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Amended and Restated Wasp Barcode Technologies' SaaS Terms of Service

Between

Wasp Barcode Technologies and the County of Monterey

This Amended and Restated Wasp Barcode Technologies SaaS Terms of Service (this "Agreement"), is made between Informatics Holdings, Inc., dba Wasp Barcode Technologies, located at 1400 10th Street, Plano, TX 75074 ("Wasp")and the County of Monterey, located at 1000 South Main St, Salinas, CA 93901 ("Customer").

County of Monterey agrees to these Terms and the term "Customer" will refer the County of Monterey.

1. SOFTWARE AS A SERVICE. These Terms set forth the terms upon which Customer may access and use Wasp's proprietary software as a service, AssetCloud- Product Code ZSAAS0022, for the subscription term specified on Customer's order Quote Number 00024251 and the terms set forth in Exhibit A. Wasp will provide this functionality through the Internet within a hosted server environment, its application programming interface (API), mobile software application, or other Wasp approved interface under the terms set forth herein (collectively, Service).

2. USE OF SERVICE.

   a. Customer Data. All data uploaded by Customer and collected by the Service remains the sole property of Customer, as between Wasp and Customer (Customer Data). Customer grants Wasp the right to use and store the Customer Data solely for purposes of Wasp performing the Services under these Terms. Notwithstanding the foregoing, Wasp may disclose Customer Data as required by applicable law or by proper legal or governmental authority, in which case Wasp shall use commercially reasonably efforts to give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense. Customer hereby warrants to Wasp that it either owns or licenses the Customer Data it provides, has the authority, under license or otherwise, to grant Wasp such usage rights and that there are no additional approvals of any third parties required for granting such usage rights. During the term of these Terms, Customer may download the Customer Data from the Service, which in each case will only be provided in csv format and in accordance with the download functionality within the Service. The Services include daily back-up of Customer Data by Wasp. Notwithstanding any other provision of this Section 2, Wasp may use, analyze, reproduce, sell, publicize, or otherwise exploit aggregated, anonymized Customer Data ("Aggregated Data") in any way in its sole discretion (including without limitation to develop and improve Wasp's products and services and to create and distribute reports and other materials), provided that Wasp removes any personally identifiable information (PII), (including all legal definitions of PII identifiers, including but not limited to, names, addresses and any other information that could potentially be used to identify a specific individual). Further, Wasp may share De-Identified Aggregated Data with its vendors, service providers, subcontractors and business partners as it deems necessary or desirable including but not limited for purposes of providing the Services to Customer and other parties. For avoidance of doubt, this Section 2.a does not give Wasp the right to identify Customer as the source of any Aggregated Data without Customer's prior written permission.

   b. Third Party Access and Usage. Customer may authorize its employees, agents, service providers, and other third parties to access the Services with user credentials, which access must be for the sole benefit of Customer and in compliance with these Terms. Customer is responsible for such representative's compliance with these Terms.

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c. Customer Responsibilities. A high speed Internet connection is required for proper transmission of the Service. Customer is responsible for procuring and maintaining the network connections that connect its network to the Service, including, but not limited to, "browser" software that supports protocols used by Wasp, including the Transport Layer Security (TLS) protocol or other protocols accepted by Wasp, and to follow procedures for accessing services that support such protocols. Wasp is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software. Wasp assumes no responsibility for the reliability or performance of any connections as described in this section. Customer (i) must keep its passwords secure and confidential; (ii) is responsible for Customer Data and all activity in its account in the Service (including by any employee, agent, service provider or other third party); (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Wasp promptly of any such unauthorized access; and (iv) may use the Service only in accordance with applicable law. In addition, Customer may not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as authorized herein in furtherance of Customer's internal business purposes; (b) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (c) use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights; (d) use the Service to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (e) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (f) use the Service in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (g) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service; (h) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (i) use the Service to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103; or (j) attempt to use, or use the Service in violation of these Terms.

d. Wasp Customer Support. Wasp provides customer support for the Service as follows:

- Toll-free technical center
- Hours of support: 8:00a.m. to 6:00p.m. Central Time, Monday-Friday, excluding holidays
- Online case responses are prioritized by severity
- Online support through Wasp Barcode Customer Access Portal
- Online knowledgebase
- FAQs

3. WARRANTY.

a. Warranty. Wasp warrants that (i) it will not materially decrease the overall security of the Services during a subscription term, (ii) it will not materially decrease the functionality of the Services during a subscription term, and (iii) the Services will not introduce Malicious Code into Customers systems. Malicious Code means any code, files, scripts or programs designed to do harm (e.g. viruses, Trojan horses, worms, spyware, time bombs, and the like).

b. WASP shall notify the Customer in Writing after the discovery of any successful unauthorized computer intrusion attack that results in a suspected "Data Security Breach" as defined by the California Civil Code as expediently as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement via email to the following email addresses: security@co.monterey.ca.us and 501-InformationSecurity@Co.monterey.ca.us.

c. Customer will retain their right to sue over a breach of data. If WASP is determined to be at fault for the breach, Customer will retain our rights to sue for damages caused by the breach.

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d. Performance. Statistics concerning the availability performance of the Service is reported at http://www.waspbarcode.com/asset-tracking/uptime.

e. GENERAL DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 3.a, THE SERVICE IS PROVIDED "AS IS" AND WASP HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND WASP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, WASP MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ACCURATE, COMPLETE, OR ERROR FREE.

f. THIRD PARTY SERVICE DISCLAIMER. CERTAIN SUPPORTED THIRD-PARTY WEB SERVICES OR TECHNOLOGY THAT THE SERVICE INTEGRATES WITH AND THAT ARE NOT PROPRIETARY TO WASP MAY BE MADE AVAILABLE WITHIN THE SERVICE, IF CUSTOMER HAS AN ACCOUNT AND CONTRACT WITH THE APPLICABLE THIRD PARTY (THIRD PARTY SERVICES). WASP HAS NO AND DISCLAIMS ALL LIABILITY REGARDING THIRD PARTY SERVICES OR TECHNOLOGY, AND CUSTOMER'S CONTRACT WITH THAT THIRD-PARTY SOLELY GOVERNS CUSTOMER'S ACCESS AND USAGE OF THAT THIRD PARTY SERVICE OR TECHNOLOGY.

4. PAYMENT.

a. Customers must pre-pay all fees for a subscription term according to the terms and conditions specified on Quote Number 00024251 and Exhibit A.

b. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes.

5. MUTUAL CONFIDENTIALITY.

a. Definition of Confidential Information. Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, or otherwise confidential by law (Confidential Information). Wasp's Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout). Both parties understand that this Agreement and all attachments are public documents.

b. Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of these Terms.

c. Exclusions. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information, as can be demonstrated. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to enable Discloser to seek a protective order.

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6. WASP PROPERTY.

a. Reservation of Rights. The software, scripts, graphics, form, text, content of text, workflow processes, user interface, and designs of the Service, and any other technologies provided by Wasp as part of the Service are the property of Wasp and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Wasp or its licensors as the case may be. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. Customer has no right, license or authorization with respect to any of the Services except as expressly set forth in these Terms. Wasp reserves all rights unless expressly granted in these Terms. Wasp owns and may use during and after the Term all anonymized and aggregate data derived by or through the Service (including any information, data or other content derived from Wasp's monitoring of Customer's access to or use of the Service), or contained within the Service, for purposes of enhancing the Service, technical support and other business purposes. Notwithstanding anything to the contrary in these Terms, all Services, including all processing of Customer Data by or on behalf of Wasp shall be provided solely from within, and on computers, systems, networks and other infrastructure located in, the United States.

b. Restrictions. Customer may not (i) sell, resell, rent or lease or otherwise exploit, reproduce, distribute the Service or use it in a service provider capacity, unless otherwise provided under an order or separate agreement; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competing service or product, or copy any feature, function or graphic for competitive purposes.

c. API. Wasp may provide access to its API as part of the Service for no additional fee, at its sole discretion. Subject to the other terms of this Agreement, Wasp grants Customer a non-exclusive, nontransferable, revocable license to interact with the API only for purposes of interacting with the Service as allowed by the API.

i. Customer may not use the API in a manner, as reasonably determined by Wasp, that exceeds reasonable request volume or constitutes excessive or abusive usage. If any of these occur, Wasp can suspend or terminate Customer's access to the API on a temporary or permanent basis.

ii. Wasp may change the API or remove existing endpoints or fields in API results upon at least 30 days' notice to Customer, but Wasp will use commercially reasonable efforts to support the previous version of the API for at least 6 months. Wasp may add new endpoints or fields in API results without prior notice to Customer.

iii. The API is provided on an 'AS IS' and 'WHEN AVAILABLE' basis. Wasp has no liability to Customer as a result of any change, temporary unavailability, suspension, or termination of access to the API.

7. LIMITATION OF LIABILITY

a. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED FIVE TIMES (5X) THE TOTAL AMOUNT PAID TO WASP BY CUSTOMER IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. EXCEPT FOR NEITHER PARTY IS LIABLE TO THE OTHER PARTY UNDER THIS AGREEENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF REPUTATION OR GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

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b. LIMIT ON LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF WASP AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE FIVE TIMES (SX) THE TOTAL AMOUNT PAID TO WASP BY CUSTOMER IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

c. The Services are general in nature and contain features that are based on authorities that are subject to change. The Services are not intended, and should not be construed, as legal, accounting or tax advice or opinion provided by Wasp to Customer. The Services may not be applicable to, or suitable for, the specific circumstances or needs, and may require consideration of non-tax and other tax factors. Wasp has no obligation to inform Customer of any changes in tax laws or other factors that could affect features of the Services.

8. TERM AND TERMINATION.

a. Term. The initial term commences on upon execution of this agreement and, unless terminated earlier pursuant any of this Agreement's express provisions, will continue in effect through June 30, 2023. No refunds or credits for fees will be provided to Customer if Customer elects to terminate its subscription to the Service prior to the end of the current subscription term "without cause." For purposes of this Section 8, termination for "without cause" shall mean termination for any reason other than material breach, as set forth in 8.b.

b. Termination for Material Breach. If either party is in material breach of these Terms, the other party may terminate these Terms with immediate effect, (a) if the breach has not been cured within a 30 day notice/cure period or (b) if such breach is incapable of cure. In the case of Customer Terminating for Material Breach Wasp shall refund a pro-rata portion of fees paid for AssetCloud.

c. Data Rights Upon Termination. Following the termination or cancellation of Customer's subscription to the Service, Wasp may, in its sole discretion, delete all Customer Data. Customer bears sole responsibility to download Customer Data prior to termination.

d. Return or Destroy Wasp Property Upon Termination. Upon termination of these Terms for any reason, Customer must pay Wasp any amount owed to Wasp, and return or destroy all other property of Wasp. Customer will confirm its compliance with this destruction or return requirement in writing upon request by Wasp.

e. Suspension of Service for Violations of Law. Wasp may suspend Customer's access to and use of the Service or remove the applicable Customer Data, or both, if it reasonably believes that, as part of using the Service, Customer has violated a law or any provision of this Agreement. Wasp will attempt to provide prior notice.

9. GOVERNING LAW AND FORUM.

a. US Customers. For Customers located in the United States, these Terms are governed by the laws of the State of California, without regard to conflict of law principles. Nothing in these Terms prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

10. INDEMNITY.

a. Infringement. Subject to the terms and conditions set forth in this Section 10, Wasp will, at its own expense, defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this

Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets and will indemnify Customer from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim.

Wasp will have no liability for Claims to the extent arising from (a) use of the Service in violation of this Agreement or applicable law, (b) use of the Service after Wasp notifies Customer to discontinue use because of an infringement claim, (c) modifications to the Service not made by Wasp or made by Wasp based on Customer specifications or requirements, (d) use of the Service in combination with any non-Wasp software, application or service, (e) revenue earned by Customer for such services, or (f) Customer's use of Customer Data.

If a Claim of infringement as set forth above is brought or threatened, Wasp will, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Customer against such Claim without cost to Customer; (b) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement and refund to the Customer a pro-rata refund of the subscription fees paid for under the Agreement for the terminated portion of the Term. The rights and remedies granted Customer under this Section 10.1 state Wasp's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

a. Customer's Indemnity. Subject to the terms and conditions set forth in this Section 10, Customer will, at its own expense, defend Wasp from and against any and all Claims (i) alleging that the Customer Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 2.c above and will indemnify Wasp from and against liability for any Losses to the extent based upon such Claims.

b. Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section 10, the indemnified party will: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section 10 are expressly conditioned upon the indemnified party's compliance with this Section 10.3 except that failure to notify the indemnifying party of such Claim will not relieve that party of its obligations under this Section 10 but such Claim will be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section 10 will survive termination of this Agreement for one year.

11. INSURANCE

a. Insurance Coverage Requirements Without limiting Wasp's duty to indemnify, Wasp shall main in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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Business Automobile Liability Insurance, including owned, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000per occurrence.
Professional Liability Insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or professional regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to *cover* liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Wasp shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
Cyber liability -Wasp shall carry and maintain cyber liability insurance with limits of not less than$-1,000,000 and aggregate of $2,000,000 covering claims involving privacy violations, record holder breach notification costs, privacy breach remediation costs, privacy regulatory actions, fines and penalties, theft of confidential or protected information, damage to or destruction of electronic information, restoration or retrieval of electronic information, intentional and/or unintentional release of private or confidential information, alteration of electronic information, ransomware, extortion and network security.

b. Other Insurance Requirements Commercial general liability, automotive liability, and cyber liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Wasp's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by Customer and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Wasp's insurance.

12. MISCELLANEOUS.

a. Equitable Relief When Money Damages Insufficient. Any breach by a party of these Terms or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

b. Entire Agreement and Changes. No Additional Terms. These Terms, together with Customer's order for the Service and any other documents incorporated herein by reference, constitute the sole and entire agreement of the parties with respect to the subject matter of these Terms and supersedes all prior and contemporaneous negotiations, understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Wasp expressly rejects any and all additional or conflicting terms of any Customer form or purchasing document. Neither party is relying on any representation concerning this subject matter, oral or written, not included in these Terms. No representation, promise or inducement not included in these Terms is binding. No modification of these Terms is effective unless both parties sign it or agree to it as part of an online electronic process, and no waiver is effective unless the party waiving the right signs a waiver in writing.

c. No Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Wasp's prior written consent, which consent Wasp shall not unreasonably withhold or delay.

d. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in these. Terms shall be construed as creating any agency, partnership, joint venture or other

form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

e. Enforceability and Force Majeure. If any term of these Terms is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent such failure or delay is caused by any circumstances beyond the party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of these Terms, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate these Terms if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.

f. Order of Precedence. If there is an inconsistency between these Terms and an order, the order prevails.

g. Survival of Terms and no CISG. In addition to the survival of indemnity obligations described in Section 10.c, any other terms that by their nature survive termination or expiration of these Terms, will survive. The UN Convention on Contracts for the International Sale of Goods does not apply.

h. Export Control. The Service may be subject to U.S. export control and economic sanctions laws. Customer agrees to comply with all such laws and regulations as they relate to access to and use of the Service and such other components, and will obtain any permits, licenses and authorizations required for such compliance. Customer may not access or use the Service if Customer is located in any jurisdiction in which the provision of the Services is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and may not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. Customer represents, warrants and covenants that (a) it is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) it will not permit agents, employees, or any other third-party end-user to access or use the Service in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) it will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which Customer is located.

i. Exhibits. The attached Exhibit A is an integral part of this Agreement.

Signed by each party's authorized representatives.

DocuSigned by:
07025F3AA36B4A4...
County Counsel
Date: 6/16/2020 | 2:45 PM PDT

DocuSigned by:
811C333563B9474...
Auditor/Controller
6/22/2020 | 8:58 AM
Date

Informatics Holdings, Inc.	County of Monterey
By:_____	By:_____
Name: _____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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EXHIBIT- A

To the Amended and Restated Wasp Barcode Technologies' SaaS Terms of Service
by and between
County of Monterey, on behalf of its Department of Social Services, hereinafter referred to as "County"
AND
WASP hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide Mobile AssetCloud

Product Description
Mobile Asset Cloud Includes: • Transition our on-Premise WASP Database to Asset Cloud • Maintenance & Support- includes all new releases of the software as well as remote technical support 8:00a.m. to 6:00p.m. Central Time, Monday- Friday (excluding holidays). • Provide 25 licenses • Remote training on how to use the software

B. PAYMENT PROVISIONS

B.I COMPENSATION/ PAYMENT

CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Part No.	Product Description	Unit Cost	Qty	Total Cost
ZSAAS0022	3 YR MobileAsset Upgrade to AssetCloud (per user)	620.40	25.0	USD 15,510.00

NOTE: All fees and costs stated herein shall include all applicable tax.

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Wasp
BARCODE TECHNOLOGIES

Quote Number 00026099
866-547-9277
www.waspbarcode.com
1400 10th St Plano TX 75074

Prepared By	Andy Rousos	Contact Name	Juan Plascencia
Phone	2144401484	Phone	231-758-7036
Email	arousos@waspbarcode.com	Email	plascenciajp@co.monterey.ca.us
Bill To Name	County of Monterey	Ship To Name	County of Monterey
Bill To	1428 Abbott Street Salinas, CA 93901 US	Ship To	1428 Abbott Street Salinas, CA 93901 US
Created Date	4/30/2020	Payment Term	WIS AT SIGHT
Expiration Date	7/1/2020		

Product	Product Code	Manufacturer Part Number	Quantity	Unit Price	Total Price
3 YR MobileAsset Upgrade to AssetCloud (per user)	ZSAAS0022	633809001925	25.00	USD 620.40	USD 15,510.00

SaaS Information

Term Start Date	Term End Date
5/22/2020	5/22/2023

Total Price	USD 15,510.00
Freight costs	USD 0.00
Taxes Amount	USD 0.00
Total Amount	USD 15,510.00

Quote is valid for 30 days unless otherwise noted

General Terms for the Sale of Goods
SaaS Terms of Service
Return Policy/RMA

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 111 S.W. COLUMBIA FIFTH FLOOR PORTLAND, OR 97201 Attn: Portland.certs@marsh.com CN101905727-Info-GAWU-19-21	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Informatics Holdings, Inc. 1400 Tenth St. Plano, TX 75074	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Ins Co Pittsburgh PA — 19445 INSURER B : Berkley Regional Insurance Co. — 29580 INSURER C : SAIF Corporation — 36196 INSURER D : Berkley Technology Underwriters — 38911 INSURER E : INSURER F :

COVERAGES — CERTIFICATE NUMBER: SEA-003646904-02 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			5097055	06/30/2019	06/30/2020	EACH OCCURRENCE	$	5,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	5,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY			TCA7014539-10	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	5,000,000
	[ ] DED [ ] RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			779447 (OR)	04/01/2020	04/01/2021	X PER STATUTE [ ] OTH-ER		
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A			TWC7014519_Q-5	04/01/2020	04/01/2021	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Software and Hardware Asset management Solution.

County of Monterey, its officers, agents and employees are added as Additional insureds with respect to liability arising out of the Wasp's work and where required by written contract and allowed by law, and in accordance with the provisions of the general liability policy. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
County of Monterey 1000 South Main St., Suite 306 Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Catherine Brown — Catherine Brown

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/30/2019 forms a part of

policy No.GL 509-70-55 issued to DATALOGIC USA, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT (Primary Coverage)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO THAT REQUIRES USE OF 83644 08/12 OR ITS EQUIVALENT.

SECTION II - WHO IS AN INSURED, 1., is amended to add:

Any person or organization shown in the schedule above you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance of the type provided by this policy for that person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

For the purposes of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance a. Primary Insurance**, any other insurance available to any Additional Insured shown in the schedule above will not be deemed primary.

All other terms and conditions remain the same.

Authorized Representative or Countersignature (in States Where Applicable)

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MARSH

International Cyber Risk Program

INSURER	AIG Europe S.A. (100%)
INSURED	DATALOGIC S.P.A.

From the Policy Wording:
Definition of **Insured**:
(i) the **Company**;
(ii) any natural person, who is or has been a principal, partner, director or officer of the Company;
(iii) any Employee;
(iv) any independent contractor, temporary contract labour, self-employed persons, labour-only sub-contractors, under the direction and direct supervision of the Company, but only in relation to the services they provide to the Company;
(v) Any joint venture where the Company maintains operational control, but only to the extent of the Company's interest in such joint venture; and
(vi) Any natural person or entity which the Insured is required by contract to add as an Insured under this Policy, but only when and to the extent such natural person or entity is acting on behalf of the Policyholder

Definition of **Company**:
the **Policyholder** and any **Subsidiary**

Definition of Subsidiary:
Any entity of which the Policyholder has or had Control on or before the inception date of this Policy either directly or indirectly through one or more of its other Subsidiaries.
Subsidiary shall also include any entity of which the Policyholder acquires Control, either directly or indirectly through one or more of its other Subsidiaries during the Policy Period, provided that such acquired entity;
1.1 has total gross revenues that are less than 15% of the total gross revenue of the Policyholder; and
2.1 has less than 50% of their total revenue from the United States of America
For the purposes of this definition "Control" means where the Policyholder:
a. controls the election of the majority of the board of directors of such entity;
b. controls more than half of the voting power of such entity; or
c. holds more than fifty per cent (50)% of the issued share / equity capital of such entity.

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MARSH

POLICY PERIOD	September 30, 2019 to June 30, 2021
CANCELLATION NOTICE	Non Tacit Renewal
NOTIFICATION OF A LOSS	The Company shall, as soon as possible, provide written notice to the Insurer of: - any Claim first made against the Company or any Insured Event as soon as practicable, after the Company's Responsible Officer first becomes aware of such a Claim or other Insured Event; - any circumstances that the Company's Responsible Officer may become aware of and which may reasonably be expected to give rise to a Claim or an Insured Event. In all events, notice must be given no later than: - sixty (60) days after the end of the Policy Period; or - prior to the expiry of the Automatic Discovery Period, or where purchased, the Optional Discovery Period.
LIMIT OF LIABILITY	€ 5.000.000,00 in the aggregate
DEDUCTIBLE	Front deductible: € 100.000,00 per claim Waiting period for Network Interruption: 12 hours min. € 100.000,00
TERRITORIAL SCOPE	Worldwide
RETROACTIVITY	Unlimited
MAIN WARRANTIES	Data Protection & Cyber Liability Network Interruption Event Management Cyber Extortion
MAIN EXTENSIONS	Incident Response: 72 hours, no deductible applicable Media Liability Electronic Data Incident: 25% of limit of liability OSP Network Interruption OSP System Failure System Failure Computer Crime: 10% of limit of liability, deductible: 10% minimum € 100.000,00

Marsh Italy Contacts

POLICY HANDLING
Ruggero Di Mauro
Marsh S.p.A. – Viale Bodio, 33 - 20158 Milano - Italy
phone: +39.02.48538313 - fax: +39.02.48538327
e-mail: ruggero.dimauro@marsh.com

CLAIMS HANDLING
Claims Advocacy Team
Marsh S.p.A. - Viale Bodio, 33 - 20158 Milano – Italy

Certificate Of Completion

Envelope Id: 248DF2A044044406943910C7687343AD
Subject: Please DocuSign: WASP 2020-23 $15,510.pdf
Source Envelope:
Document Pages: 14
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Sent

Envelope Originator:
Wes Morrill
morrillrw@co.monterey.ca.us
IP Address: 192.92.176.114

Record Tracking

Status: Original
6/16/2020 12:06:05 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Wes Morrill
morrillrw@co.monterey.ca.us
Pool: StateLocal
Pool: Social Services

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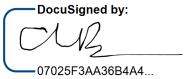
Signer Events	Signature	Timestamp
Anne Brereton, County Counsel BreretonA@co.monterey.ca.us Security Level: Email, Account Authentication (None)	DocuSigned by:  07025F3AA36B4A4... Signature Adoption: Drawn on Device Using IP Address: 73.92.79.29 Signed using mobile	Sent: 6/16/2020 12:14:42 PM Viewed: 6/16/2020 2:43:50 PM Signed: 6/16/2020 2:45:13 PM
Electronic Record and Signature Disclosure: Accepted: 6/16/2020 2:43:50 PM ID: 85242e44-5177-4b8d-910e-6e309ac0513f		
Burcu Mousa MousaB@co.monterey.ca.us Assistant Auditor-Controller County of Monterey Security Level: Email, Account Authentication (None)	DocuSigned by: 811C333563B9474... Signature Adoption: Pre-selected Style Using IP Address: 98.207.93.62	Sent: 6/16/2020 2:45:15 PM Viewed: 6/22/2020 8:53:53 AM Signed: 6/22/2020 8:58:58 AM
Electronic Record and Signature Disclosure: Accepted: 5/6/2020 11:19:26 AM ID: 08402344-807f-4a45-86ed-2decf9729bbb		
Lori A. Medina, DSS Director medinal@co.monterey.ca.us Director, Department of Social Services Security Level: Email, Account Authentication (None)		Sent: 6/22/2020 12:59:47 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lynn Lee, CEO LLEE@WASPBARCODE.COM Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Becky Cromer, DSS Finance cromerbl@co.monterey.ca.us County of Monterey Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/6/2020 5:40:51 PM ID: 865bb7c0-8667-48ee-ac6b-c56c3339027a	VIEWED Using IP Address: 192.92.176.113	Sent: 6/22/2020 8:59:01 AM Viewed: 6/22/2020 12:59:46 PM

Carbon Copy Events	Status	Timestamp
Juan Plascencia PlascenciaJP@co.monterey.ca.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/5/2020 9:59:34 AM ID: ecdf22cb-ad5e-4601-8778-4a1501408daa		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/22/2020 12:59:47 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Social Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: urenae1@co.monterey.ca.us

To advise Social Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at urenae1@co.monterey.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Social Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to urenae1@co.monterey.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Social Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to urenae1@co.monterey.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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- Until or unless you notify Social Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Social Services during the course of your relationship with Social Services.