

Customer: Current license holder	<i>Account:</i>	Humboldt County Centralized IT	
	<i>Address:</i>	839 4th Street	
	<i>City, State Zip Code:</i>	Eureka, CA 95501	
	<i>Contact Name:</i>	Jim Storm	
	<i>Email:</i>	JStorm@co.humboldt.ca.us	
	<i>Phone Number:</i>	Land: (707) 445-7556	Mobile: (707) 268-3674
	<i>License Group#:</i>	0817416, 0022943	

Mobility Licenses: Perpetual Licenses to be converted to Subscription Licenses	<i>Product(s) – Humboldt County Centralized IT</i>	Mobility		
	<i>No. of Devices</i>	105		
	<i>No of Add'l Servers:</i>	N/A		
	<i>Maintenance Period:</i>	30 March 2021		
	<i>Modules (Yes/No)</i>	<i>Policy:</i> <input checked="" type="checkbox"/>	<i>NAC:</i> <input checked="" type="checkbox"/>	<i>Analytics:</i> <input checked="" type="checkbox"/>

Mobility Licenses: Perpetual Licenses to be converted to Subscription Licenses	<i>Product(s) – Humboldt County DHHS</i>	Mobility		
	<i>No. of Devices</i>	250		
	<i>No of Add'l Servers:</i>	N/A		
	<i>Maintenance Period:</i>	25 November 2020		
	<i>Modules (Yes/No)</i>	<i>Policy:</i> <input checked="" type="checkbox"/>	<i>NAC:</i> <input checked="" type="checkbox"/>	<i>Analytics:</i> <input checked="" type="checkbox"/>

This Software License Conversion Form confirms the agreed upon Terms between NetMotion Software, Inc (“NetMotion”) and **Humboldt County** (“Customer”) concerning the Subscription Agreement for NetMotion Complete software licenses. The Customer agrees to discontinue use of the permanent license and to relinquish permanent licenses, and in lieu, transition to a subscription of NetMotion Complete software for the Term commencing from the Effective Date of 2 September 2020 and ending on 1 September 2023 (the “Term”), which will be paid annually.

Customer agrees that all 355 converted subscription licenses will be renewed on or before 9/2/2020 at the \$84 per year, per license rate and that rate of \$84 per year, per device will be locked in for the 355 licenses until 9/1/2023. Existing 100 Complete licenses will continue to be paid at \$126 per device, per year, through the duration of the term, 9/1/2023.

At the time of the agreement, Customer agrees to purchase an additional 645 licenses at \$110 per year, per license, which will be co-termed to the stated contract date ending 9/1/2023, paid annually.

Future subscription orders above the 1,100 licenses will be offered at \$110 per year, per device for the duration of the contract with a minimum order quantity of 100 licenses. These licenses will be co-termed to the existing term, 9/1/2023.

All software and licenses will be converted from Perpetual to Subscription thirty (30) days from effective date. By signing this document, Customer agrees to all terms and conditions as outlined in the appropriate End User License Agreement that can be found at: <https://www.netmotionsoftware.com/legal-and-copyright/> as well as the Indemnification clauses and insurance requirements below.

INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the 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 the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party'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.

INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations hereunder, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies.
- B. Insurance Notices. Any and all insurance notices required to be given hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

Customer Signature	Printed Name and Title:
	Signature:
	Date:

NetMotion Signature	Printed Name and Title: Dan Pagel, CRO
	Signature: <i>Dan Pagel</i>
	Date: 8/18/2020

Returned signed form to: sales@netmotionsoftware.com