

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
ASSETPULSE LLC  
FOR FISCAL YEARS 2022-2023 THROUGH 2024-2025**

This "Software License and Services Agreement" (the "Agreement"), is entered into, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and AssetPulse LLC, a California limited liability company, hereinafter referred to as "COMPANY," and is made on the last date signed below for the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), desires to acquire certain licenses to software, the requisite hardware to manage, inventory and track its electronic assets, as well as any necessary associated training and support services; and

WHEREAS, such services involve the provision of specialized hardware and professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services or provide such software and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, COMPANY represents that it is adequately trained, skilled, experienced and qualified to provide the licenses to software and the requisite hardware to manage, inventory and track its electronic assets required by COUNTY; and

WHEREAS, COUNTY and COMPANY desire to enter into and document their agreement for COMPANY to provide these licenses and services to COUNTY and COUNTY to compensate COMPANY.

NOW THEREFORE, in consideration of the covenants and promises set forth herein, the parties hereto mutually agree as follows:

1. DEFINITIONS:

- A. Software. As used herein, the term "Software" means the proprietary AssetPulse LLC's software described in the applicable Order Schedule, which is developed and owned or licensed by COMPANY (including certain third-party licensed software incorporated therein) and provided by COMPANY to COUNTY.
- B. New Release. As used herein, the term "New Release" means a new version of the Software designated by a change in the version number to the left of the decimal point.
- C. Update. As used herein, the term "Update" means bug fixes and minor enhancements to the Software designated by a change in the version number to the right of the decimal point.
- D. Documentation. As used herein, the term "Documentation" means the reference materials, whether in printed or machine-readable form, generally furnished with the Software. Unless otherwise indicated, the term "Software" will include the term "Documentation."

- E. Order Schedule. As used herein, the term “Order Schedule” means the Quote attached as Exhibit A by which COUNTY places its order. Any subsequent Order Schedule will require an amendment to this Agreement by the parties and, when signed, will become a part of this Agreement.
- F. Hosted Services. As used herein, the term “Hosted Services” consists of activities including system administration, system management and system monitoring that COMPANY performs on its systems with Software for COUNTY’S benefit.
- G. Maintenance. As used herein, the term “Maintenance” means remote telephone or e-mail consultation during COMPANY’s normal business hours, and bug fixes, error corrections, workarounds, and Updates as they become available.
- H. Supported Software License. As used herein, the term “Supported Software License” means a Software license for which COUNTY has ordered maintenance for the term of this Agreement.
- I. Professional Services. As used herein, the term “Professional Services” means remote or on-site services to install and configure Software at COMPANY’s site.

2. GRANT OF LICENSE AND DESCRIPTION OF SERVICES:

- A. Grant of License to Use Software. Subject to the terms and conditions of this Agreement, COMPANY grants to COUNTY a non-exclusive and non-transferable license to use the Software set forth in Exhibit A – Order Schedule which is attached hereto and incorporated herein by reference as if set forth in full.
- B. Provision of Support and Maintenance Services. Subject to the terms and conditions of this Agreement, COMPANY shall provide the support and maintenance services set forth in Exhibit B – AssetPulse Technical Support and Maintenance Terms, which is attached hereto. If there is a conflict between Exhibit B and this Agreement, the parties hereby agree the terms and provisions of this Agreement will take priority over those in Exhibit B.

3. SCOPE OF LICENSE.

- A. COUNTY’s Rights Under the License. For each license granted, COUNTY shall have the right to use the Software, sample code, third-party code with no transfer of ownership rights being conveyed to the COUNTY as follows:
  - 1) Use the Software solely for COUNTY’s own internal data processing operations;
  - 2) Move the Software temporarily in case of computer system malfunction;
  - 3) Make copies of the Software solely for backup and archival purposes, provided that any such copy is subject to the terms of this Agreement; and,
  - 4) Merge the Software into other programs for COUNTY’s own use, provided that any portion of the Software so merged will be subject to the terms of this Agreement.
- B. License Restrictions. COUNTY’s use of the Software is limited to that specifically permitted in this Agreement and the attached Order Schedule. County shall not have the right to:
  - 1) Disassemble, reverse engineer, decompile, modify, or translate the Software;
  - 2) Install or use the Software on computer systems, servers, or networks that are not authorized for use, as indicated in the Order Schedule;

- 3) Rent, transfer, or grant any rights in the Software in any form to any person, including commercial timesharing, rental, or service bureau use; or
- 4) Copy the Software except as authorized herein.

C. Allowance of Software License Transfer within COUNTY's Network. Within the United States, COUNTY may transfer the Software to another CPU or Server of like kind in COUNTY's possession upon written notice to COMPANY so long as COUNTY uses the Software in accordance with the license(s) granted under this Agreement. Transfer of the Software outside the United States may be permitted only with COMPANY's prior written consent. In such case, COUNTY agrees to:

- 1) Comply fully with any relevant United States export controls; and
- 2) Seek all licenses and approvals required under applicable export laws and regulations.

D. Compliance with United States Export Laws. COUNTY acknowledges that the laws and regulations of the United States may restrict the export and re-export of commodities and technical data of United States origin, including the Software in any medium. COUNTY agrees that it will not export or re-export the Software in any form without the appropriate United States and foreign government licenses.

4. TERM:

This Agreement shall begin on July 9, 2022, and shall remain in full force and effect until June 30, 2025, unless sooner terminated as provided herein.

5. TERMINATION:

- A. Termination for Cause. Either party may terminate this Agreement, in the event the other party materially defaults in performing any obligation under this Agreement or violates any local, state or federal law, regulation or standard applicable to its performance hereunder, and such default of violation continues uncured for a period of fourteen (14) calendar days following written notice thereof
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to COMPANY stating the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide COMPANY seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, COMPANY shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and up to the effective time and date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by COMPANY.
- E. Effect of Termination. Upon termination of this Agreement, COUNTY shall promptly take all of the following actions:

1. Cease any and all use of any Software provided pursuant to the terms and conditions of this Agreement.
2. Return to COMPANY or destroy any and all copies of the Software provided pursuant to the terms and conditions of this Agreement.
3. Provide COMPANY with written confirmation of compliance with this provision signed by an authorized representative of COUNTY.

6. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Three Thousand One Hundred Thirty-Two Dollars and Forty Cents (\$103,132.40). In no event shall the maximum amount paid under this Agreement exceed Sixty-Three Thousand Three Hundred Seventy-Nine Dollars and Eighty-Six Cents (\$63,379.86) for fiscal year 2022-2023, Nineteen Thousand Eight Hundred Seventy-Six Dollars and Twenty-Seven Cents (\$19,876.27) for fiscal year 2023-2024 and Nineteen Thousand Eight Hundred Seventy-Six Dollars and Twenty-Seven Cents Dollars (\$19,876.27) for fiscal year 2024-2025. COMPANY hereby agrees to provide all goods and services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit A – Order Schedule, attached hereto.
- C. Additional Services. Any additional licenses and/or support and maintenance services not otherwise set forth herein shall not be provided by COMPANY, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of COMPANY. COMPANY shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which COMPANY estimates that the maximum payable amount will be reached.

7. PAYMENT:

- A. Invoices. COMPANY shall submit to COUNTY an annual invoice substantially similar to the format set forth in Exhibit C – Sample Invoice Form attached hereto and incorporated by reference, substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services  
Attention: Financial Services  
507 F Street  
Eureka, California 95501

- B. Disputed Costs. COUNTY shall have the right to reasonably and in good faith dispute any portion of any amount billed by COMPANY. If COUNTY believes that COMPANY has billed COUNTY incorrectly, COUNTY must contact COMPANY's customer support department no later than thirty (30) days after the date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to COMPANY, prior to the invoice due date, full payment of the undisputed portion of any fees billed by COMPANY.

8. NOTICES:

- A. Non-Technical Notices. Any and all non-technical notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Social Services  
Attention: Connie Beck, Social Services Director  
507 F Street  
Eureka, California 95501

COMPANY: AssetPulse LLC  
Attention: Sujatha Bodapati, President  
1340 South DeAnza Boulevard, Suite 106,  
San Jose, California, 95129

- B. Technical Notices. Any and all notices which the COUNTY provides to COMPANY regarding maintenance services to address issues with the Product or any Errors, shall be provided by COUNTY to the following e-mail address:

COMPANY E-mail for Service Requests: suji@assetpulse.com

9. REPORTS:

COMPANY hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. COMPANY shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

10. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. COMPANY hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be

original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of COMPANY, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. COMPANY hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. COMPANY further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because COMPANY's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

11. MONITORING:

COMPANY hereby agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor COMPANY's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. COMPANY shall cooperate with a corrective action plan, if deficiencies in COMPANY's records, policies, procedures or business operations are identified by COUNTY. COUNTY is not responsible for COMPANY's performance under this Agreement or any applicable corrective action plan.

12. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, COMPANY may receive information that is confidential under local, state or federal law. COMPANY hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, COMPANY, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. COMPANY further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

14. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, COMPANY certifies that it is not a Nuclear Weapons Contractor, in that COMPANY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. COMPANY hereby agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if COMPANY subsequently becomes a Nuclear Weapons Contractor.

15. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, COMPANY certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. COMPANY's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
  - 1. Receive a copy of COMPANY's Drug-Free Policy Statement; and
  - 2. Agree to abide by COMPANY's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

16. LIMITATION OF LIABILITY. In no event shall either party be limited in their potential remedies or recovery under this Agreement should the other party default regarding their obligations under this Agreement.

17. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. COMPANY SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY COUNTY AND ITS AGENTS, OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES AND LIABILITIES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND OTHER COSTS OF LITIGATION, ARISING OUT OF, OR IN CONNECTION WITH, COMPANY'S NEGLIGENT PERFORMANCE OF, OR FAILURE TO COMPLY WITH, ANY OF THE DUTIES AND/OR OBLIGATIONS CONTAINED HEREIN, EXCEPT SUCH LOSS OR DAMAGE WHICH WAS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY. The foregoing indemnity obligation shall not extend to any proven Claims of infringement arising out of or related to (i) Software used in a manner not expressly authorized by this Agreement or the relevant Documentation; (ii) a modification of the

Software by anyone other than COMPANY; (iii) a combination of the Software with any third party software or equipment the extent that such combination is the cause of such infringement; or (iv) portions of the Software based on COUNTY's specifications or requirements; or (v) where COUNTY continues the allegedly infringing activity after being notified thereof and provided with modifications that would have avoided the alleged infringement.

- B. COUNTY Obligation. COMPANY's obligation to defend, indemnify and hold COUNTY harmless under this Agreement is subject to COUNTY (i) giving COMPANY prompt written notice of any such Claim; (ii) giving COMPANY partial control over the defense and settlement of any such Claim subject to the Board of Supervisor's consent; and, (iii) providing full cooperation for the defense of any such Claim, at COMPANY's expense.
- C. Mitigation. In the event the Software is alleged to infringe or is believed by COMPANY to infringe upon any copyright of a third party, COMPANY may at its sole option and expense, elect to (i) modify the Software so that such Software is non-infringing; (ii) replace the Software with non-infringing software which is functionally equivalent; (iii) obtain a license for COUNTY to continue to use the Software provided hereunder; or if neither (i), (ii) nor (iii) is reasonable practicable (iv) terminate the license and refund the unamortized portion of the license fees paid for the infringing Software prorated over a twenty-four (24) month period.
- D. Recoveries. It is understood that any recoveries by COMPANY as a result of litigations or asserted right related to the infringement by others of COMPANY's proprietary rights, shall belong exclusively to COMPANY.
- E. Settlement of Claims against COUNTY. COMPANY hereby agrees that no Claim asserted against the COUNTY, which is being defended at the COMPANY's expense, shall be settled with an expenditure of public funds without the prior consent of the Board of Supervisors.
- F. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve COMPANY from liability under this provision. This provision shall apply to all claims for damages related to COMPANY's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

18. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and COMPANY is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting COMPANY's indemnification obligations set forth herein, COMPANY, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of COMPANY or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
  - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident,

including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. As stated in Exhibit A – Scope of Services, COMPANY will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If COMPANY’s responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, COMPANY shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
  3. Workers’ Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, COMPANY. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as “XCU Hazards.”
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that COMPANY shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer’s liability.

4. For claims related to this Agreement, COMPANY's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to COMPANY's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  6. COMPANY shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If COMPANY does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to COMPANY under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and COMPANY shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

COMPANY: AssetPulse LLC  
Attention: Sujatha Bodapati], President  
1340 South DeAnza Boulevard, Suite 106,  
San Jose, California, 95129

19. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar collaborative association or legal entity. Both parties further agree that COMPANY shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. COMPANY shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors. At no time shall COMPANY's employees hold themselves out to be COUNTY employees.

20. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. COMPANY hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

- B. Licensure Requirements. COMPANY hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. COMPANY hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. COMPANY hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

21. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional applicable local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

22. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

23. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

24. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. ASSIGNMENT:

COMPANY may only assign this Agreement to an entity acceptable to the COUNTY to which COMPANY desires to transfer all or substantially all of its proprietary rights in the Software, whether through merger, acquisition, sale of assets or otherwise. COUNTY will be provided notice sixty (60) days prior to any such assignment and shall have fourteen (14) days to provide its consent or non-consent to the proposed assignment. Notwithstanding this explicit exception, neither party may assign, voluntarily, by operation of law, or otherwise, this Agreement without the other party's prior written consent, and any attempt to do so without that consent will be void. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

26. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

27. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of COMPANY. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and COMPANY shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

28. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

29. AMENDMENT:

This Agreement may be amended at any time upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

30. STANDARD OF PRACTICE:

COMPANY warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. COMPANY's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

31. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by COMPANY shall become the property of COUNTY. However, COMPANY may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, COMPANY shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

32. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

33. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY

prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. COMPANY shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

34. SUBCONTRACTS:

COMPANY shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. COMPANY shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

35. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

36. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 5D – Compensation upon Termination, Section 10 – Record Retention and Inspection, Section 12 – Confidential Information and Section 17 – Indemnification shall survive the expiration or termination of this Agreement.

37. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

38. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

39. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

40. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, third-party labor strikes or lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

41. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

42. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

43. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**ASSETPULSE:**

By: S. Cholepat Date: 6/10/22

Name: Sujatha Bodapati

Title: President

By: C. Bodapati Date: 6/10/22

Name: Chandra Bodapati

Title: Vice President

**COUNTY OF HUMBOLDT:**

By: Virginia Bass Date: 6/28/22  
Virginia Bass, Chair  
Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Phillips, Amanda Date: 06/20/2022  
Risk Management Digitally signed by Phillips, Amanda  
Date: 2022.06.20 13:51:14 -0700

**LIST OF EXHIBITS:**

- Exhibit A – Order Schedule
- Exhibit B – Technical Support and Maintenance Terms
- Exhibit C – Sample Invoice Form

**EXHIBIT A**  
**ORDER SCHEDULE**  
**ASSETPULSE LLC**  
**FOR FISCAL YEARS 2022-2023 THROUGH 2024-2025**

assetpulse 					
AssetPulse Quote for RFID Based Asset Tracking System March 10, 2022					
<b>Organization</b>	Humboldt county	<b>AssetPulse</b>			
<b>Attn:</b>	Bob Quance	Sujatha Bodapati			
<b>Address:</b>		1340 S.De Anza Blvd, #106, San Jose CA 95129			
<b>Phone:</b>		408-981-8902			
<b>Email:</b>	BQuance@co.humboldt.ca.us	suji@assetpulse.com			
	<b>RFID Based Solution for AssetTracking includes:</b>				
1	AssetGather Software - License Model				
2	RFID Hardware				
3	RFID Tags				
4	Professional Services				
<b>Year 1 - 2022-23</b>					
AssetGather Software - License Model					
Part Number	Description	Qty	List Price		Total Price
AP-10015	AssetGather Server application for additional 2100 assets a total of 4000 assets (Unlimited number of user logins and any number of locations can be created in the server software)	1	\$6,550.00	List Price \$16000. Paid \$9000 already and \$450 to be paid for the 100 asset upgrade quote provided. Quoting the difference. One time payment	\$6,550.00
AP-1003A	AssetGather Adaptor software - to monitor and collect data from fixed readers	1	\$650.00	Per reader - One time payment	\$650.00
AP-30015	Annual Maintenance on AssetGather Server for additional 2000 assets from Jul 2022 - Jun 2023. This is inclusive of software updates and patches for AssetGather Server.	1	\$1,637.50	Recurring annually	\$1,637.50
AP-3002A	Annual Maintenance on AssetGather Adaptor software for the period Jul 2022 - Jun 2023. This is inclusive of software updates and patches for AssetGather Adaptor.	1	\$162.50	Recurring annually	\$162.50
AP-HOSTING	AssetGather server hosting charges for additional 2000 assets and 1 additional adaptor from Jul 2022 - Jun 2023	12	\$125.00	Recurring annually	\$1,500.00
<b>Total for AssetGather software</b>					<b>\$10,500.00</b>
Annual Maintenance for existing server, mobile, adaptor and hosting for the year Jul 2022 - Jun 2023					
Part Number	Description	Qty	List Price	Description	Total Price
AP-30015	Annual Maintenance on AssetGather Server for the period 1st Jul 2022 - 30th Jun 2023 for existing 2100 assets. This is inclusive of software updates and patches for AssetGather Server.	1	\$2,362.50	Recurring annually	\$2,362.50
AP-3002M	Annual Maintenance on AssetGather Mobile 1st Jul 2022 - 30th Jun 2023. This is inclusive of software updates and patches for AssetGather Mobile.	1	\$750.00	Recurring annually	\$750.00
AP-3002A	Annual Maintenance on AssetGather Adapter 1st Jul 2022 - 30th Jun 2023. This is inclusive of software updates and patches for AssetGather Adapter	2	\$162.50	Recurring annually	\$325.00
AP-HOSTING	AssetGather server hosting charges for 1st Jul 2022 - 30th Jun 2023 for handling existing 2000 assets and 2 adaptor software. Charge per month calculated for a year.	12	\$150.00	Recurring annually	\$1,800.00
<b>Total Price for AssetGather software - Annual Maintenance</b>					<b>\$5,237.50</b>
RFID Reader Hardware					
Part Number	Description	Qty	List Price		Total Price
AP-IP1-PL-PK	Passive RFID Fixed Reader with 4 antenna and plenum rated cables. Power supply and cord included. One year manufacturer's warranty included 	1	\$4,206.00	per kit	\$4,206.00
AP-SHIP	Estimated shipping and handling cost	1	\$500.00		\$500.00
<b>Total Price for RFID Reader Hardware (AP-IP1-PL-PK is not included towards the total)</b>					<b>\$4,706.00</b>

RFID Tags					
Part Number	Description	Qty	List Price		Total Price
APTI-XVTR	The tag reads well on metallic and non-metallic surfaces. It is an adhesive based tag. It is well suited for tagging IT Assets and lab equipment. Dimensions : 50 x 17 x 5 mm (1.97 x 0.67 x 0.20 in).	3,500	\$3.76		\$13,160.00
TBD	Location Tags	1,000	\$4.00		\$4,000.00
AP-Setup	Setup fee per tag type (Includes tag encoding and barcode labelling)	2	\$300.00		\$600.00
AP-SHIP	Estimated shipping and handling cost	2	\$500.00		\$1,000.00
The tag cost varies based on quantity. The prices quoted above are applicable for the quantity of tags given.					
Total Price for RFID Tags:					\$18,760.00
Professional Services					
Part Number	Description	Qty	List Price		Total Price
AP-4001PS	Daily Onsite services rate (Travel and boarding additional)	2	\$1,350.00	per engineer	\$2,700.00
AP-4002T&B	Travel and Board for 2 persons for 2 days	1	\$2,000.00		\$2,000.00
AP-SUPPRT	Remote deployment support - Year 1	140	\$125.00	per hour	\$17,500.00
Total Price for Professional Services:					\$22,200.00
Tax					\$1,976.36
Year 1 Total (License Model Software, Hardware, Tags & Professional services)					\$63,379.86

### Year 2 - 2023-24

AssetGather Software - License Model					
Annual Maintenance for the year 2023 - 2024					
Part Number	Description	Qty	List Price	Description	Total Price
AP-3001S	Annual Maintenance on AssetGather Server for the period 1st Jul 2023 - 30th Jun 2024 for 4000 assets. This is inclusive of software updates and patches for AssetGather Server.	1	\$4,000.00	Recurring annually	\$4,000.00
AP-3002M	Annual Maintenance on AssetGather Mobile 1st Jul 2023 - 30th Jun 2024. This is inclusive of software updates and patches for AssetGather Mobile.	1	\$750.00	Recurring annually	\$750.00
AP-3002A	Annual Maintenance on AssetGather Adapter 1st Jul 2023 - 30th Jun 2024. This is inclusive of software updates and patches for AssetGather Adapter	3	\$162.50	Recurring annually	\$487.50
AP-HOSTING	AssetGather server hosting charges for 1st Jul 2023 - 30th Jun 2024 for handling up to 4000 assets and 3 adaptor software. Charge per month calculated for a year.	12	\$275.00	Recurring annually	\$3,300.00
Total Price for AssetGather software - Annual Maintenance					\$8,537.50
RFID Tags					
Part Number	Description	Qty	List Price		Total Price
APTI-XVTR	The tag reads well on metallic and non-metallic surfaces. It is an adhesive based tag. It is well suited for tagging IT Assets and lab equipment. Dimensions : 50 x 17 x 5 mm (1.97 x 0.67 x 0.20 in).	600	\$4.14		\$2,484.00
AP-Setup	Setup fee per tag type (Includes tag encoding and barcode labelling)	1	\$300.00		\$300.00
AP-SHIP	Estimated shipping and handling cost	1	\$200.00		\$200.00
The tag cost varies based on quantity. The prices quoted above are applicable for the quantity of tags given.					
Total Price for RFID Tags:					\$2,984.00
Professional Services					
Part Number	Description	Qty	List Price		Total Price
AP-SUPPRT	Remote deployment support - Year 2	65	\$125.00	per hour	\$8,125.00
Total Price for Professional Services:					\$8,125.00
Tax					\$229.77
Year 2 Total (License Model Software, Hardware, Tags & Professional services)					\$19,876.27

### Year 3 - 2024-25

AssetGather Software - License Model					
Annual Maintenance for the year 2023 - 2024					
Part Number	Description	Qty	List Price	Description	Total Price
AP-3001S	Annual Maintenance on AssetGather Server for the period 1st Jul 2023 - 30th Jun 2024 for 4000 assets. This is inclusive of software updates and patches for AssetGather Server.	1	\$4,000.00	Recurring annually	\$4,000.00
AP-3002M	Annual Maintenance on AssetGather Mobile 1st Jul 2023 - 30th Jun 2024. This is inclusive of software updates and patches for AssetGather Mobile.	1	\$750.00	Recurring annually	\$750.00
AP-3002A	Annual Maintenance on AssetGather Adapter 1st Jul 2023 - 30th Jun 2024. This is inclusive of software updates and patches for AssetGather Adapter	3	\$162.50	Recurring annually	\$487.50
AP-HOSTING	AssetGather server hosting charges for 1st Jul 2023 - 30th Jun 2024 for handling up to 4000 assets and 3 adaptor software. Charge per month calculated for a year.	12	\$275.00	Recurring annually	\$3,300.00
Total Price for AssetGather software - Annual Maintenance					\$8,537.50

RFID Tags					
Part Number	Description	Qty	List Price		Total Price
APT-XVTR	The tag reads well on metallic and non-metallic surfaces. It is an adhesive based tag. It is well suited for tagging IT Assets and lab equipment. Dimensions : 50 x 17 x 5 mm (1.97 x 0.67 x 0.20 in).	600	\$4.14		\$2,484.00
AP-Setup	Setup fee per tag type (Includes tag encoding and barcode labelling)	1	\$300.00		\$300.00
AP-SHIP	Estimated shipping and handling cost	1	\$200.00		\$200.00
<i>The tag cost varies based on quantity. The prices quoted above are applicable for the quantity of tags given.</i>					
<b>Total Price for RFID Tags</b>					<b>\$2,984.00</b>
Professional Services					
Part Number	Description	Qty	List Price		Total Price
AP-SUPPRT	Remote deployment support - Year 2	65	\$125.00	per hour	\$8,125.00
<b>Total Price for Professional Services</b>					<b>\$8,125.00</b>
<b>Tax</b>					<b>\$229.77</b>
<b>Year 3 Total (License Model Software, Hardware, Tags &amp; Professional services)</b>					<b>\$19,876.27</b>
<b>Grand Total (Years 1-3)</b>					<b>\$109,132.40</b>

Terms & Conditions	
1	Prices are subject to change without notice.
2	Prices quoted are valid for a period not to exceed 90-days from the date of the quote. Issuance of PO by customer indicates acceptance of the Terms and Conditions in the quote.
3	All prices quoted in U.S. dollars.
4	Additional charge of 3% for credit card payments
5	Minimum commitment of 24 months required for hosted service. Not applicable for license version
6	Late payment fees will be assessed for overdue payments at the rate of 1.5% per month.
7	Customer is responsible for all computers and for mounting and wiring (power and/or ethernet) of all devices to be installed.
8	All hardware, tags and software sales are final. Extended Warranty and Maintenance Agreements are Non-Cancelable.
9	All devices need network connectivity to communicate with the AssetGather Server Application. Customer has to provide the network infrastructure required for the network communication for these devices. AssetPulse is not liable if network security restrictions prevent the communication of these devices to the server application
10	Shipping charges, customs charges and tax where applicable, apply to all orders
11	Shipments valued over \$100 will be insured and is to be borne by customer
12	Hardware products carry the manufacturer's warranties. Such warranties commence on the date of shipment from the supplier.
13	Extended warranty can be purchased by customer wherever possible and needed.
14	Cost of professional services and travel expenses including boarding and lodging, if applicable, to be paid bi-weekly. Cost of remote support hours to be paid in full at start of project. Hours will be banked and used as and when needed.
15	Cost of tagging services and travel expenses including boarding and lodging, if applicable, to be paid bi-weekly
16	Billing for on-site services will be billed at one-half day minimum charge at AssetPulse's current rate and will be calculated on a portal-to-portal basis. Travel expenses such as tolls, transportation, lodging and meals will be billable, if they are required.
17	Payment terms - Net 30
18	AssetPulse, and/or its suppliers/partners, will not be held liable for any special, incidental or consequential damages whatsoever, including loss of business information arising out of the use or inability to use products supplied. AssetPulse is not liable for any abuse or mishandling of our products by the customer. This includes as a minimum, fires, floods and/or Acts of God.

**EXHIBIT B**  
**TECHNICAL SUPPORT & MAINTENANCE TERMS**  
ASSETPULSE LLC  
FOR FISCAL YEARS 2022-2023 THROUGH 2024-2025

1. MAINTENANCE SERVICE STRUCTURE.

COMPANY will provide Maintenance to COUNTY so long as COUNTY has a Supported Software license. Maintenance is available for the most current version of the software and for the previous sequential release for up to 12 months after the current version becomes generally available.

COMPANY will have no support obligation to COUNTY (a) at the end of the Maintenance term of this Agreement unless COUNTY elects to obtain additional support by paying COMPANY an annual maintenance renewal fee; (b) where COUNTY is using a version of the Software that is not the then-current or previous sequential release, or (c) where the Software has been modified by COUNTY.

In the event COUNTY elects not to obtain or renew Maintenance, COUNTY may retain the Software and supporting documentation but will have no further rights to Maintenance for the Software. COUNTY agrees to test and verify any suspected error or defect in the Software and to report defects to COMPANY in a timely manner. Upon request, COUNTY will provide COMPANY with reasonable assistance in order to reproduce a problem.

Maintenance services do not cover hardware, operating systems, networks, or third-party software. Additional fees will be charged for hardware, operating system, network and third-party product troubleshooting. The COMPANY customer service engineer will notify COUNTY as soon as the billable status of the incident is determined. COUNTY may choose to close the incident at that time without charge.

COUNTY may reinstate lapsed Maintenance by paying COMPANY an amount equal to one hundred twenty percent (120%) of the lapsed Maintenance Fees.

- A. Maintenance Releases. COMPANY hereby agrees to furnish to COUNTY within a reasonable time after publication one (1) copy of any Release, Update or Upgrade to the Product, in object code format, which is published and generally made commercially available by COMPANY to its customers. All releases, Updates, Upgrades and Workarounds provided hereunder shall be deemed with the definition of Product. The Releases, Updates, Upgrades or Workarounds provided hereunder shall only be used to update the Product and no other software.
- B. Maintenance Services. COMPANY support personnel can install and test maintenance releases and product fixes to COMPANY supported software at a reasonable cost. These services will be provided remotely and will be coordinated with COUNTY IT management.
- C. Scope of Support. The Product support set forth herein is provided only with respect to (i) the operation of the Product on production releases of authorized operating systems and (ii) only for unmodified versions of the Product. Support for operation of the Product on Beta and other pre-production release hardware or operating systems and support for modified versions of the Product are specifically excluded from this Agreement.
  - (1) Unless otherwise specified in writing, the Product support set forth herein shall be provided only for (i) the most current Release version of the Product currently shipping

to new customers and (ii) the Release version immediately preceding the most current Release version.

- D. Email Support. COUNTY shall send support issues via email to the specific COMPANY email ID provided in Section 8.B. of the Agreement concerning the use of the Product or Errors, subject to the terms and conditions of this Agreement.
- E. Designated Persons. Two (2) of COUNTY'S employees trained on the Product and designated by COUNTY regarding support and maintenance of Produce as set in writing by COUNTY within this Agreement, and as may be substituted from time to time by notice to COMPANY.
- F. Correction of Product Errors.
1. Classification. Errors in the Produce are classified according to severity of impact on the use of the Product as follows:
    - a. Fatal Impact - An Error that renders the Licensed Product inoperative or causes the Licensed Product to substantially fail.
    - b. Severe Impact – Errors disabling major functions.
    - c. Degraded Operations – Errors disabling non-essential functions.
    - d. Minimal Impact – Any other errors.
  2. Correction. COMPANY hereby agrees to use all commercially reasonable efforts to acknowledge software Errors reported in writing to COMPANY by COUNTY and to use all commercially reasonable efforts to provide Workarounds and updates according to the following schedule. In addition, in some cases the Product may not conform to documentation because of a documentation error, rather than a Product error, in which case COMPANY shall provide corrections to, or corrected, documentation. COUNTY acknowledges that implementation of Updates may require re-compilation of files, and/or making other changes necessitated thereby.

Classification	Acknowledgement	Workaround	Update
A – Fatal	Within 4 hours	1-2 business days	7 business days
B – Severe	Within 8 hours	3 business days	14 business days
C – Degraded	1 business day	20 business days	30 business days
D – Minimal	5 business days	At COMPANY's discretion	At COMPANY's discretion

- G. Special Services. All Product maintenance or support which COUNTY requests, and which COMPANY in its discretion, agrees to provide, and which is not specifically provided pursuant to this Agreement shall be provided at COMPANY'S then standard charges therefore. This shall also include all services provided by COMPANY, at COUNTY'S request other than during COMPANY'S normal working hours and COMPANY'S California headquarters. Such special services shall be invoice monthly.
- H. Responsibilities of COUNTY. COUNTY shall be responsible for: (i) reporting Errors promptly, via email, in English; (ii) providing sufficient information to COMPANY for COMPANY to duplicate the circumstances indicating a reported Product defect or Error; (iii)

incorporating Workarounds, Updates, Upgrades and releases to the Product; (iv) promptly paying all maintenance fees and other amounts payable hereunder; and (v) providing all reasonable cooperation and full information to COMPANY with respect to COMPANY's furnishing of support hereunder.

- I. Hardware Configuration. COUNTY shall be responsible for providing the minimum hardware for running the AssetPulse application as provided by COMPANY. Any and all issues which are not reproducible in the standalone hardware environment will be billable as described under section G – Special Services, above.
  
- J. Other. COUNTY shall be responsible for payment of all communication costs with respect to the reporting of errors outside of the United States and all reasonable and approved travel costs incurred by COMPANY in connection with the provision of support hereunder.

**EXHIBIT C**  
**SAMPLE INVOICE FORM**  
 ASSETPULSE LLC  
 FOR FISCAL YEARS 2022-2023 THROUGH 2024-2025

*(Place on agency letter head)*

**INVOICE**

**Contractor Name**  
**Contract Reference**  
**Contractor Street Address**  
**City, State, Zip Code**

**Invoice Date**  
**Invoice Period**  
**Invoice Number**

**Contact Name**  
**Contact Phone Number**

<b>Date of Service</b>	<b>Quantity</b>	<b>Description of Service</b>	<b>Rate</b>	<b>Total</b>
<b>Total Invoiced Amount</b>				