		30 days prior to event	$ 150.00	
Printer Rentals: Microcom 520 --- $50 per printer for a 1-week rental, or $25 per printer for each additional week		30 days prior to event	$ 50.00	
Credit Card Readers Rental: $15 per reader for 1-week rental, or $5 per reader for each additional week		30 days prior to event	$ 15.00	
**SaffireTixTicket Stock is included or you can purchase custom stock and Saffire will work with you and the printer for compatibility*				
On Site Support Fee (excludes travel expenses**) - $500/day		30 days after invoice	$ 500.00	

**Device rentals and purchase prices do not include shipping. Shipping fees for rentals will be added to the post-event invoice. Shipping fees for purchased items will be added to the purchase invoice.*
***Travel expenses include; airfare, hotel & car rental. If applicable, travel expenses will be added to the post-event invoice.*

RENEWALS: This order will renew for an additional 2-year period following expiration of the original three year terms, unless either party provides the other with written (including email) notice of non-renewal at least 30 days prior to the renewal date (which is determined by order date plus term listed above).

CALL CENTER: If a call center is utilized via a 1-800 number, an additional $2.50 fee per ticket sold through the call center is applied to the above ticket fee structure. If a customer calls for assistance, but does NOT complete a purchase, no additional fee is assessed.

TERMS: This order is governed by the terms of the Subscription Services Agreement and Support and Maintenance Terms attached between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

MINIMUMS: Client will be charged a minimum $10,000 annually or the sum of all ticketing fees, whichever amount is higher.

CREDIT CARD PROCESSING FEES: Weber County will use its own payment processor to process credit card transactions.

DEVICE LATE FEES: If device rental return is not post-marked within 2-days after the event, a $10/device/day fee will be invoiced.

Customer: Weber County Utah

Name: Jennifer Graham

Title: Assistant Department Director - Culture Parks and Recreation

Billing Email: jgraham@co.weber.ut.us

Address: 1000 North 1200 West, Ogden, Utah 84404

Phone: 801-399-8258

Signature: Jennifer Graham

Date:

Saffire, LLC

Name: Aaron Pederson

Title: President

Email: aaron@saffire.com

Address: 248 Addie Roy Road, Suite B-106, Austin, TX 78746

Phone: 512.430.1123

Signature:

Date: January 31, 2020