

READYTALK CONFERENCING  
SERVICES AGREEMENT

This ReadyTalk Conferencing Services Agreement (this “**Agreement**”) is entered into this 5 day of May 2015, by and between Ecovate, Inc. (d.b.a. ReadyTalk) (“**Vendor**”), a Delaware corporation with its principal place of business at 1900 Sixteenth Street, Floor 6, Denver, CO 80202, and County of Monterey on behalf of the Monterey County Health Department (“**Customer**”), a political subdivision of the State of California with its principal place of business at 1270 Natividad Road, Salinas CA 93906 with its effective date of May 5, 2015.

WHEREAS, Vendor is in the business of providing audio and web conferencing services to commercial businesses;

WHEREAS, Customer desires to access audio and web conferencing services through an arrangement with Vendor; and

WHEREAS, Vendor desires to make available audio and web conferencing services to Customer pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

“**Active Access Code**”: A code provided to a User to access the services they have subscribed to.

“**Active Subscription**”: A contact with one or more active access code under a Corporate Subscription.

“**Audio Conference**”: A teleconferencing event involving at least two teleconference participants connected to a Bridge.

“**Audio Conferencing Minutes**”: The time measured in one (1) minute increments, with any fraction of a minute rounded up and treated as a full minute, beginning at the time that the Audio Conference participant is connected to a Bridge and ending at the time that the Audio Conference participant is disconnected from that Bridge.

“**Bridge**”: Equipment installed at Vendor’s location(s), including software, necessary cabling and modem equipment, with capabilities to link multiple Audio Conference participants into a single Audio Conference event, and to conduct multiple simultaneous Audio Conferences, including any updates or upgrades thereto made available to Customer pursuant to the terms of this Agreement.

“**Chairperson**”: Customer’s employee, agent or contractor who moderates a Web Conference or On-Demand Audio Conference.

“**Corporate Subscription**”: A package of services provided by Vendor to Customer based on the details in the Order Form or Pricing Agreement.

“**On-Demand Audio Conferencing Service**”: Vendor’s subscription-based service enabling a Chairperson to conduct shared-port, reservationless, automated Audio Conferencing via a Bridge (“**On-Demand Audio Conferencing**”).

**“Operator-Assisted Audio Conferencing Service”**: Vendor’s subscription-based, reserved Audio Conferencing service in which case Vendor’s operators manage and coordinate the Audio Conference on behalf of Customer.

**“Service” or “Services”**: Collectively the (i) Bridge; (ii) On-Demand Audio Conferencing Service; (iii) Operator-Assisted Audio Conferencing Service; (iv) Web Conferencing Service; and (v) documentation and software relating to the foregoing supplied by Vendor.

**“User”**: Any person, organization or entity, including Customer, participating in Web Conferencing or an Audio Conference which Customer is chairing or in which Customer is otherwise an active participant.

**“Web Conferencing”**: Web-enabled meeting utilizing Vendor’s Web Conferencing Service.

**“Web Conferencing Service”**: Vendor’s web-enabled meeting and productivity services permitting a Chairperson to conduct and manage Web Conferencing and/or On-Demand Audio Conferencing.

2. Grant of License. Vendor hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable and non-sublicensable right to use the Services pursuant to the terms and conditions of this Agreement (the **“License”**).

3. Vendor Obligation. Vendor agrees to provide Customer with the Services quoted in the Order Form or Pricing Agreement and hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable and non-sublicensable right to use the Services pursuant to the terms and conditions of this Agreement. Customer receives no right to modify or reproduce the Services or any software associated therewith. Vendor reserves the right to vary the technical specifications of, and make changes, additions or replacements to, the Services where necessary for operational reasons or as required to comply with any applicable safety, statutory or legal requirement. Vendor reserves the right to temporarily suspend the Services as necessary to conduct maintenance and upgrades to the Services.

4. Customer Obligations. Customer is solely responsible for the acquisition, operation and maintenance of all hardware, equipment and software (not included with the Services) necessary for use of the Services, including, but not limited to, computers, telephones and related equipment and connections. Customer shall use the Services only for conferences or meetings in which Customer is an active participant and for its internal business purposes, and Customer shall not resell, sublicense or redistribute the Services to any third party or use the Services on a timeshare or service bureau basis or to operate a website or otherwise generate income from the Services. Customer agrees to ensure that each User (i) uses the Services pursuant to the terms and conditions of this Agreement and (ii) uses the Services only for lawful purposes. Customer shall not, and shall ensure that other Users do not, use the Services to (i) violate Vendor’s network security or any third party’s system or network security by any method, including unauthorized interference with any user, host, system or network or unauthorized access to, use of or monitoring of data, systems or networks or (ii) send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate Vendor’s network security or any third party’s system or network security.

5. Service Rates and Charges.

(a) In consideration for Vendor granting the License and providing the Services to Customer, Customer shall pay Vendor the rates and charges as set forth on the Order Form or Pricing Agreement attached hereto and incorporated herein (the **“Service Fees”**).

Corporate Subscription charges are based on the tiered pricing structure specified in the Pricing Agreement. Tiers are determined based on the number of active subscriptions on the customer account. An active subscription is any contact with an active access code under the Corporate Subscription. Vendor reserves the right to add additional charges for any new or additional Services provided by Vendor under this Agreement at any time.

- (b) Vendor shall invoice Customer for the Service Fees as specified on the Pricing Agreement, and all Service Fees. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice from the Monterey County Health Department, but no later than forty-five (45) days from the invoice date. Vendor may suspend the Services, or any portion thereof, in the event that any invoice for Service Fees is delinquent. In the event of any failure by Customer to make full and timely payment to Vendor pursuant to this Agreement, Customer shall be responsible for all costs and expenses (including legal fees) incurred by Vendor and its affiliates and agents in collecting such amounts.
- (c) From time to time, ReadyTalk may offer Customer additional features or services for an added cost, after providing notice describing such added features or services and associated costs. Customer's use of such additional features or services shall be governed by the terms and conditions of this Agreement and such use shall be deemed acceptance of fees and charges associated therewith, which fees and charges shall be due in accordance with the terms of this Agreement.
- (d) Any discrepancy, dispute or request for adjustment regarding an invoice for Service Fees must be pursued in writing by Customer within ninety (90) days following the date of such invoice, and any invoice not disputed within such ninety (90) day period shall be deemed accepted by Customer. Customer agrees that it will dispute invoices or request adjustments thereto only in good faith and will provide detailed support in writing for any such dispute or request for adjustment.

6. Taxes, Fees and Surcharges. In addition to the Service Fees and any late payment charges related thereto, Customer shall pay all applicable fees, duties, tolls, administrative assessments, surcharges or taxes now or hereafter attributable to the Services and included on a Vendor invoice. Customer is solely responsible for, and will properly remit, any taxes, fees or surcharges with respect to use of the Services.

7. Confidential Information.

- (a) Neither party will disclose the Confidential Information (defined below) of the other party, other than to employees and contractors of such party who need to know such information to carry out the purposes of this Agreement or as required by law, and neither party will use the Confidential Information of the other party except for purposes of this Agreement. Each party shall protect the Confidential Information of the other party using at least the same care with which it protects its own Confidential Information of like nature, but at all times shall use at least reasonable care. Each party agrees to provide the other party notice of all legal requests for Confidential Information prior to disclosure.
- (b) For purposes of this Agreement, "**Confidential Information**" means the terms and conditions of this Agreement and all information communicated by one party to the other party in connection with the Services or performance of this Agreement which is (i) written information conspicuously marked as confidential, (ii) oral or visual information identified as confidential at the time of disclosure, or (iii) clearly by its

nature confidential, including, but not limited to, trade secrets, financial information and customer and business information. In addition, Vendor's "**Confidential Information**" shall include all documentation and software provided to Customer as part of the Services and all account numbers, passwords, personal identification numbers and any necessary conference codes provided to Customer in connection with the Services. Notwithstanding the foregoing, "**Confidential Information**" shall not include information which the receiving party can demonstrate is (i) already known by the receiving party without any obligation of confidentiality, (ii) publicly known or that becomes publicly known through no unauthorized act of the receiving party, (iii) rightfully received from a third party without an obligation of confidentiality, or (iv) independently developed without use of the disclosing party's Confidential Information. ReadyTalk acknowledges this Agreement is subject to disclosure pursuant to the California Public Records Act.

- (c) Upon termination or expiration of this Agreement, each party shall return to the other party or destroy, at the disclosing party's option, all Confidential Information of the other party. The parties acknowledge that any threatened or actual breach of this Section 7 shall constitute immediate and irreparable harm to the non-breaching party for which equitable remedies shall be awarded by a court of competent jurisdiction.
- (d) Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches or advertisements concerning this Agreement, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent.

8. Privacy and Security.

- (a) Customer agrees to promptly notify Vendor of any unauthorized use of Customer's account of which Customer becomes aware. Any Customer or other User information transmitted by Customer or any other User through or collected by Vendor's commercial website, located at [www.readytalk.com](http://www.readytalk.com), (but excluding, for the sake of clarity, any such information that is transmitted through the Services) shall be governed by Vendor's privacy policy available on Vendor's website located at [www.readytalk.com/privacy.php](http://www.readytalk.com/privacy.php), which is incorporated herein.
- (b) Although Vendor uses reasonable security safeguards with respect to the Services, Vendor cannot guaranty the security or privacy of any transmissions or communications through the Services. Customer acknowledges that Customer is solely responsible for all content and information sent, received, stored, distributed, transmitted, posted, uploaded or downloaded using the Services. Vendor reserves the right to delete any content or information sent, received, stored, distributed, transmitted, posted, uploaded or downloaded using the Services which violates any provision of this Agreement.

9. Limitation of Liability.

- (a) NO AUDIO, VIDEO OR WEB-BASED CONFERENCING SYSTEM IS COMPLETELY ERROR FREE. VENDOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH CUSTOMER'S AND/OR ANY OTHER USER'S USE OF THE SERVICES. VENDOR SHALL NOT BE LIABLE FOR PERFORMANCE DELAYS OR FOR NONPERFORMANCE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL. THE SERVICES ARE NOT DESIGNED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING, WITHOUT

LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT SYSTEMS OR WEAPONS SYSTEMS, AND VENDOR EXPRESSLY DISCLAIMS ALL LIABILITY ARISING FROM USE OF THE SERVICES FOR SUCH PURPOSES.

- (b) THE LIABILITY OF VENDOR AND ITS AFFILIATES, EMPLOYEES, AGENTS AND SUPPLIERS FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT RECEIVED FROM CUSTOMER HEREUNDER (IF ANY) IN THE PREVIOUS TWELVE (12) MONTHS. IN NO EVENT SHALL EITHER PARTY OR SUCH PARTY'S AFFILIATES, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REVENUE, DATA OR GOODWILL, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Ownership of Intellectual Property.

- (a) The Services and all software, documentation, hardware and other materials used in provision of the Services or on Vendor's website (collectively, the "**Vendor Materials**") are proprietary to and the property of Vendor, and, as between the parties, all right, title and interest in and to the Vendor Materials (including, but not limited to, patents, copyrights, trademarks, service marks, rights to logos, trade secrets and trade names, including without limitation third-party names, product names and brand names, and all other intellectual property and proprietary rights) remain in and shall be the exclusive property of Vendor. Except as expressly set forth in this Agreement, Vendor does not confer any right of ownership to the Vendor Materials to Customer. Customer shall not, without Vendor's prior consent or as expressly authorized by this Agreement, copy, reproduce or provide in any fashion any Vendor forms, computer software or concepts for the benefit of any third party. The obligations of this Section 10 are perpetual and survive termination of this Agreement.
- (b) Notwithstanding Section 10(a), Customer owns and retains all right, title and interest in and to the content of any archived files (sound and/or presentation content) created by Customer (the "**Customer Materials**"). Customer hereby grants Vendor a license to use the Customer Materials to perform the Services or Vendor's other obligations under this Agreement.

11. Representations and Warranties of Vendor. Vendor hereby warrants, represents and covenants to Customer as follows:

- (a) Vendor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.
- (b) Vendor has full power and authority to enter into this Agreement; the execution, delivery and performance of this Agreement by Vendor have been duly authorized by all necessary actions on the part of Vendor; and this Agreement, when duly executed by Vendor and Customer, will constitute a valid, binding and enforceable obligation of Vendor, except as such enforceability may be affected by the application of the rights of creditors generally and the principles of equity.
- (c) CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED BY VENDOR ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND

CUSTOMER'S AND/OR ANY OTHER USER'S ACCESS TO AND/OR USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, VENDOR DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. VENDOR MAKES NO WARRANTY THAT ANY OF THE SERVICES WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE NOR DOES VENDOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, AS TO ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES, REGARDING ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES OR THAT ANY DEFECTS IN THE HARDWARE OR SOFTWARE RELATED TO THE SERVICES WILL BE CORRECTED. THE ENTIRE RISK ARISING OUT OF USE OF THE SERVICES REMAINS WITH CUSTOMER. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM VENDOR OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. THE WARRANTIES PROVIDED IN THIS SECTION 11 ARE SOLELY TO AND FOR THE BENEFIT OF CUSTOMER AND FOR NO OTHER PERSON, ORGANIZATION OR ENTITY.

12. Representations and Warranties of Customer. Customer hereby warrants, represents and covenants to Vendor as follows:

- (a) Customer is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.
- (b) Customer has full power and authority to enter into this Agreement; the execution, delivery and performance of this Agreement by Customer have been duly authorized by all necessary actions on the part of Customer; and this Agreement, when duly executed by Vendor and Customer, will constitute a valid, binding and enforceable obligation of Customer, except as such enforceability may be affected by the application of the rights of creditors generally and the principles of equity.
- (c) During the term of this Agreement, any content or material Customer or any other User sends, receives, stores, distributes, transmits, posts, uploads or downloads in connection with the Services shall not in any way (i) violate any laws, rules or regulations, (ii) be obscene, indecent, immoral, defamatory, slanderous, libelous or harassing, (iii) infringe upon, violate or misappropriate any intellectual property or proprietary rights of any third party, including, without limitation, any copyright, trademark, trade secret or patent, (iv) violate any rights of publicity or privacy of any third party, or (v) damage Vendor's property or interfere with or disrupt Vendor's systems or other users. Customer is solely responsible for all content and information sent, received, stored, distributed, transmitted, posted, uploaded or downloaded using Customer's account.
- (d) All information provided by Customer to Vendor pursuant to or in connection with performance of this Agreement shall be accurate and complete.
- (e) Marketing – For the purpose of this Agreement, Customer shall grant to Vendor a limited, non-exclusive, non-transferable, royalty-free license to use the trademarks, logo designs and trade names provided by Customer (collectively, the "Customer Marks") subject to the terms of this Agreement. Use of the Customer Marks by Vendor is strictly limited to

identifying Customer as a customer of Vendor on Vendor's website and in Vendor's promotional materials – provided any such use has been pre-approved, not be unreasonably withheld, by Customer. Vendor hereby acknowledges that validity of Customer's ownership of the entire right, title and interest in and to the Customer Marks; that their use by Vendor shall not create for Vendor any right, title or interest in or to any of the Customer Marks.

13. Indemnification.

- (a) Vendor shall be responsible for and shall save, defend, indemnify and hold the Customer, its officers, directors, employees and agents harmless from and against any claims, demands, suits, proceedings, etc. (each a "**Claim**") brought by any individual, organization or entity (including, but not limited to, Chairpersons) arising out of (i) Vendor's violation or breach of this Agreement, (ii) the Services infringing a U.S. copyright existing as of the Commencement Date or a U.S. patent issued as of the Commencement Date (an "**Infringement Claim**"), or (iii) Vendor's gross negligence or willful misconduct; provided, however, that Vendor shall not be required to indemnify Customer against or hold Customer harmless from any Claim brought by any User.
- i. If an Infringement Claim has been made, or in Vendor's opinion is likely to be commenced, Customer agrees to permit Vendor, at its option and expense, either to: (a) procure for Customer the right to continue using the Services, (b) replace or modify the Services so that they become non-infringing, or (c) immediately terminate the License, in which case Customer shall cease using the Services and this Agreement shall immediately terminate, subject to the provisions of Section 14(c).
  - ii. Notwithstanding the foregoing, Vendor has no liability for any Infringement Claim arising from: (a) the combination, operation or use of the Services with any services, hardware or software not provided by Vendor hereunder, (b) the alteration or modification of the Services by any party other than Vendor, (c) Vendor's compliance with Customer's designs, specifications or instructions, (d) use of the Services after Vendor has informed Customer of modifications or changes in the Services required to avoid an Infringement Claim, or (e) use of the Services in a manner not authorized by Vendor.
  - iii. **THIS SECTION 13(a) STATES THE ENTIRE OBLIGATION OF VENDOR, AND THE EXCLUSIVE REMEDY OF CUSTOMER, IN RESPECT OF ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT.**
- (b) Customer hereby agrees to indemnify, defend, and save harmless Vendor and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by Customer or Customer's officers, agents, and employees in connection with the performance of this Agreement.

Vendor hereby agrees to indemnify, defend, and save harmless Customer and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure

to act by Vendor or Vendor's officers, agents, and employees in connection with the performance of this Agreement.

- (c) The indemnifying party's obligations hereunder are conditioned upon: (i) receipt of prompt written notice of a Claim from the indemnified party; (ii) the indemnified party tendering to the indemnifying party full and complete authority and control to resolve the matter and any subsequent appeal; and (iii) reasonable cooperation and assistance of the indemnified party, at the request of the indemnifying party and at the indemnifying party's cost and expense. The indemnified party will have the right, at its option, to participate in the settlement or defense of a Claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the Claim's settlement and defense. A party seeking indemnification pursuant hereto must not by any act, including any admission, statement or acknowledgement, materially impair or compromise the indemnifying party's defense and shall use commercially reasonable efforts to mitigate damages or losses for which indemnification is sought. Neither party shall be entitled to indemnification for a Claim to the extent such party's negligence contributed to such Claim.

14. Term and Termination.

- (a) The term of this Agreement will commence on the effective date of Customer's Pricing Agreement and shall continue for the term specified in the Pricing Agreement, unless terminated earlier pursuant to the terms of this Agreement. The parties may amend the Agreement based only on the written consent of both parties.
- (b) Either party may terminate this Agreement, without cause, with a thirty (30) day written notice. This Agreement may be immediately terminated by either party in the event that:
  - i. Either party materially breaches any of its obligations under this Agreement and such breach is not cured within thirty (30) days of the breaching party receiving written notice from the non-breaching party specifying the precise nature of the breach.
  - ii. Either party becomes insolvent, voluntarily files or is subject to a petition under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code. Said party shall immediately provide written notice to the other party in such event, and upon receipt of such notice the other party shall have the option to immediately terminate this Agreement.
- (c) Any expiration or termination of this Agreement shall not relieve either party from any obligations hereunder due and owing prior to such expiration or termination. Upon expiration or termination of this Agreement for any reason all rights and licenses granted to Customer hereunder shall terminate and Customer shall immediately pay Vendor all amounts due and payable prior to the date of such expiration or termination.

15. General.

- (a) Assignment. Neither party shall assign or transfer its rights or obligations under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided that ReadyTalk may appoint one or more subcontractors to supply any portion of the Services so long as ReadyTalk remains solely responsible for providing the Services in accordance with this Agreement. This



Agreement shall be binding upon and inure to the benefit of each party and its permitted successors and assigns.

- (b) Notices. Any notice under this Agreement shall be in writing, unless specified otherwise and except for ordinary operational notices, and shall be sent by Registered or Certified Mail, postage prepaid and return receipt requested, or by e-mail to the parties at the addresses set forth on the signature page hereto. Either party may at any time notify the other party in writing as set forth herein of a change of address or person for the purposes of serving notice.
- (c) Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such provision shall be severed or modified as may best preserve the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- (d) Amendments, Waivers, Remedies. This Agreement, or any of its provisions, may not be amended, supplemented or modified, and no provision hereof may be waived, unless such amendment, supplement, modification or waiver is in writing and signed by the party against whom enforcement of any of the foregoing is sought.
- (e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (f) Independent Contractors. Vendor is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other party, (ii) constitute the parties as partners, joint venturers, co-owners, agents, franchisee or franchisor or otherwise, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Neither party is an employee of the other, nor is either party entitled to employee benefits from the other party. All financial and other obligations associated with each party's business are the sole responsibility of such party. Each party represents and warrants that it (i) will not make any representations, warranties or guarantees on behalf of the other party and (ii) will not disparage the other party in any manner or otherwise harm the other party's business or reputation.
- (g) Survival of Provisions. The provisions of this Agreement relating to Service Rates and Charges, Taxes, Fees and Surcharges, Confidential Information, Privacy and Security, Limitation of Liability, Ownership of Intellectual Property, Representations and Warranties, Indemnification, Term and Termination and General shall survive expiration and termination of this Agreement.
- (h) Force Majeure. The parties hereto shall not be responsible for any failure or delay in the performance of any obligation hereunder if such failure results, directly or indirectly, from fire, explosion, strike, freight embargo, weather, act of God, war, civil disturbance, terrorism, act of government or any agency or official thereof, labor shortage, severe weather, failure of vendors, manufacturers, suppliers or subcontractors or any other event beyond such party's control.
- (i) Section Headings. Section headings in this Agreement are for convenience only and shall not be considered in the interpretation of this Agreement.

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflicts of law principles.

(k) Entire Agreement. This Agreement and any documents, exhibits and attachments referenced herein contain the entire agreement between the parties concerning the subject matter hereof, and any representations or agreements, oral or otherwise, not embodied herein are superseded by the terms hereof and shall be of no force or effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first set forth above.

**ReadyTalk**

By: \_\_\_\_\_  
Name: Dan Grote  
Title: CFO

Address for notice:  
1900 Sixteenth Street, Floor 6  
Denver, CO 80202  
E-mail: dan.grote@readytalk.com

**County of Monterey on behalf of the  
Monterey County Health Department**

By: \_\_\_\_\_  
Name: Mike Derr  
Title: Contracts/Purchasing Officer

Address for notice:  
MCHD Public Health Bureau  
1270 Natividad Road  
Salinas, CA 93906