SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License And Services Agreement (the "Agreement") is by and between AssetPulse LLC ("AssetPulse"), with a place of business at 1340 S.De Anza Blvd, Ste 106, San Jose, CA 95129 and The County of Humboldt, a political subdivision of the State of California and its subsidiaries (collectively "Customer," "Licensee," "You" or "Your") with a place of business at_____. The effective date of this Agreement shall be the date last signed below ("Effective Date"). The terms of this Agreement shall apply to each software license granted and to all services provided by AssetPulse under this Agreement.

AGREEMENT

1.   Definitions.

1.1   "Software" means the proprietary AssetPulse software described in the applicable Order Schedule, which is developed and owned or licensed by AssetPulse (including certain third-party licensed software incorporated therein) and provided by AssetPulse to Customer.

1.2   "New Release" means a new version of the Software designated by a change in the version number to the left of the decimal point

1.3   "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.

1.4   "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."

1.5   "Order Schedule" means the Quote attached as Exhibit A by which Licensee places its order. Each Order Schedule will require an amendment to this Agreement by the parties and, when signed, becomes a part of this Agreement.

1.6   "Hosted Services" consists of activities including system administration, system management and system monitoring that AssetPulse performs on AssetPulse systems with Software for your benefit.

1.7   "Maintenance" means remote telephone, fax, or e-mail consultation during AssetPulse's normal business hours, and bug fixes, error corrections, work-arounds, and Updates as they become available.

1.8   "Supported Software License" means a Software license for which Licensee has ordered Maintenance for the relevant time period.

1.9   "Professional Services" means remote or on-site services to install, and configure Software at customer's site.

2.   Software License.

2.1   AssetPulse grants Licensee a nonexclusive, nontransferable license to use the Software ordered and furnished under the Order Schedule. For each license granted, Licensee will have

the right to: (a) use the Software solely for Licensee's own internal data processing operations; (b) move the Software temporarily in case of computer system malfunction; (c) 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 (d) merge the Software into other programs for Licensee's own use, provided that any portion of the Software so merged will be subject to the terms of this Agreement.

2.2   Licensee's use of the Software is limited to that specifically permitted in this Agreement and the applicable Order Schedule. Licensee will not (a) disassemble, reverse engineer, decompile, modify, or translate the Software; (b) install or use the Software on computer systems, servers, or networks that are not authorized for use, as indicated in the Order Schedule; (c) rent, transfer, or grant any rights in the Software in any form to any person, including commercial time-sharing, rental, or service bureau use; or (d) copy the Software except as authorized herein.

2.3   Within the United States, Licensee may transfer the Software to another CPU or Server of like kind in Licensee's possession upon written notice to AssetPulse so long as Licensee 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 AssetPulse's prior written consent. In such case, Licensee agrees to (a) comply fully with any relevant United States export controls and (b) seek all licenses and approvals required under applicable export laws and regulations.

3.   Maintenance And Support.

3.1   AssetPulse will provide Maintenance to Licensee so long as Licensee 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.

3.2   AssetPulse will have no support obligation to Licensee (a) at the end of any annual Maintenance period unless Licensee elects to obtain additional support by paying AssetPulse an annual maintenance renewal fee ("**Maintenance Fee**"); (b) where Licensee 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 Licensee.

In the event Licensee elects not to obtain or renew Maintenance, Licensee may retain the Software and supporting documentation but will have no further rights to Maintenance for the Software.

3.3   Licensee agrees to test and verify any suspected error or defect in the Software and to report defects to AssetPulse in a timely manner. Upon request, Licensee will provide AssetPulse with reasonable assistance in order to reproduce a problem.

3.4   Professional 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 during installation and configuration of the Software. The AssetPulse service engineer will track and notify the customer of the billable status of the work.

3.5   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 AssetPulse customer service engineer will notify a caller as soon as the billable status of the call is determined. The caller may terminate the call at that time without charge.

3.6   Licensee may reinstate lapsed Maintenance by paying AssetPulse an amount equal to 120% of the lapsed Maintenance Fees

3.7   The AssetPulse Technical Support and Maintenance Terms are attached hereto as Exhibit B and incorporated by reference.

4.   Disclaimers and Exclusive Remedies.

4.1   ASSETPULSE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ASSETPULSE WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.2   FOR ANY BREACH OF THE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ASSETPULSE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ASSETPULSE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ASSETPULSE FOR ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE SERVICES, OR IF ASSETPULSE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ASSETPULSE FOR THE RELEVANT SERVICES.

4.3   In case Licensee subscribes for AssetPulse hosted services, ASSETPULSE DOES NOT WARRANT THAT THE PROVISION OF HOSTED SERVICES WILL BE UNINTERRUPTED OR ERROR- FREE. ASSETPULSE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, INTERCEPTIONS OR DATA LOSSES CAUSED BY THE TRANSFER OF DATA OVER THE INTERNET OR OTHER COMMUNICATIONS NETWORKS. ASSETPULSE (INCLUDING ITS SUPPLIERS) DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

4.4   High Risk Activities. The software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which failure of software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). ASSETPULSE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

5.   Payments.

5.1   Payment. Except as otherwise provided in this Agreement, payment of license, maintenance and other fees and charges, which are invoiced by AssetPulse are due in accordance to the terms defined in the Quote provided. All payments will be made in U.S. dollars. All fees and other payments not paid when due shall be subject to late charges of the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum permitted under applicable law.

5.2   In case Licensee has subscribed for hosted services

a.   Payment for Hosted Services. Licensee will provide AssetPulse with valid and updated credit card information or with a valid purchase order or alternative document reasonably acceptable to AssetPulse. If Licensee provides credit card

information to AssetPulse Licensee authorizes AssetPulse to charge such credit card for all Services listed in the Order Form along with processing fee for the initial subscription term and any renewal subscription term(s). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, AssetPulse will invoice Licensee in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. Licensee is responsible for providing complete and accurate billing and contact information to AssetPulse and notifying AssetPulse of any changes to such information.

b. <u>Suspension of Hosted Services and Acceleration.</u> If any amount owing by Licensee under this or any other agreement for AssetPulse's services is 30 or more days overdue (or 10 or more days overdue in the case of amounts Licensee has authorized AssetPulse to charge to their credit card), AssetPulse may, without limiting its other rights and remedies suspend its services to Licensee until such amounts are paid in full. AssetPulse will give Licensee at least 7 days' prior notice that Licensee's account is overdue before suspending hosted services to Licensee.

5.3 <u>Taxes.</u> The fees and other payments specified in this Agreement are exclusive of any taxes, shipping costs, duties or tariffs, however designated, levied or based on this Agreement, the delivery of the Software, Support Services and/or Customer's use thereof, including, without limitation, any sales and use taxes and any privilege or excise taxes. Customer agrees to pay and be responsible for all such taxes and levies (exclusive, however, of taxes based on the net income of AssetPulse).

6. <u>Proprietary Rights.</u>

6.1 <u>Ownership by AssetPulse.</u> As between AssetPulse and Customer, AssetPulse and its licensors own all right, title and interest (including but not limited to all copyrights, patents, trademarks, trade names and trade secrets and other proprietary rights) in and to the Software (either un-configured or as configured by AssetPulse), Updates and New Releases, if any. No right, title or interest in the intellectual property or other proprietary rights in or to any Deliverable are conveyed to Customer under this Agreement other than any limited grants of access rights or licenses specifically granted herein.

6.2 <u>Ownership by Licensee.</u> All right, title, and interest in Licensee's data and internally-developed programs will at all times remain the property of Licensee.

6.3 <u>Obligations of Licensee.</u> Licensee will reproduce AssetPulse's (or its licensor's) ownership rights notices in any copies of the Software it uses internally, including archival and backup copies. Licensee agrees to maintain appropriate records of the number and location of all copies or partial copies of the Software in its possession (including archival and backup copies). On AssetPulse's reasonable request, Licensee shall furnish AssetPulse with a signed statement (a) listing the location and designated CPU or Server information for any computer system(s) on which the Software is being run, and (b) confirming that the Software is being used pursuant to the provisions of this Agreement.

7. <u>Privacy</u>

7.1 In the performance of this Agreement, AssetPulse may receive information that is confidential under local, state or federal law. AssetPulse hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures

and standards. AssetPulse may collect data on RFID tag number, location, and date/time for product development and support. Any data collection shall not include client or staff information.

8. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF THE SOFTWARE) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL CONSTITUTE THE SOLE REMEDIES AVAILABLE TO CUSTOMER FOR A CLAIM RELATING TO THE SOFTWARE AND/OR ANY DELIVERABLE PROVIDED HEREUNDER AND NO LIABILITY SHALL EXTEND TO ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, AssetPulse SUBSIDIARIES, PARENT OR LICENSORS) INVOLVED IN THE DEVELOPMENT, PREPARATION OR DELIVERY OF THE SOFTWARE. ASSETPULSE'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR DAMAGES RELATED TO THIS AGREEMENT OR ANY SOFTWARE WHICH ARE THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID TO ASSETPULSE HEREUNDER FOR THE SOFTWARE GIVING RISE TO SUCH LIABILITY.

8.1 Loss of tracked assets. ASSETPULSE (INCLUDING ITS AUTHORIZED PARTNERS) SHALL NOT BE RESPONSIBLE FOR LOSS OR MALFUNCTION OF ASSETS TRACKED WITH SOFTWARE FOR REASONS INCLUDING BUT NOT LIMITED TO THEFT, VANDALISM, DAMAGE, ETC.

9. Indemnification.

9.1 AssetPulse Indemnity. AssetPulse agrees to defend, indemnify and hold Customer harmless from and against damages, costs, liabilities, expenses and settlement amounts incurred in connection with any suit, claim or action by any third party (a "Claim") alleging that the Software, when used within the scope of this Agreement, infringes any copyright of a third party. The foregoing indemnity obligation shall not extend to any 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 AssetPulse; (iii) a combination of the Software with any third party software or equipment the extent that such combination is the cause of such infringement; (iv) portions of the Software based on Customer's specifications or requirements; or (v) where Customer continues the allegedly infringing activity after being notified thereof and provided with modifications that would have avoided the alleged infringement

9.2 Customer Obligation. AssetPulse's obligation to defend, indemnify and hold Customer harmless is subject to Customer (i) giving AssetPulse prompt written notice of any such Claim; (ii) giving AssetPulse sole control over the defense and settlement of any such Claim; (iii) providing full cooperation for the defense of any such Claim, at AssetPulse's expense; and (iv) not entering into any settlement or compromise of any such Claim without AssetPulse's prior written approval.

9.3 Mitigation. In the event the Software is alleged to infringe or is believed by AssetPulse to infringe upon any copyright of a third party, AssetPulse 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 Customer to continue to use the Software provided hereunder; or if neither (i), (ii) nor (iii) is reasonably 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. Remedies granted to Customer under this Section 9 ("Indemnification") shall be Customer's sole and exclusive remedy for any infringement by the Software.

9.4   Recoveries. It is understood that any recoveries by AssetPulse as a result of litigations or asserted rights related to the infringement by others of AssetPulse's proprietary rights, shall belong exclusively to AssetPulse.

10.   Insurance

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient 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 CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term 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, 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 incident, including, but not limited to, personal injury, death and property damage.

2.   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. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3.   Workers' Compensation Insurance, as required by the Labor Code of the State of California, 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, 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, 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 CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, 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 provisions 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.

3.   The inclusion of more than one insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.

4.   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.

5.   Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.

6.   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 or County Counsel. 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 other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR 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 CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C.   <u>Insurance Notices.</u> Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

11.   <u>Hosted Services.</u>

11.1   In case Licensee has subscribed to hosted services the SLA terms are as listed in accompanying Annexure A.

12.   Confidential Information.

12.1   Nondisclosure Obligations. By virtue of this Agreement, either party may have access to the other party's information that is confidential ("Confidential Information"). Each party agrees to hold the other party's Confidential Information in confidence during the term of this Agreement and for a period of three years after termination. Each party further agrees that, unless required by law, it will not make the other party's Confidential Information available in any form to any third party or use such Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

12.2   Definition of Confidential Information. "Confidential Information" means non-public information clearly identified as proprietary or confidential. Confidential Information may include (but is not limited to) information concerning business methods, business plans, customer information, data structures, methodologies, the Software, pricing terms, and test results, including the results of any evaluation of the Software or of a pre-production release thereof.

12.3   Exclusions from Nondisclosure and Nonuse Obligations. Confidential Information does not include information that (a) is or becomes publicly available through no act or omission of the other party; (b) the owning party discloses to a third party without restriction on disclosure; (c) is disclosed to the other party by a third party without restriction on disclosure and without breach of a nondisclosure obligation; (d) is independently developed; or (e) is previously known to the other party without nondisclosure obligations.

12.4   Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

13.   Term and Termination.

13.1   Term. This Agreement will take effect on the Effective Date. This Agreement and each license granted hereunder, unless otherwise agreed, will remain in effect for a period of three (3) years unless and until terminated by mutual written agreement of the parties except as set forth below.

13.2   Maximum Amount Payable. The maximum amount payable by Customer pursuant to this Agreement is Eighty-Five Thousand, Seven Hundred Sixty Three Dollars ($85,763) based upon projected costs of $75,663 in the first year and an annual maintenance cost of 5,050.00 in the years two and three. This amount is based on the goods and services described in Exhibit A, and the Statement of Work, attached hereto as Exhibit C, and incorporated herein by reference.

13.3   Termination. Licensee may terminate this Agreement at any time. AssetPulse will have the right to terminate this Agreement or a particular license if Licensee fails to perform any material obligation under this Agreement (including the obligation to pay amounts due hereunder) and

fails to cure such nonperformance within thirty (30) days following written notice of such failure.

13.4 <u>Effect of Termination</u>. Except as otherwise provided herein, upon the effective date of any license termination, Licensee shall cease using the Software provided under such license, return to AssetPulse or destroy all copies of the Software (including copies in storage media) and Documentation, and provide AssetPulse with written confirmation thereof. This requirement applies to all copies in any form, partial or complete, and whether or not merged into other materials. Upon the effective date of any license termination, the Licensee relinquishes all rights temporarily granted under this Agreement with respect to the affected license(s).

13.5 The following obligations will survive termination of this Agreement for any reason: (a) use and nondisclosure of confidential information; (b) indemnification; (c) obligations to make payments of amounts that become due under this Agreement prior to termination.

14. <u>Compliance with U.S. Export Laws</u>. Customer 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. Customer agrees that it will not export or re-export the Software in any form without the appropriate United States and foreign government licenses.

15. <u>Governing Law.</u>

This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of California This Agreement will not be governed by the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

16. <u>Dispute Resolution.</u>

The Parties mutually agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator will be selected from a panel of persons having experience with and knowledge of electronic commerce, computers, collaborative media, and the Internet. The place of arbitration shall take place in Humboldt County, California, USA. Any judicial proceeding following arbitration shall take place in the State or Federal courts within the judicial district where the arbitration took place.

17. <u>General</u>.

17.1 <u>Notices</u>. All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally, (ii) by overnight courier upon written verification of receipt, (iii) by telecopy or facsimile transmission when confirmed by telecopier or facsimile transmission, or (iv) by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. Addresses used shall be the ones first set forth above or such other address as a party hereto shall notify the other of in writing.

17.2 <u>Force Majeure</u>. Except for the obligation to pay monies due, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party.

17.3   Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

17.4   Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

17.5   Injunctive Relief. It is expressly agreed that a material breach of this Agreement will cause irreparable harm to AssetPulse and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, AssetPulse will be entitled to obtain timely injunctive relief or other equitable remedies to protect AssetPulse rights under the Agreement in addition to any and all other remedies available at law.

17.6   Controlling Law. This Agreement shall be governed in all respects by and construed in accordance with the laws of the United States of America and of the State of California as applied to agreements entered into and to be performed entirely within California between California residents. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. In any action arising out of or relating to this Agreement or the Software, both parties hereto hereby consent to the nonexclusive jurisdiction of the federal and state courts located in Humboldt County, California.

17.7   Counterparts. This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. A signed copy of this Agreement 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 for all purposes.

17.8   Assignment. AssetPulse may assign this Agreement to any entity to which AssetPulse transfers all or substantially all of its proprietary rights in the Software, whether through merger, acquisition, sale of assets or otherwise. Customer will be provided notice sixty (60) days prior to any such assignment With such 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 will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.9   AssetPulse may use Licensee's company name as a reference.

17.10   Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. Customer acknowledges and agrees that Customer has read this Agreement, understands it and that it is the entire agreement between AssetPulse and Customer which supersedes any prior or contemporaneous agreement or understanding, whether written or oral, and any other communications between AssetPulse and Customer relating to the subject matter of this Agreement. This Agreement may not be changed orally, but only by a writing signed by both parties which specifically references this Agreement. In the event of any conflict between the terms of this Agreement and any exhibits or other terms incorporated herein by reference, the terms of this Agreement shall control.

17.11 Arbitration and Equitable Relief. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Humboldt County in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Customer agrees that AssetPulse' damages arising from any breach of this non-exclusive Agreement would be difficult, if not impossible, and inadequate to measure and calculate. Accordingly, Customer agrees that, upon a breach by Customer, particularly a breach of the requirements under Section 2.2 above, AssetPulse may avail itself, in addition to any other right or remedy, to an injunction, issued by the arbitrator(s), to the extent then legally possible, and/or by any court of competent jurisdiction, restraining such breach or threatened breach and specific performance of any such provision.

18.   Nuclear Free Humboldt County Ordinance: By executing this Agreement, AssetPulse certifies that it is not a Nuclear Weapons Contractor, in that AssetPulse 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. AssetPulse 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 AssetPulse subsequently becomes a Nuclear Weapons Contractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

"AssetPulse":

AssetPulse LLC

By: _SC Bodapat_____

_Sujatha Bodapati_____
(Print Name)

Title: _President_____

Date: _5/1/19_____

"CUSTOMER":

By: _____

_____
(Print Name)

Title: _____

Date: _____

Insurance and Indemnity Requirements:

By:_____

ANNEXURE A - ASSETPULSE "HOSTED SERVICES" SERVICE LEVEL AGREEMENT

The terms of Service Level Agreement of hosting services provided by AssetPulse for AssetGather server software purchased by AssetPulse's Customer are listed hereunder.

1. Technical Support.

   AssetPulse provides Customer with technical support on setup of Customer's account on one or more of the AssetPulse's hosted servers, access, and other server related issues to the primary technical contact notified by the Customer.

   The servers are monitored 24 hours per day, 7 days per week, 365 days per year and support agents are available by email (team@assetpulse.com). Please send us a message with the full description of the problem and Customer's account username. Please do not send multiple messages on the same issue.

2. Problem Response Time.

   The time period after AssetPulse's confirmation of the Service event, from receipt of the information required from the Licensee for AssetPulse's Support Team to begin resolution. Due to the wide diversity of problems that can occur, and the methods required to resolve them, problem response time IS NOT defined as the time between the receipt of a call and problem resolution. After receiving a report of fault, AssetPulse shall use a reasonable method to provide customer with a progress update.

3. Hosted Server Availability.

   AssetPulse is fully committed to providing quality service to all customers. To support this commitment, AssetPulse provides the following commitments and tools related to this Agreement.

   3.1. Application (Web) Server.

   (a) Availability. AssetPulse guarantees a 99.9% monthly average of scheduled availability of its Application (Web) Servers. Application (Web) Server availability is defined as Customer's ability, via web browser, to retrieve the HTTP headers from the hosting server.

   (b) Monitoring. To verify that the server is available, AssetPulse will ping the HTTP service on the server by retrieving HTTP headers every 5 minutes with a 30-second threshold. If an HTTP service does not respond, the server is considered non-operational and it is immediately escalated to the AssetPulse Support Center.

In cases where two or more consecutive HTTP tests fail, the server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than 5 minutes in duration is not recorded. AssetPulse calculates server uptime based on this type of server monitoring.

3.2. Network Availability

Network availability is defined as AssetPulse's Hosted Service network's ability to pass incoming and outgoing TCP/IP traffic. A server's unavailability caused by network unavailability is not included in server uptime. Interruptions of service due to problems on the Customer's portion of the network are beyond the AssetPulse's control and are not included in uptime calculations. Interruptions of service caused by denial of service or similar attacks are beyond the AssetPulse's control and are not included in uptime calculations.

3.3. Maintenance Time

The time period during which the Hosted Service may not be Available each month so that AssetPulse can perform routine maintenance to maximize performance, on an as needed basis.

3.4. Downtime

The time that Licensee cannot access the Hosted Services. Downtime excludes time that the Licensee is unable to access the Hosted Services due to any of the following:

(a) Maintenance Time
(b) Customer's own Internet service provider
(c) Force Majeure event
(d) Any systemic Internet failures
(e) Any failure in the customer's own hardware, software or Network connection
(f)) Customer's bandwidth restrictions
(g)) Customer's acts or omissions
(h)) Anything outside of the direct control of AssetPulse

3.5. Service Credits

Service Credits are calculated as a percentage of the total charges paid by Licensee for the hosting affected for the yearly billing cycle according to the unavailability occurred in accordance with the schedule below

Yearly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	7.5%
Less than 99.0%	25%

AssetPulse will apply any Service Credits only against future hosting payments otherwise due from Licensee.

Uptime percentage is calculated as follows

Yearly Uptime Percentage = (Total Number of Minutes in the Year – Total minutes of downtime in the year)/ Total Number of minutes in the year

4. Maintenance Notices.

AssetPulse will communicate the date and time that AssetPulse intends to make the Hosted Services unavailable via an email at least forty-eight (48) hours in advance (or longer if practical). The Licensee understands and agrees that there may be instances where AssetPulse needs to interrupt the Hosted Services without notice in order to protect the integrity of the Hosted Services due to security issues, virus attacks, spam issues or other unforeseen circumstances. Below are the Maintenance Windows and their definitions:

4.1. Planned Maintenance

These are change controls being done to:
- Support on-going product and operational projects to ensure optimal performance
- Deploy non-critical service packs or patches.
- Periodic redundancy testing.

Where possible planned maintenance will be posted 5-days prior; however, certain circumstances may preclude AssetPulse from doing so, such as an external vendor issuing a change control to AssetPulse, e.g. the power company alerting AssetPulse to perform power testing 48 hours ahead of time.

4.2. Preventive Maintenance

These change controls are when AssetPulse detects an item in the environment that it needs to take action on, to avoid emergency change controls in the future. These change controls, if possible, will usually occur in low peak hours with peak being defined by AssetPulse network metrics.

4.3. Emergency Maintenance

These change controls happen immediately with little notification ahead of time; however, AssetPulse will email the information during the change.

5. **Server Storage Capacity.**

   Each account is allotted storage capacity on AssetPulse's hosted server according to the options selected by Customer. The servers may stop accepting, processing, or delivering data when the storage limit is reached, thus causing server unavailability or data loss. AssetPulse shall not be held responsible for such unavailability or data losses.

6. **Ownership of Data.**

   All data (a) created by Customer and/or (b) stored by Customer within AssetPulse's applications and on AssetPulse's servers are Customer's property and is for Customer's exclusive use unless access to such data is permitted by Customer. AssetPulse shall allow access to such data by authorized AssetPulse personnel and shall provide access in compliance with the AssetPulse's Privacy Policy. AssetPulse makes no claim of ownership of any web server content or any other type of data contained within the Customer's server space and applications on the AssetPulse's servers.

7. **Data Backup and Recovery.**

   AssetPulse hosted web application data is backed up every 24 hours and is transferred over secure protocol to backup location. The backup is designed to provide recovery in the event of a disaster. File level recovery and point-in-time restoration is not included. Restoration from data is tested once every month. Data backup is retained for prior 3 months.

8. **Data Retention.**

   ASSETPULSE SHALL NOT RETAIN ANY OF CUSTOMER'S DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED (A) FROM THE SERVERS AT THE TIME THE ACCOUNT IS TERMINATED AND (B) FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. ASSETPULSE SHALL NOT RESTORE, "BURN" TO CD, OR SEND OUT ANY DATA PERTAINING TO TERMINATED ACCOUNTS.

9. **Customer Responsibilities.**

   To access AssetPulse Hosted Services Customer must provide to AssetPulse the following minimum requirements:

(a) an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;

(b) a fully functional Internet browser;

Exhibit A

Organization Attn: Address:	Humboldt county Bob Quance	AssetPulse Sujatha Bodapati 1340 S.De Anza Blvd, #106, San Jose CA 95129
Phone: Email:	BQuance@co.humboldt.ca.us	408-981-8902 suji@assetpulse.com

	RFID Based Solution for AssetTracking includes:
1	AssetGather Software - License Model
2	AssetGather Software - Subscription Model
3	RFID Hardware
4	RFID Tags
5	Professional Services

AssetGather Software - License Model

Part Number	Description	Qty	List Price		Total Price
AP-1001S	AssetGather Server application for upto **2000** assets (Unlimited number of user logins and any number of locations can be created in the server software)	1	$9,000.00	One time payment	$9,000.00
AP-1003M	AssetGather Mobile Handheld software for RFID Handheld reader	1	$3,000.00	One time payment	$3,000.00
AP-1003A	AssetGather Adaptor software - to monitor and collect data from fixed readers	2	$500.00	Per reader - One time payment	$1,000.00
			Total for AssetGather software - One Time Cost		**$13,000.00**

AssetGather Software - License Model (Annual Maintenance Cost)

Part Number	Description	Qty	List Price		Total Price
AP-3001S	Annual Maintenance on AssetGather Server. This is inclusive of software updates and patches for AssetGather Server.	3	$2,250.00	Recurring annually	$6,750.00
AP-3003M	Annual Maintenance on AssetGather Mobile software. This is inclusive of software updates and patches for AssetGather Mobile.	3	$750.00	Recurring annually	$2,250.00
AP-3002A	Annual Maintenance on AssetGather Adaptor software. This is inclusive of software updates and patches for AssetGather Adaptor.	6	$125.00	Recurring annually	$750.00
AP-HOSTING	AssetGather server hosting charges	36	$150.00	Recurring annually	$5,400.00
			Total Maintenance Price for 3 years		**$15,150.00**
			Total Price for AssetGather software		**$28,150.00**

RFID Reader Hardware

Part Number	Description	Qty	List Price		Total Price
AP-GW	Network gateway device for providing Wi-Fi access for AssetGather Mobile Application to connect to AssetGather Server	1	$350.00	per network gateway	$350.00
AP-MC9190Z	Passive RFID Handheld Reader. Reader comes with a docking station and a battery, USB cord and power supply. One year manufacturer's warranty included. Extended 2 yr warranty available at additional cost. AssetGather Mobile will also be installed on the reader, configured and tested.	1	$4,800.00	per reader	$4,800.00
AP-IPJ-PL-PK	Passive RFID Fixed Reader with 4 antenna and **non-plenum rated** cables. Power supply and cord is included. One year manufacturer's warranty included	1	$3,930.00	per kit	$3,930.00
AP-IPJ-PL	Passive RFID Fixed Reader with 4 antenna and **plenum rated** cables. Power supply and cord **is not** included. One year manufacturer's warranty included	1	$3,845.00	per kit	$3,845.00
AP-POEINJ	PoE injector for use with AP-IPJ-PL reader	1	$40.00	per device	$40.00
AP-PATCH	Passive RFID patch antenna for wall. Without mounting brackets. Dimensions: 305 x 305 x 25 mm (12 x 12 x 0.98 in)	5	$220.00	per antenna	$1,100.00
AP-PL-CAB1	RF Antenna Cables plenum rated for connecting the Antenna to the Hub - 9 meter	5	$300.00	per cable	$1,500.00

Part Number	Description		Qty	List Price		Total Price
AP-PIGCAB	RF Antenna Jumper pig tail cables for connecting the Antenna cable to the Hub - 0.3 meter		9	$15.00	per cable	$135.00
AP-PL-CAB1	RF Antenna Cables plenum rated for connecting the Hub to the Reader - 1 meter		2	$269.00	per cable	$538.00
AP-HUB	Passive RFID Fixed Reader Antenna Hub.		2	$265.00	per hub	$530.00
AP-GPAD	GPIO Adapter for Antenna Hub		1	$150.00	per adapter	$150.00
AP-SHIP	Estimated shipping and handling cost		1	$500.00		$500.00
	Total Price for RFID Reader Hardware (AP-IPJ is not included towards the total)					$17,418.00

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 ITAssets and lab equipment. Dimensions : 50 x 17 x 5 mm (1.97 x 0.67 x 0.20 in) .		2000	$3.76		$7,520.00
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	$500.00		$500.00
	The tag cost varies based on quantity. The prices quoted above are applicable for the quantity of tags given.					
	Total Price for RFID Tags					$8,320.00

Professional Services						
Part Number	Description		Qty	List Price		Total Price
AP-4001PS	Daily Onsite sevices rate (Travel and boarding additional)		10	$1,350.00	per engineer	$13,500.00
AP-4002T&B	Travel and Board for 2 persons for 5 days		1	$4,000.00		$4,000.00
AP-SUPPRT	Remote deployment service charges (Phone and email)		115	$125.00	per hour	$14,375.00
	Total Price for Professional Services					$31,875.00
	Grand Total (License Model Software, Hardware, Tags & Professional services)Tax not included					$85,763.00

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

<p align="center">Annual Maintenance and Support Schedule (Premium)</p>

AssetPulse will provide Maintenance to Licensee so long as Licensee 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.

AssetPulse will have no support obligation to Licensee (a) at the end of any annual Maintenance period unless Licensee elects to obtain additional support by paying AssetPulse an annual maintenance renewal fee ("Maintenance Fee"); (b) where Licensee 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 Licensee.

In the event Licensee elects not to obtain or renew Maintenance, Licensee may retain the Software and supporting documentation but will have no further rights to Maintenance for the Software. Licensee agrees to test and verify any suspected error or defect in the Software and to report defects to in a timely manner. Upon request, Licensee will provide AssetPulse 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 AssetPulse customer service engineer will notify the customer as soon as the billable status of the incident is determined. The customer may choose to close the incident at that time without charge.

Licensee may reinstate lapsed Maintenance by paying AssetPulse an amount equal to 120% of the lapsed Maintenance Fees.

a) **Maintenance Releases.** AssetPulse agrees to furnish to LICENSEE 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 AssetPulse 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.** AssetPulse support personnel can install and test maintenance releases and product fixes to AssetPulse supported software at a reasonable cost. These services will be provided remotely and will be coordinated with customer 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. 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**. Customer shall send support issue via email to a specific AssetPulse Email ID concerning the use of the Product and Errors, subject to the terms and conditions of this Agreement.

e) **Designated Persons.** means the two (2) operators trained on the Product designated by LICENSEE regarding support and maintenance of Product as set forth in writing by LICENSEE promptly after execution of this Agreement, and as may be substituted from time to time by notice to AssetPulse. All communications with AssetPulse regarding LICENSEE's use and/or support of the Product shall be through such Designated Persons. The Designated Persons are spelled out in Appendix B, as amended from time to time by mutual agreement of AssetPulse and LICENSEE.

f) **Correction of Product Errors**.

- **Classification.** Errors in the Product are classified according to severity of impact on the use of the Product as follows:

  Classification Grade Impact

  A. Fatal: Means 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.

- **Correction**. AssetPulse agrees to use all commercially reasonable efforts to acknowledge software Errors reported in writing to AssetPulse by LICENSEE 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 AssetPulse shall provide corrections to, or corrected, documentation. LICENSEE acknowledges that implementation of Updates may require re-compilation of files, and/or making other changes necessitated thereby.

Classification	Acknowledgment	Workaround	Update
A	Within 4-hours	1- 2 Business Days	7 Business Days
B	Within 8-hours	3 Business Days	14 Business Days
C	1 Business Day	20 Business Days	30 Business Days
D	5 Business Days	At AssetPulse's Discretion	At AssetPulse's Discretion

g) **Special Services.** Special Services. All Product maintenance or support which LICENSEE requests, and which AssetPulse in its discretion, agrees to provide, and which is not specifically provided pursuant to this agreement shall be provided at AssetPulse's then standard charges therefore. This shall also include all services provided by AssetPulse, at LICENSEE's request, other than during AssetPulse's normal working hours at AssetPulse's California headquarters. Such special services shall be invoiced monthly.

h) **Responsibilities of Licensee.** LICENSEE shall be responsible to: (i) report via email Errors promptly in writing in English; (ii) provide sufficient information to AssetPulse for AssetPulse to duplicate the circumstances indicating a reported Product defect or Error; (iii) incorporate Workarounds, Updates, Upgrades and Releases to the Product; (iv) promptly pay all maintenance fees and other amounts payable hereunder; and (v) provide all reasonable cooperation and full information to AssetPulse with respect to AssetPulse's furnishing of support hereunder.

i) **Hardware Configuration.**   LICENSEE shall be responsible for providing the minimum hardware for running the AssetPulse application as provided by AssetPulse. Any and all issues which are not reproducible in the standalone hardware environment will be billable as described under section (g) Special Services.

j) **Other.** LICENSEE shall be responsible for payment for all communication costs with respect to the reporting of errors outside of the United States and all reasonable and approved travel costs incurred by AssetPulse in connection with the provision of support hereunder.

Exhibit C

Statement of Work

Project Scope:

- Ability to maintain visibility into County assets via fixed and handheld RFID readers using the AssetGather solution
- Specific doorways
  a) 1 Door in warehouse
  b) 3 Doors in County Admin building third floor
  They will be monitored to detect movement of tagged equipment moving through them. This will be done using fixed readers and antenna
- Handheld readers will be used to perform inventory audits of locations. They will also be used to physically search and locate tagged equipment.

Solution/Approach:

Installation and configuration of software

1. AssetPulse will install AssetGather server software on the cloud server. AssetPulse personnel will work with Humboldt County staff to finalize asset type and associated attribute definitions. Location hierarchies will also be decided with Humboldt County staff.
2. AssetGather adaptors will be installed on a dedicated PC onsite at the County building where the fixed readers are located. The dedicated PC will be provided by Humboldt County staff.
3. AssetGather Mobile software will be pre-installed and configured on handheld RFID readers before delivering to Humboldt County.

Installation and configuration of hardware

Monitoring of doorways
For each door to be monitored:
1. Fixed readers and antenna will be deployed. PoE drops will be provided by County. Tests will be conducted to determine whether tagged equipment is being detected along with directionality of movement. Humboldt County personnel will help AssetPulse staff to perform tests.
2. Location/placement and angles of the readers and antenna will be fixed and communicated by AssetPulse personnel to Humboldt County personnel. The readers and antenna will be permanently fixed by Humboldt County personnel (or County approved vendor).
3. Reports will be generated to ensure accuracy of the reads.

Onsite Services and Remote Services

Implementation Services

AssetPulse personnel will work with the Humboldt County personnel to do the following:

- Will configure AssetGather software according to Customer's asset management, inventory and tracking process.
- Will configure AssetGather software to capture maintenance records and information per asset type, if needed.
- Will provide assistance in converting customer's asset data into acceptable format for data migration into AssetGather solution.
- Set up rules and alerts to proactively notify the Customer of exceptions, E.g. asset movement, missing assets, upcoming calibration or maintenance.

Tagging Services

- Train Customer on how to import data into the AssetGather software prior to tagging.
- Train Customer on procedures involved for tagging assets. Advise them on possible placement locations and best practices.
- Train Customer on use of the handheld readers and AssetGather Mobile for tagging.
- Train Customer on how to upload data from handheld reader to AssetGather Server and to verify successful completion of the tagging process
- Train Customer on how to run a difference report to identify discrepancies between their master database and the tagged asset details.

Training services

- Work with the Customer to understand their business processes including Asset audits, addition of new assets, Asset Disposal, Calibration and Maintenance management. Assist the customer to incorporate these business processes into AssetGather. Train the Customer on how to use and configure the AssetGather System to perform these processes.
- AssetPulse shall provide user and admin training to County staff of the asset management solution, including but not limited to the following:

  - Develop and perform data migration.
  - AssetGather Server functionality
  - AssetGather Mobile software on the handheld RFID scanner including the tagging process, inventory audits and other handheld capabilities.
  - High level exposure to the AssetGather Adapter (to manage fixed readers)

Acceptance Criteria

1. Server software is installed, configured and working.
2. Adaptor PC is configured and is communicating with the respective readers and server.
3. The readers and antennas are mounted at appropriate locations to register movement of tagged assets.
4. Tagged assets are being picked up at all the doors and chambers tracked and events posted to the server.
5. Handheld software is installed, configured and working.

Responsibilities

1.1. Humboldt County Responsibilities

1. Have the appropriate infrastructure available and configure appropriately at the beginning of the project.
   a) Ensure Static IP addresses are enabled and activated for each reader. PoE drops available at each reader location.
   b) Ensure that the Adapter PC is made available and has connectivity to the readers being deployed at each location. Please note that the Adapter PC should also have connectivity to the AssetGather server on the cloud.
   c) Access to doors that we are deploying readers at, to ensure that we can test all paths together.

2. Provide AssetPulse with known scheduled outages, resource unavailability and project specific information that can impact schedule or AssetPulse's effort and/or delivery of its services.
3. Provide AssetPulse with access to Humboldt County's facilities and appropriate resources as reasonably necessary for AssetPulse to fulfill its obligations hereunder, including but not limited to: County personnel (or approved County vendor) to physically mount the reader and antenna at each location under the guidance of AssetPulse staff, an adequate work area, network access (including Internet access), telephones, remote access to the systems where AssetGather software is installed.
4. Appropriate and knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Humboldt County staff will participate throughout the implementation.
5. Promptly notify AssetPulse of any unsafe condition about which Humboldt County has knowledge and to which AssetPulse resources could be exposed.
6. Promptly inspect and accept Services and/or Deliverables upon completion by AssetPulse.

Annual Maintenance and Support Schedule (Premium)

AssetPulse LLC. will provide Maintenance to Licensee so long as Licensee 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.

AssetPulse will have no support obligation to Licensee (a) at the end of any annual Maintenance period unless Licensee elects to obtain additional support by paying AssetPulse an annual maintenance renewal fee ("Maintenance Fee"); (b) where Licensee 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 Licensee.

In the event Licensee elects not to obtain or renew Maintenance, Licensee may retain the Software and supporting documentation but will have no further rights to Maintenance for the Software. Licensee agrees to test and verify any suspected error or defect in the Software and to report defects to AssetPulse in a timely manner. Upon request, Licensee will provide AssetPulse 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 AssetPulse customer service engineer will notify a caller as soon as the billable status of the call is determined. The caller may terminate the call at that time without charge.

Licensee may reinstate lapsed Maintenance by paying AssetPulse an amount equal to 120% of the lapsed Maintenance Fees

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(b)   Maintenance Services. AssetPulse support personnel can install and test maintenance releases and product fixes to AssetPulse supported software. These services will be provided remotely and will be coordinated with customer IT management. The remote services will be provided through the remote service hours that the Customer has paid for.

(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. 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. Customer shall send support issue via email to a specific AssetPulse Email ID concerning the use of the Product and Errors, subject to the terms and conditions of this Agreement.

(e)   Designated Persons means the two (2) operators trained on the Product designated by Customer regarding support and maintenance of Product as set forth in writing by LICENSEE, promptly after execution of this Agreement, and who may be substituted from time to time by notice to AssetPulse. All communications with AssetPulse regarding LICENSEE's use and/or support of the Product shall be through such Designated Persons. The Designated Persons are spelled out in Appendix B, as amended from time to time by mutual agreement of AssetPulse and LICENSEE.

(g)   Correction of Product Errors.

- **Classification.** Errors in the Product are classified according to severity of impact on the use of the Product as follows:

    Classification Grade Impact

    A. Fatal: means 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.

- **Correction**. AssetPulse agrees to use all commercially reasonable efforts to acknowledge software Errors reported in writing to AssetPulse by LICENSEE 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 AssetPulse shall provide corrections to, or corrected,

documentation. LICENSEE acknowledges that implementation of Updates may require re-compilation of files, and/or making other changes necessitated thereby.

Classification	Acknowledgment	Workaround	Update
A	Within 4-hours	1- 2 Business Days	7 Business Days
B	Within 8-hours	3 Business Days	14 Business Days
C	1 Business Day	20 Business Days	30 Business Days
D	5 Business Days	At AssetPulse's Discretion	At AssetPulse's Discretion

(h)   Special Services. All Product maintenance or support which LICENSEE requests, and which AssetPulse in its discretion, agree to provide, and which is not specifically provided pursuant to this agreement shall be provided at AssetPulse's then standard charges therefore. This shall also include all services provided by AssetPulse, at LICENSEE's request, other than during AssetPulse's normal working hours at AssetPulse's California headquarters. Such special services shall be invoiced monthly. Such services can be availed of through the remote service hours the Customer has paid for. Alternatively, the Customer can avail of such services through the current standard rate for AssetPulse professional services of $150 per hour.

(i)   Responsibilities of Licensee. LICENSEE shall be responsible to: (i) report via email Errors promptly in writing in English; (ii) provide sufficient information to AssetPulse for AssetPulse to duplicate the circumstances indicating a reported Product defect or Error; (iii) incorporate Workarounds, Updates, Upgrades and Releases to the Product; (iv) promptly pay all maintenance fees and other amounts payable hereunder; and (v) provide all reasonable cooperation and full information to AssetPulse with respect to AssetPulse's furnishing of support hereunder.

(j)   Hardware Configuration. LICENSEE shall be responsible for providing the minimum hardware for running the AssetPulse application as provided by AssetPulse. Any and all issues which are not reproducible in the standalone hardware environment will be billable as described under section (g) Special Services.

 (k)   Other. LICENSEE shall be responsible for payment for all communication costs with respect to the reporting of errors outside of the United States and all reasonable and approved travel costs incurred by AssetPulse in connection with the provision of support hereunder.

Appendix A – Recommended Hardware/Software Configuration

IT requirement for AssetGather Adapter PC (fixed readers monitoring software)

- In order to monitor and manage the fixed RFID readers, a local PC (on the same network/subnet as the RFID fixed readers) is required. AssetGather Adapter application that communicates with the readers and AssetGather Server will run on it.
- Minimum configuration for this PC:

    - Intel Core 2 Duo
    - 8GB RAM
    - 256GB HDD
    - Windows 7 or above / Linux

Appendix B – Schedule of designated support personnel

The following staff personnel are designated as support contacts for the duration of this contract:

Number	Contact Name	Contact Details
1)	Bob Quance	
2)	Cory Cook	