GENASYS SAAS SERVICES AGREEMENT

This SaaS Services Agreement (the "Agreement"), dated effective as of the date signed by both parties below (the "Effective Date") is between **Genasys Inc.**, with a principal address at 16262 W Bernardo Drive, San Diego, CA 92127 ("Genasys") and -, with a principal address at   ("Customer").

RECITALS:

A. Genasys has developed certain software that is available to access online as a subscription service, together with other software applications, content and materials provided by Genasys as part of the hosted Software system or otherwise.

B. Customer desires to access and use the Genasys Software, and Genasys desires to provide such rights to Customer, subject to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Genasys and Customer agree as follows:

AGREEMENTS:

1. General Definitions.

    (a) "Confidential Information" means the Software, Customer Data, technology, business plans and information, trade secrets, written materials marked as confidential and other information that is identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it.

    (b) "Customer Data" means all content, data and information generated by Customer and provided by Customer and its Users to Genasys, including through inputting into the Software, such as Personal Data and Notification contents. Customer Data does not include Feedback or data created by Genasys.

    (c) "Documentation" means Genasys' written or online user instructions and/or manual for the Software, as updated by Genasys from time to time.

    (d) "Feedback" means any suggestions, enhancement requests, complaints or other feedback from Customer or Users relating to the System or Genasys' Services.

    (e) "Malicious Code" means any virus, worm, trap door, back door, snoop-ware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Software unusable or intentionally interfere with the use of the Software or a User's computer system or software.

    (f) "Notifications" means notifications sent through or provided by the Software at Customer's instruction, such as emergency and safety alerts.

    (g) "Personal Data" means information that identifies a particular individual, such as name, birthdate, address, telephone number, e-mail, identification numbers, financial account information, and personal health information. If applicable law in the jurisdiction where a person resides defines personal information or data, that definition shall apply.

    (h) "Quote" means a quote provided by Genasys and agreed to by Customer, for the provision of the Software and other Services to Customer. Quotes may be attached as an exhibit to this Agreement, but not doing so shall not affect their validity.

(i) "Services" means Genasys' hosting services for the Software, onboarding services, Software support and maintenance, and any additional consulting, professional, or other services offered by Genasys to its customers as part of or in connection with the Software, including services provided under a separate statement of work ("SOW") or order form for which Genasys may charge a separate fee.

(j) "Software" means the hosted Genasys software that Customer is entitled to access and use under this Agreement, including updates, upgrades, enhancements, fixes, additional features, and other modifications provided by Genasys. "Software" also includes any downloadable mobile applications and onsite software provided to Customer and its Users by Genasys.

(k) "Term" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 6(a).

A. "Third-Party Offerings" means any applications, services, software (open source or proprietary), and other products owned by third parties that are incorporated into or interoperate with the Software.

(l) "Users" means individuals whose agency or entity is listed on Exhibit A, and who are authorized by Customer and Genasys to access and use the Software and who have been provided user identifications and passwords by Customer.

2. Subscription to Software; Rights and Restrictions. Genasys grants Customer a non-exclusive, non-transferable right to access and use the Software during the Term, and solely for use by Users who are authorized under Exhibit A or a supplemental order or SOW agreed to by the parties. Customer and its Users will be provided online access to the Software and any related products and Services offered by Genasys that are made available online as part of the hosted Software. Customer is also granted a license to install and use downloadable or onsite Software at Client's location(s), and in the case of mobile apps, a license to download and use such apps on the electronic devices of Client's Users, subject to the terms of the Genasys end user license agreement for the apps. Hosted Software will reside either on Genasys' servers or on the servers of a third party that is in the business of hosting web- or cloud-based software applications (currently AWS). The Software is subject to the following terms and limitations:

(a) Usage. Use of the Software is limited to Customer's own internal business. Customer may authorize Users to access and use the Software and related materials that Genasys makes available with the Software. Customer and Users are authorized to use the Software only as part of the Software, except as otherwise specifically set forth in this Agreement. Genasys' representations, warranties and commitments set forth in this Agreement are made only to Customer, not to Users.

(b) Updates and Modifications. Customer acknowledges and agrees that the Software, Documentation and other materials that may be made available by Genasys as part of the Software may be updated and modified from time to time, in Genasys' sole and reasonable discretion. Updates to the Software will be made available to Customer at no additional charge; this does not include optional features or different versions of the Software for which Genasys has a separate charge. Customer agrees that its purchase of the Services is not contingent on Genasys' delivery of any particular future functionality or features in the Software.

(c) Restrictions. Customer will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, data programming methods or Confidential Information from the Software. Customer will not modify or create derivative works of the Software or use it in order to build a competitive product or service, or copy any features, functions or graphics of the Software.

(d) Acceptable Use Terms. Customer agrees that it and its Users:

- will not share the Software or its data with any unauthorized third party or user.
- will not use the Software in any manner that is unlawful or is prohibited by this Agreement, or that may damage, disable, overburden, or impair the Software or interfere with any other party's use and enjoyment of the Software.
- will not obtain or attempt to obtain any materials or information on or through the Software through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining.
- will not use any bots, spiders, page-scraping or other automated or manual processes or methods to copy or monitor this Software or any of its contents.
- will not upload to the Software any libelous or unlawful content or any materials or instructions that may cause harm or injury, or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights.

- will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any other way use or exploit any of the content of the Software or other Provider Materials other than for their authorized purposes.
- will not delete or alter any proprietary rights or attribution notices in any content or Provider Materials obtained through the Software.

(e) <u>Customer Responsibilities</u>. Customer agrees to conduct only authorized business on the Software and to limit the number of Users who may send Notifications through the Software to those that are reasonably necessary. Customer is responsible for any breach of these terms by its Users. Customer is responsible for its Users' compliance with the restrictions and other terms of this Agreement, and will promptly notify Genasys of any material breach by any of them. Customer is solely responsible for all content uploaded by it and its Users to the Software and for all Notifications transmitted through the Software. Genasys may monitor the Software to verify compliance with this Agreement.

(f) <u>Third-Party Offerings</u>. The Software may contain features designed to interoperate with Third-Party Offerings. To use such features, Customer may be required to obtain access to such Third-Party Offering from its provider. If the provider of a Third-Party Offering ceases to make it available for use with the Software on terms acceptable to Genasys, Genasys may cease providing such features without entitling Customer to any refund, credit, or other compensation. If Third-Party Offerings are embedded in the Software (such as open source components) or provided by Genasys as an integrated part of the Software, they are governed by the applicable terms of this Agreement unless Genasys provides a separate third-party license or subscription agreement for such Third-Party Offerings to Customer. Third-Party Offerings are authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

3. <u>Other Services</u>.

(a) <u>Technical Support and Maintenance</u>. Genasys will provide Customer with technical support and maintenance Services to assist Customer in utilizing the Software. Genasys will provide Customer with telephone, email and/or web-based technical support and maintenance Services to assist Customer in utilizing the Software. Critical requests (Software system is down or unusable) will be addressed by Genasys on a 24/7 basis. Less critical requests will be addressed during Genasys' business hours. Genasys support personnel will use reasonable, good faith efforts to resolve material support issues in a timely manner. Genasys may update its support and maintenance policies from time to time, upon notice to Customer. Genasys is not responsible for problems caused by third-party software or services or by other causes outside of Genasys' reasonable control.

(b) <u>Professional Services</u>. Upon Customer's request and subject to a separate written order, SOW or Agreement addendum between the parties, Customer may purchase additional Services from Genasys. All such Services are subject to the terms and conditions set forth in such SOW, order or addendum as well as this Agreement. If there is a conflict, such SOW, order or addendum will have priority over the terms of this Agreement.

4. <u>Ownership</u>.

(a) <u>Genasys Ownership</u>. Genasys owns and retains all right, title and interest in and to the Software, Genasys' trademarks and service marks, Genasys' website and its contents, any custom developments, training and other written or electronic documents and materials provided by Genasys that relate to the Software, and all intellectual property rights in the foregoing ("<u>Genasys IP</u>"), subject to the rights granted in this Agreement. Genasys IP may be used by Customer and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved by Genasys.

(b) <u>Data Ownership and License</u>. As between the parties, Customer owns all Customer Data provided by it and its Users. Customer shall deliver Customer Data to Genasys as reasonably requested by Genasys. Genasys owns all data and materials developed or created by it in connection with this Agreement, including any GIS-formatted databases. Customer hereby grants to Genasys a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, fully paid-up license to use, reproduce, modify, prepare derivative works, distribute, sublicense, perform, display, and otherwise exploit Customer Data in connection with the Services and Genasys' business, including without limitation for the purpose of promoting and providing its Software and services to others. Genasys may use and share Customer Data with third parties as necessary or appropriate to provide the Services to Customer, to comply with Genasys' legal obligations, and to exercise its legal rights.

(c) <u>Usage Data</u>. The Software tracks metadata and other usage data and statistics related to Customer's and Users' use of the Software ("<u>Usage Data</u>") and provides such data to Genasys. Genasys shall own such Usage Data and may aggregate, use, distribute and sell Usage Data for any legal purpose, including without limitation to provide services, for marketing, and to improve the Software and Genasys' other products and services. Usage Data does not include any Personal Data, and except as otherwise provided herein, Genasys shall not provide such data to

any third party unless it has been anonymized and/or aggregated with other customers' and users' data, so that it is not identifiable as to any individual or customer.

    (d) <u>Feedback</u>. Genasys shall have a royalty-free, worldwide, irrevocable, perpetual license to use Feedback and incorporate it into Genasys' software, products and services. Genasys shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Customer in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback.

5. <u>Fees</u>.

    (a) <u>Fees</u>. Customer's access to the Software is subject to timely payment of the fees specified in the applicable Quote (the "<u>Fees</u>"). Fees for the Services are based on the type of Software for which access rights are purchased, regardless of actual usage. Payment is due upon receipt of the invoice.

    (b) <u>Taxes</u>. Customer is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Genasys' net income. If Customer is a tax-exempt entity, Customer shall provide a tax-exemption certificate to Genasys upon request.

    (c) <u>Past Due Amounts</u>. If any amounts owed by Customer are thirty (30) or more days overdue, Genasys may, without limiting its other rights and remedies: (i) charge interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) suspend Customer's access to the Software under Section 6(d); or (iii) terminate this Agreement under Section 6(b) and accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable.

    (d) <u>Other</u>. All amounts paid under this Agreement are payable in U.S. dollars. Payment obligations are non-cancellable and payments are non-refundable, other than as expressly set forth in this Agreement. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding, except as may be required by law.

6. <u>Term and Termination; Suspension</u>.

    (a) <u>Term</u>. This Agreement begins on the Effective Date specified above and will continue for the initial term specified in the applicable Quote (the "<u>Initial Term</u>"). At the end of the Initial Term, this Agreement will automatically renew for additional twelve (12) month renewal terms (each a "<u>Renewal Term</u>") at Genasys' then-current rates or as otherwise agreed in writing by the parties, subject to termination as set forth below. Either party may give the other party written notice of non-renewal of this Agreement at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term.

    (b) <u>Termination for Cause</u>. Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.

    (c) <u>Suspension</u>. Genasys may suspend Customer's and its Users' access to the Software (i) upon ten (10) days' prior written notice and opportunity to cure the breach, if Customer is in material breach of this Agreement, including past-due fees; or (ii) immediately, if improper use of the Software is causing or is likely to cause material harm to the Software or to Genasys, or if there is an actual or suspected violation of law. Genasys will promptly notify Customer of the suspension. Genasys will limit a suspension under subsection (ii) to that which is reasonable under the circumstances.

    (d) <u>Effect of Termination</u>. Upon final termination of this Agreement, Customer will no longer have access to the Software. Customer will promptly pay all outstanding amounts owed to Genasys and, if this Agreement was terminated for cause by Genasys, any unpaid fees covering the remainder of the Term. The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive, including without limitation terms regarding payment, ownership, perpetual licenses, confidentiality, limitations of liability, indemnity and disclaimers.

7. <u>Confidential Information</u>.

    (a) <u>Confidentiality Obligations</u>. The receiving party of Confidential Information (i) shall not disclose any Confidential Information to any person other than its employees and independent contractors who have a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement.

(b) Legally Required Disclosures. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with a public records act, open records act or other similar laws or regulations; provided that (i) it gives the disclosing party, if legally permissible, reasonable prior notice of the disclosure request; and (ii) it reasonably cooperates with the disclosing party in any responses to such request, including any reasonable objections to the disclosure request. Where Customer is a governmental agency, Customer may disclose, pursuant to a public records act disclosure request, any information that appears on a publicly available website in static form. The parties acknowledge and agree, however, that the GIS-formatted database developed and made available online by Genasys as part of the Software is dynamic and Genasys' proprietary intellectual property and may be accessed by third parties only through such Software, and is not itself to be provided to third parties unless the parties agree, or it is so ruled by a court of competent jurisdiction, that disclosure of such GIS-formatted database is required by applicable law in a particular case. Where disclosure of the GIS-formatted database is required by law, Customer must obtain the recipient's written agreement to use it only for informational purposes and not for commercial purposes, unless such usage restrictions violate applicable law. The parties further acknowledge and agree that the data contained in this GIS-formatted database pertains to a serious public safety interest, including dynamic evacuation information for humans and animals during a public safety event, and includes data that is critical to the accurate accumulation, management and dissemination of life-saving evacuation information. Thus, where disclosure of the GIS-formatted database is or may be required by law, Customer shall redact or segregate the information contained in the GIS-formatted database to the extent that exact dynamic evacuation information cannot be obtained from the database so as to prevent public confusion on dynamic evacuation information during a public safety event. If Customer receives a Public Records Act request for GIS-formatted database information, Customer shall notify Genasys of the request for potentially Confidential Information. Genasys shall, within two days, provide County with a determination as to which, if any, requested material is confidential, and shall indemnify County for assertion of Trade Secret or other ground of confidentiality in any potential resulting lawsuit alleging violation of the California Public Records Act.

8. Data Security.

(a) Reasonable Safeguards. Each party will collect and process any Personal Data of individuals contained in the Customer Data in compliance with applicable data privacy and protection laws, statutes, and regulations. Genasys agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data. Customer will also maintain commercially reasonable administrative, physical, and technical safeguards and processes for protecting the security and confidentiality of its Users' passwords and account IDs for the Software. Please refer to Genasys' privacy policy on its website, which informs users of Genasys' policies and practices related to collection, storage, processing, destruction, and other use of Personal Data.

(b) Breach Notifications. Customer will promptly notify Genasys if any account IDs or passwords are compromised or unauthorized persons are accessing the Software. Genasys will promptly inform Customer if there is a material breach of the security or confidentiality of Personal Data in Genasys' possession or control. Genasys and Customer will coordinate and cooperate regarding informing any affected individuals and competent governmental authorities of a data breach as required under applicable laws and regulations.

9. Customer's Warranties. Customer represents and warrants to Genasys that:

(a) Customer has full power and authority to enter into this Agreement and make the agreements specified herein.

(b) Customer has all necessary rights and consents required to upload all Customer Data, including Personal Data, into the Software or otherwise provide such Customer Data to Genasys. Customer Data will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights, and Customer and its Users will not transmit any unauthorized data or content to Genasys or the Software.

(c) Customer and its Users will use the Software only as permitted by applicable laws and regulations, including without limitation federal and state privacy laws, FCC laws, text messaging laws, and anti-spam laws. Customer shall not send Notifications to emergency phone numbers and other numbers that may not legally be called by an automated Software. Customer agrees that it is Customer's sole responsibility to ensure that Customer and its Users are using the Software in a manner that does not violate any law or regulation.

(d) The parties acknowledge that a third-party service provider may request that Genasys block Customer's access to certain telephone numbers ("Blocked Numbers") and in such case Genasys may deactivate access to the Blocked Numbers. At Customer's request, Genasys may provide Customer with the ability to unblock the Blocked Numbers so that Customer may send communications to the Blocked Numbers via the Software. In such event, Customer represents and warrants to Genasys that it has all rights, licenses and permits necessary to unblock,

access and use the Blocked Numbers for the purposes of this Agreement. At Genasys' request, Customer will cooperate with Genasys and produce evidence of such rights to any third party that challenges the unblocking, access or use of the unblocked Blocked Numbers by Customer. Customer will defend, indemnify and hold harmless Genasys and such service provider(s) from and against any and all claims, suits, proceedings, damages, costs and expenses, including court costs and reasonable attorneys' fees, arising out of or incurred with respect to the unblocking for, access to and/or use of the Blocked Numbers by Customer under this Agreement.

10. <u>Genasys Warranties and Disclaimers</u>.

    (a) <u>Genasys Warranties</u>. Genasys warrants to Customer as follows:

        (i) Genasys has full power and authority to enter into this Agreement and make the agreements specified herein.

        (ii) Genasys warrants, from and after the go-live date of the Software for Customer, that the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation.

        (iii) Genasys will use commercially reasonable, industry-standard efforts and means to keep Malicious Code out of the Software.

        (iv) Genasys will perform Services in a professional and workmanlike manner and in material compliance with the terms of the applicable Quote.

    (b) <u>Exclusions</u>. Genasys' warranties exclude non-performance issues that result from (i) modification of the Software by Customer or any person or entity other than Genasys; (ii) defects or problems that are outside the reasonable control of Genasys, including defects or damage resulting from use of the Software in other than its normal and authorized manner; (iii) Third-Party Offerings; or (iv) Customer's or its Users' failure to comply with due standards of care.

    (c) <u>Remedies</u>. In the event of a breach of any Genasys warranty, Customer shall contact Genasys within thirty (30) days of Customer's discovery of the breach, specifying the breach in reasonable detail. Customer's sole and exclusive remedies and Genasys' entire liability for breach of any warranty will be:

        (i) in the case of a breach of warranty with respect to the Software, at Genasys' option, Genasys will repair any material, reproducible defect in the Software, or replace the defective part with reasonably equivalent functionality. If Genasys is unable or fails to cure the warranty breach within a reasonable time, Genasys or Customer may, within three months of the initial occurrence of the breach, terminate this Agreement upon fifteen (15) days' prior written notice.

        (ii) in the case of a breach related to other Services, Genasys shall, at its option, either re-perform the Service at no additional charge to Customer or refund to Customer the applicable fees for such Service.

    (d) <u>Limitation of Warranties</u>. Except as expressly set forth herein, **THE SOFTWARE AND ALL PRODUCTS AND SERVICES ARE PROVIDED BY GENASYS "AS IS" AND GENASYS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE**, whether arising by law, by reason of custom or usage of trade, or by course of dealing. Genasys does not warrant that the Software or its Services are error-free. Genasys is not responsible or liable for any problems or interruptions in the Software due to issues with third-party hosting services or Internet service providers. Open source copyright holders have no liability to Customer for any reason. Warranties are not transferable to a third party, other than in connection with a permitted assignment of this entire Agreement under Section 14.

    (e) <u>Outgoing Software Notifications</u>. Customer acknowledges and agrees that: (i) Notifications sent via SMS and some other channels may not be delivered to the intended telephone if it is not in range of a transmission site or if sufficient network capacity is not available at a particular time; (ii) even within a coverage area, factors beyond the control of Genasys or the wireless or telecom carrier may interfere with Notification delivery, including without limitation Customer's or the intended recipient's equipment, terrain, proximity to buildings, foliage, weather or other conditions; (iii) Notifications to certain numbers may be blocked; and (iv) urgent Notifications may not be timely received. Neither Genasys nor the wireless carrier warrants or guarantees that Notifications will be delivered.

11. <u>Indemnification</u>.

(a) Mutual Indemnity. Each party (as the "Indemnifying Party") shall defend or settle at its expense any third party claim or action brought against the other party (the "Indemnified Party") arising out of the Indemnifying Party's breach of this Agreement or any grossly negligent acts or willful misconduct of the Indemnifying Party or its personnel.

(b) Genasys Indemnity. Genasys shall defend or settle at its option and expense any third party claim or action brought against Customer alleging that the Software infringes a U.S. registered patent or copyright or misappropriates a trade secret. Genasys shall have no liability for any infringement claim to the extent such claim is based on: (i) modification of the Software other than by Genasys personnel; (ii) any open source or other Third-Party Offering; or (iii) the combination, operation or use of the Software with any software, hardware or other materials not furnished by Genasys. In the event of an infringement claim, Genasys may at its option and expense replace or modify the Software with reasonably equivalent non-infringing functionality or procure for Customer the right to continue using the Software. If neither of these alternatives is available on a commercially reasonable basis, Genasys may terminate this Agreement and refund to Customer any prepaid fees for the period after termination. This Section 11(b) states the entire extent of the liability and obligations of Genasys with respect to any alleged infringement or misappropriation of intellectual property rights.

(c) Customer Indemnity. Customer shall defend or settle at its option and expense any third party claim or action brought against Genasys arising out or relating to (i) any infringement claims or privacy breaches arising out of the Customer Data, other than a security breach for which Genasys is responsible; (ii) use of the Software in violation of law or the terms of this Agreement; or (iii) bodily injury, death of any person or damage to real or tangible, personal property resulting from Customer's use of the Software, including the posting, sending or failure of any Notifications or other notices and information through the Software.

(d) Indemnification Procedure. The Indemnified Party shall promptly notify the Indemnifying Party of the claim, grant the Indemnifying Party sole control of the defense of the claim and all related settlement negotiations, and provide the Indemnifying Party with the assistance, information and authority reasonably necessary to defend the claim, at the Indemnifying Party's expense. The Indemnified Party may, at its option and expense, be represented by separate counsel in any such action. The Indemnifying Party shall pay all damages, costs and expenses, including reasonable attorneys' fees and court costs, payable to the third party claimant.

12.   Insurance Requirements

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

A.   General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, 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 CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1.   Cyber Liability Insurance with limits not less than Two Million Dollars ($2,000,000.00) per claim (Four Million Dollars ($4,000,000.00) aggregate). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to, infringement of copyright, trademark, trade dress, invasion of

privacy violations, information theft, damage to or destruction of electronic information, release of private information and alteration of electronic information. Such policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

2. Technology Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars ($2,000,000.00) for each occurrence (Four Million Dollars ($4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

(iii) <u>Special Insurance Requirements</u>. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. 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 CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

2. 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.

3. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.

4. 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.

5. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under this Agreement.

6. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall

be required to purchase additional coverage to meet the above-referenced aggregate limits.

(iv) <u>Insurance Notices</u>. 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

CONTRACTOR: Genasys Inc.
Attention: Finance
16262 W Bernardo Dr.
San Diego, California 92127

13. <u>Limitations of Liability</u>. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHER GENASYS MATERIALS, REGARDLESS OF WHETHER SUCH PARTY HAD NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. GENASYS IS NOT RESPONSIBLE FOR ANY DELAYS OR DELIVERY FAILURES WITH RESPECT TO THE SOFTWARE OR NOTIFICATIONS, OR ANY DAMAGES RESULTING FROM SUCH PROBLEMS. AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES IN RELIANCE ON INFORMATION PRESENTED THROUGH THE SOFTWARE. GENASYS SHALL NOT BE LIABLE FOR ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGES RESULTING FROM SOFTWARE NOTIFICATIONS (INCLUDING ANY ERRORS OR DELAYS) OR OTHER USE OF THE SOFTWARE OR SERVICES, INCLUDING ANY ERRORS IN OR UNAVAILABILITY OF THE SOFTWARE. GENASYS' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO GENASYS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.** Genasys' fees reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.

14. <u>Publicity</u>. Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and Genasys is permitted to include Customer's name on customer lists that may be posted on Genasys' website or provided to potential customers and other third parties.

15. <u>Assignment</u>. Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of Genasys. Genasys may elect to use third-party service providers to perform any of Genasys' obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.

16. <u>General</u>.

(a) <u>Entire Agreement; Amendment; Waiver</u>. This Agreement, including the attached exhibits and any related purchase orders, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Customer to Genasys are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties. The waiver by either party of any default or breach of this Agreement, or any obligation hereunder, shall be ineffective unless in writing. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party shall constitute a waiver of the right subsequently to exercise such right or power or to insist on strict compliance.

(b) <u>Choice of Law</u>. This Agreement shall be construed in accordance with the laws of the State of California, excluding conflicts of laws provisions. However, if Customer is a governmental agency, the laws of the state where Customer is located will govern. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply.

(c) <u>Severability</u>. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.

(d) <u>Notices</u>. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail, with provisions for a receipt, or commercial overnight delivery service, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing). Non-legal written notices in the ordinary course of business may also be sent by email to the other party.

(e) <u>Independent Contractors</u>. The parties are independent contractors, and neither party shall have any right or authority to make any representations or warranties on the other party's behalf, or to assume or create any obligations or responsibilities, express or implied, on behalf of the other party.

(f) <u>Injunctive Relief</u>. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property, including any breach by Customer of any restrictions on use of the Software or the scope of the rights granted by Genasys herein, may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.

(g) <u>Force Majeure</u>. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control (a "<u>Force Majeure Event</u>"). The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

(h) <u>U.S. Government Restricted Rights</u>. Any software provided as part of the Software for or on behalf of the United States of America, its agencies and/or instrumentalities is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable, and any other applicable federal laws or regulations.

(i) NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, Genasys certifies that it is not a Nuclear Weapons Contractor, in that Genasys 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. Genasys agrees to notify Customer immediately if it becomes a Nuclear Weapons Contractor as defined above. Customer may immediately terminate this Agreement if it determines that the foregoing certification is false or if Customer subsequently becomes a Nuclear Weapons Contractor.

(j) <u>DRUG-FREE WORKPLACE</u>:

By signing this Agreement, CONSULTANT hereby certifies that CONSULTANT will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

A.   <u>Drug-Free Policy</u>. 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 all of the following:

    1.   The dangers of drug abuse in the workplace;

    2.   CONSULTANT'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 hereunder will:

    1.   Receive a copy of CONSULTANT's Drug-Free Policy Statement; and

    2.   Agree to abide by the terms of CONSULTANT's Drug-Free Policy as a condition of employment.

D.   Noncompliance. Failure to comply with these requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

(k) Electronic Signatures; Signature Authority. A copy of this Agreement signed or delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The person accepting this Agreement and any related purchase orders on behalf of Customer represents that he or she has the authority to bind Customer to this Agreement.

-

GENASYS INC.

By: _Dennis Klahn (Sep 17, 2024 10:07 PDT)_____

Name: Dennis Klahn

Title: Chief Financial Officer

Date: 17/09/2024

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

AUTHORIZED SYSTEM USERS AND AGENCIES

1. Customer's direct employees and consultants who are authorized by Customer to access and use the Software.

2. Customer's affiliates that have agreed to a contract addendum with Genasys, making them subject to the terms of the Agreement.

3. For the Genasys Product EVAC Service: if Customer is a county governmental agency and wishes to share access to Genasys Product EVAC with other agencies within its county, the agencies listed below are approved by Genasys as Users, provided that such agencies consent to Genasys, Inc. SaaS Services Agreement: https://genasys.com/saas-services-agreement/. Genasys Inc is proceeding with the performance of Buyer's Order strictly on this basis

Agency Name: Email Domain:

-

genasys

QUOTATION COPY

16262 W. Bernardo Dr.
San Diego, CA 92127
Sales Contact: Andrew Hendricks
Telephone: 760.797.5130

Bill to: Number: Q-11569
County of Humboldt   Date: Aug 23, 2024
825 Fifth Street, Eureka, CA, 95501, United States   Quotation Expires: Sep 27, 2024
                                                          Contract Term (YRS): 3
Customer Contact: Est. Start Date: Aug 17, 2024
Ryan Derby   Term End Date: Aug 16, 2027
rderby@co.humboldt.ca.us

Product #	Product Description	List Price Annual	Discount	Annual Net Price
GP-EVAC	Genasys Protect EVAC (Formally Zonehaven)	$48,180	40%	$28,908
GP-TRAF	Genasys Protect TRAFFIC-AI powered by Ladris (Third-Party Offering)	$32,200	0%	$32,200
	Total Annual Price (3-year Agreement)	**$80,380**	**24%**	**$61,108**
	Customer Support Included			
GT-IMPL	**One-Time Genasys Protect TRAFFIC-AI Implementation**	**$5,000.00**		**$5,000.00**

Annual Cost Per Term	$61,108
Total Contract Value	**$188,324**

Genasys, Inc. shall invoice the customer once system credentials are issued and payment for the 1st year subscription and included professional services is due upon receipt of the invoice. Both parties agree that the software portion of this agreement is based on a three (3) year contract term commitment with an annual invoice and payment due annually on the start date of each subsequent year.

It is agreed that any additional Genasys Protect products purchased after the effective date of this agreement will be invoiced, with net 30 terms on the order date of those additional Genasys Protect products. Any added product subscription licenses will be priced and invoiced on a coterminous annual basis and maintain the original contractual expiration date of this Genasys Protect System or any subsequent renewal expiration date as extended. Any additional Genasys Protect professional services purchased will be invoiced, with net 30 terms, after delivery date services.

Notwithstanding any merger clause in any document to which this quote/order form is attached, Genasys, Inc's acceptance of this Order is expressly conditioned upon the Customer's assent to Genasys, Inc. General Terms and Conditions of Service which are located at Genasys' T&Cs. Genasys Inc is proceeding with the performance of Buyer's Order strictly on this basis.

Third-Party Offering.

Genasys Protect TRAFFIC-AI powered by Ladris is a Third-Party Offering of software as a service ("Traffic AI") resold by Genasys. Notwithstanding any merger clause in any document to which this quote/order form is attached, Customer's use of Traffic AI is subject to and governed by a separate click through subscription agreement (the "Online TOS") between Customer and Ladris Technologies, Inc. ("Ladris") a copy of which is set forth at https://www.ladris.com/terms-of-service. The Online TOS also sets forth Ladris' obligations with respect to maintenance and support of Traffic-AI, as well as a mechanism by which Ladris may update the Online TOS and the respective obligations of Customer and Ladris from time to time during the contract term. No such update shall alter the pricing set forth above or the Online TOS contract term unless such change is set forth in a writing executed by both parties.

Customer's contact for Legal Notices under the TOS shall be the customer contract specified above, unless Customer specifies a different contact (including address, telephone number and email) to Ladris at service@ladris.com

Genasys, Inc.

Dennis Klahn (Sep 17, 2024 10:07 PDT)
(Signature)

Title:_CFO_____

Date:__17/09/2024_____

CUSTOMER:

_____
(Signature)

Title:_____

Date:_____

EVAC renewal and Traffic AI addition for Humboldt County

Final Audit Report

Created:	2024-09-16
By:	Andrew Hendricks (ahendricks@genasys.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACQTRTJHZUYjqZip3KKXyDyqD_jfDCizC

"EVAC renewal and Traffic AI addition for Humboldt County" History

📄 Document created by Andrew Hendricks (ahendricks@genasys.com)
2024-09-16 - 8:38:32 PM GMT

✉ Document emailed to Dennis Klahn (dklahn@genasys.com) for signature
2024-09-16 - 8:38:38 PM GMT

📄 Email viewed by Dennis Klahn (dklahn@genasys.com)
2024-09-17 - 4:55:46 PM GMT

🖋 Document e-signed by Dennis Klahn (dklahn@genasys.com)
Signature Date: 2024-09-17 - 5:07:49 PM GMT - Time Source: server

✅ Agreement completed.
2024-09-17 - 5:07:49 PM GMT