

To: County of Monterey

Username: MontereyIT

Date: 6/25/2020

P.O. Number	Customer Contact	DoCircle Contact	Payment Terms
Vendor: VS0000006841	Name: Jackson Dy	Name: Amber White	10/03/2020
	Title: Information Systems Manager	Title: Account Manager	Total Contract Value:
Email: llhanson@vcu.edu	Phone: 8317555194	Email: amber@mytrum.com	\$5,052.00

Service / Project	Amount
Trumpia Media Messaging Toolkit Subscription   3 year contract   12 Months Prepaid - Payment 1 (due 10/3/2020)	\$1,684.00
Trumpia Media Messaging Toolkit Subscription   3 year contract   12 Months Prepaid - Payment 2 (due 10/3/2021)	\$1,684.00
Trumpia Media Messaging Toolkit Subscription   3 year contract   12 Months Prepaid - Payment 3 (due 10/3/2022)	\$1,684.00
* 10% discount included	
* Contract valid 08/09/2020 through 10/03/2023	
Credit Card Surcharge: \$0.00	
Service Term: 08/09/2020 - 10/03/2023	

- All fees, credit charges and plan prices are subject to change without prior notice.

- A 3% surcharge will be applied to all credit card transactions over \$5,000.

- Customer acknowledges to have read and agreed to Trumpia's:

\* Terms of Use (<https://www.trumpia.com/terms-of-use>) \* Import & API Agreement ([https://www.trumpia.com/main/import\\_agreement](https://www.trumpia.com/main/import_agreement))

\* Privacy Policy (<https://www.trumpia.com/privacy-policy>) \* Anti-Spam Policy (<https://www.trumpia.com/anti-spam-policy>)

**Trumpia "No Refund" Policy**

All payments, including setup fees, short code fees, plan fees, prepaid credits, service fees, and reseller fees are non-refundable regardless of service usage or account activity. It is the sole responsibility of the user to utilize the service. Any unused text credits are also non-refundable. However, unused credits may be transferred to another Trumpia account that Customer controls. Customer is not allowed to transfer credits or control of the account to a third party.

<b>Subtotal</b>	<b>\$5,052.00</b>
<b>Total Due</b>	<b>\$5,052.00</b>

*Pricing Information is confidential*

Company Name: County of Monterey

Phone: 831-759-6920

Name: Eric A. Chatham

Email: chathamea@co.monterey.ca.us

Title: Director, ITD

Signature:

Date:

## Software Subscription Agreement

This Subscription Agreement ("Agreement") is effective as of the date of signing on page 1 ("Effective Date") between DoCircle, Inc., dba Trumpia, with a principal place of business at 2544 W. Woodland Dr., Anaheim, CA 92801 ("Trumpia") and \_\_\_\_\_ County of Monterey \_\_\_\_\_, with a principal place of business at 1590 Moffett Street, Salinas, CA 93905 ("Customer"). The term "Party" or "Parties" as used below will refer to Trumpia, Customer, or both as may be appropriate. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Trumpia Terms of Use, the provisions of this Agreement shall control, but solely to the extent of the conflicting terminology or provision(s).

The Parties agree to the Terms of Use, located at <https://www.trumpia.com/terms-of-use> and the following:

### 1. SUBSCRIPTION

Trumpia agrees to provide Customer with a terminable, non-exclusive, non-transferable to a third party, limited, and non-perpetual subscription to use and access the cloud-based Trumpia messaging software and API ("Trumpia software") for the Term.

### 2. TERM

This Agreement will be effective within the dates specified on the first page of this document ("Term") and will automatically renew under the same conditions as the original terms unless Customer explicitly requests non-renewal sixty (60) days prior to the expiration of the Term. Each subsequent renewal term may be terminated by either party by delivering written notice via Trumpia support ticket at least sixty (60) days prior to the end of the existing term (See Section 4.2).

All standard message credits expire based on the billing cycle. Therefore, if Customer pays monthly, all credits expire on the same day of the following month. Likewise, if Customer pre-pays annually, all credits are frontloaded and all credits expire upon the end of the annual term.

### 3. DISCLAIMER OF WARRANTIES

TRUMPIA PROVIDES ITS SERVICE, SOFTWARE, AND ALL RELATED CONTENT ON AN "AS IS" BASIS. TRUMPIA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, OR STATUTORY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, TRUMPIA DISCLAIMS ALL WARRANTIES, INCLUDING AND WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, AND QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

TRUMPIA DOES NOT WARRANT THAT ITS SERVICES OR WEBSITE WILL FUNCTION AS DESCRIBED OR WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY STORED DATA WILL BE SECURE OR SAFE FROM LOSS, THEFT, OR DAMAGE. ALTHOUGH TRUMPIA SHALL NOT BE RESPONSIBLE FOR ANY SERVICE OR WEBSITE INTERRUPTION, TRUMPIA MAY ATTEMPT TO REROUTE TRAFFIC THROUGH ANOTHER NUMBER OR CODE IF THE PRIMARY NUMBER OR CODE IS IMPAIRED. TRUMPIA DOES NOT WARRANT THAT ANY SHORT CODE AND/OR LONG CODE APPLICATION(S) WILL BE APPROVED BY THE WIRELESS CARRIERS FOR CUSTOMER'S SPECIFIC USE CASE(S).

### 4. TERMINATION

- 4.1** Trumpia will provide No-Refunds: Customer acknowledges and agrees that all payments made, including but not limited to: setup fees, short code fees, toll-free fees, subscription fees, plan fees, service fees, reseller fees, and prepaid message credits are NON-REFUNDABLE regardless of Customer's service usage, satisfaction level or account activity. It is the sole responsibility of Customer to utilize the Trumpia software. By making a payment, Customer is accepting the Trumpia software as-is at the time of purchase. Customer acknowledges and agrees that any unused text message credits are also non-refundable.
- 4.2** Early Termination: Customer may request termination of their account at any time by submitting a support ticket through TRUMPIA's user interface. Customer may not request termination of the account by any other method such as phone, email, or letter. When Customer requests termination of their account, Customer agrees to pay 70% of all outstanding balances immediately at the time of termination. TERMINATION OF ACCOUNT DOES NOT ENTAIL RELEASE OF FINANCIAL RESPONSIBILITY. ALL FEES MUST BE PAID AS LAID OUT ON THIS AGREEMENT.
- 4.3** Customer acknowledges and agrees that any failure to make payments due under this Agreement will result in Trumpia pursuing all legal remedies,

including seeking the assistance of the courts and/or a collection agency. Customer agrees to pay any costs associated with Trumpia's efforts to collect any payments due under this Agreement.

## 5. ARBITRATION

All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result therefrom shall be resolved by binding arbitration in California in accordance with the Rules of the American Arbitration Association. Any controversy or claim subject to this arbitration provision shall be decided by an independent arbitrator selected by Trumpia, and judgment on the award may be entered in any court having jurisdiction thereof. Each party shall bear its costs of arbitration.

## 6. AMENDMENTS

No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions, including those by custom, usage of trade, or course of dealing, will be binding on the Parties unless made in writing and duly signed by the Parties.

## 7. WAIVER

A failure or delay of Trumpia to enforce at any time any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require at any time performance of any of the provisions in this Agreement, will not be construed to be a waiver of such provision of this Agreement, nor will it excuse the other Party's performance of such, nor affect any rights at a later time to enforce the provision.

## 8. SEVERABILITY

If any provision of this Agreement is found invalid, illegal, or unenforceable by a tribunal or court of competent jurisdiction, the remaining provisions of this Agreement will remain valid and enforceable according to its terms. The invalid, illegal, or unenforceable provision will be replaced by a mutually acceptable provision which, being valid, legal, and enforceable, comes closest to the intention of the Parties. If any provision of this Agreement is held to be excessively broad as to duration, geographical scope, activity, or subject, it is to be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DoCircle, Inc. dba Trumpia

Signature:

Signature: *Danny Chung*





Name: Eric A. Chatham

Name: Danny Chung

Title: Director, ITD

Title: Accounting Manager

## Card Payment Authorization Form

<input type="radio"/> 	<input type="radio"/> 	<input type="radio"/> 	<input type="radio"/> 
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Cardholder's Name	Expiration Date	Billing Address
Card Number	CVV/CID	

Customer understands that upon their signature and submission to DoCircle, Inc. dba Trumpia ("Trumpia"), Customer is authorizing Trumpia to make regularly scheduled charges to the credit card listed above. Customer understands that recurring charges under the Payment Terms stated on Page 1 will be made to the credit card provided on this invoice. **Customer understands that all Trumpia plans will be automatically renewed under the same terms as the original terms unless prior notice is given 60 days before the end of the term agreed in this invoice. Customer understands that an absence of explicit cancellation request gives Trumpia permission to renew the terms of this agreement.** Customer certifies that they are an authorized user of this credit card and will not dispute or file a chargeback against these scheduled transactions.

Please note that all payments made are non-refundable regardless of Customer's service usage, satisfaction level or account activity. It is the sole responsibility of the Customer to utilize the service. Any unused text credits are also non-refundable. **However, unused text messages can be transferred to another Trumpia account that Customer controls. Customer is not allowed to transfer credits or grant control of Customer's account to a third party.** This invoice is governed by the terms of the Trumpia Subscription Agreement, unless Customer has a signed Master Service Agreement for Trumpia services, in which case such signed Master Service Agreement will govern this invoice.

Signature	Date
_____	_____