

CUSTOMER MASTER AGREEMENT

This CUSTOMER MASTER AGREEMENT (“Agreement”) is made as of the 7th day of June, 2019 (“Effective Date”), by and between **ePlus Technology, inc.**, a Virginia corporation with its address at 13595 Dulles Technology Drive, Herndon, VA 20171 (“ePlus”) and the customer identified below (“Customer”):

Customer Name: County of Monterey

State/Jurisdiction: California

Entity Type: _____

Address: 1590 Moffett Street

Salinas, CA 93901

Each of ePlus and Customer is a “Party” and together they are the “Parties”.

RECITALS

- A. ePlus is a provider of a full range of IT sourcing solutions and professional services in such areas as data center/cloud computing, collaboration, IT infrastructure, engineering, staffing, and security.
- B. Customer may purchase products and/or services from ePlus pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

- A. “Affiliate” means, with respect to a Party, an entity that directly or indirectly controls, is controlled by or under common control with such Party.
- B. “Product” means third-party IT related hardware equipment, peripherals and/or software together with manufacturer maintenance, support and other third party services as resold by ePlus to Customer.
- C. “Purchase Order” or “PO” means each order issued by Customer for the purchase of Products or Services, as accepted by ePlus. Purchase Orders may be issued in hard copy or electronic format and include purchase authorizations submitted through ePlus’ OneSource IT electronic procurement portal.
- D. “Services” means professional services provided by ePlus, as defined in the applicable SOW.
- E. “SOW” means a statement of work identifying Services to be provided by ePlus, including the tasks or specifications, estimated period of performance, the price or rates to be paid by the Customer for the Services, and any milestones and other criteria regarding the scope of work as agreed by the Parties.

2. PURCHASE OF PRODUCTS.

- A. Products are purchased on Customer’s issuance of a PO, subject to acceptance by ePlus. The PO should include (a) location where the Products are to be delivered and any special delivery instructions; (b) description of the Products, including quantity and Product numbers; (c) name and address of the Customer contact person for billing and name of the entity to be billed; (d) desired delivery date for the Products; and (e) any other special terms and conditions which do not conflict with this Agreement.

- B. Customer agrees to abide by all product licensing provisions or end user agreements imposed by the manufacturer or software publisher. Customer shall not reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for software, nor remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels therein. Customer represents and warrants that any Products purchased pursuant to this Agreement are for Customer's internal use only and are not for resale or further distribution. Customer agrees to indemnify, defend and hold harmless ePlus from and against any and all third party claims, liabilities, costs and expenses relating to or arising from a breach of this Section 2.B.
- C. Cancellations or modifications of Product orders require written confirmation from ePlus. All cancellations are subject to manufacturer policies and ePlus' ability, pursuant to those policies, to cancel orders with its suppliers. Customer is responsible for all expense and loss related to cancellations.
- D. ePlus shall use reasonable commercial efforts to notify Customer if shipping delays occur but shall not be responsible for delays in Product delivery caused by third parties. Delivery shall be FOB shipping point and Customer agrees to pay for shipping and handling. Loss or damage during shipment within the United States by a carrier specifically selected by ePlus shall be ePlus' sole responsibility; otherwise such loss or damage shall be Customer's responsibility. Title to Products shall pass to Customer on payment in full. ePlus shall have no responsibility to act as importer or exporter of record unless otherwise expressly agreed in writing. Software is delivered electronically.
- E. Except for visibly damaged packaging, Customer shall not refuse delivery of Product shipments. If a Product shipment has been wrongfully refused, ePlus reserves the right to charge handling and restocking fees. Customer should save original Product packaging and notify ePlus to arrange for carrier inspection and pickup of damaged products. Customer shall notify its account executive of any visible damage within two (2) days of receipt and of order shortages or concealed damages within seven (7) business days of receipt. These timeframes are necessary for ePlus to provide timely assistance to Customer with manufacturer warranty claims and shipping claims. Failure to provide the foregoing notices to ePlus within the required timeframes shall be deemed acceptance.
- F. Customer must prepare a suitable installation site for Products. Unless otherwise agreed, Customer is responsible for installation of Products within its environment compatible with manufacturer specifications
- G. Approvals for returns are subject to manufacturer return policies and guidelines and ePlus' ability to return Product to its vendors. ePlus will work with its vendors to facilitate returns, but shall have no obligation to accept return of a Product unless such a return complies with applicable ePlus and manufacturer policies, including issuance of a return merchandise authorization ("RMA") number. Customer will contact its ePlus account executive to request an RMA number, which is valid for ten (10) days unless otherwise agreed. Except in the event of an ePlus or manufacturer error, Customer shall bear all shipping charges and restocking fees associated with Product return, exchange or replacement. If a Product is not returnable under manufacturer guidelines, ePlus will make commercially reasonable attempts to repair or replace the Product through the manufacturer warranty. Customer should contact its ePlus account executive for further manufacturer warranty details.
- H. If Customer receives a Product for evaluation or demonstration purposes, in the event such Product is not returned within the timeframe required by ePlus, Customer shall be deemed to have purchased the Product at ePlus' then-current list price and payment shall be due in accordance with Section 4.A.
- I. **Subscriptions and Usage-Based Accounts.** Customer may purchase Products (such as certain software-as-a-service or cloud-hosted subscriptions and accounts) for which consumption-based charges (e.g., overages, usage fees, automatic quantity adjustments) ("Consumption Fees") apply, as further described in ePlus' quote or applicable manufacturer documentation. Customer's issuance of a PO for such Products shall be deemed Customer's agreement to pay for any Consumption Fees it incurs in its use of the Product. If Customer can increase or add features or items to a subscription or account purchased from ePlus ("Add-Ons") without issuing a new order to ePlus, Customer agrees that it shall be deemed to have purchased Add-Ons upon addition to the subscription or account. Prices for Consumption Fees and Add-Ons shall be at the quote price or, if silent, at ePlus' then-current list price, as of the date incurred. ePlus shall invoice for (i) Consumption Fees in arrears and (ii) Add-Ons, on the date the Add-Ons are made available for Customer's use. Customer shall pay such invoices in accordance with Section 4.A.

3. PURCHASE OF SERVICES.

- A. Customer may purchase Services pursuant to a mutually acceptable SOW. The authority to commence effort by ePlus or to obligate payment by Customer shall be a written SOW executed by both Parties and/or ePlus' acceptance of Customer's PO. Services shall be provided in accordance with this Agreement and the applicable SOW.
- B. Customer acknowledges that for ePlus to perform Services, Customer may need to make certain personnel or other resources available in a timely manner. Customer agrees to cooperate in providing information or personnel upon ePlus' request. ePlus shall not be liable for any failure to perform the Services or meet timelines to the extent such failure is caused by Customer's lack of cooperation.
- C. Customer is responsible for its content, material, and data and its compliance with all applicable laws, regulations, ordinances and codes and acceptable use policies of any third-party vendors or websites. If Customer gives ePlus access to applications or programs, content, data, or other Customer-provided materials, Customer represents and warrants to ePlus that it has the right and authority to grant such access.
- D. ePlus in performing the Services will provide recommendations and advice, but all decisions are Customer's responsibility and ePlus shall be entitled to rely on Customer's decisions. ePlus shall not assume any cost or schedule liability unless expressly agreed in a SOW. Customer is the governing authority of all activities and project directives relating to a SOW, and retains full responsibility for the leadership, review, and approval of actions taken and deliverables completed by ePlus.
- E. ePlus' managed services solutions may be purchased pursuant to a separate agreement or master addendum executed by the Parties. Manufacturer maintenance, support and similar third party services that are purchased from ePlus as a reseller (and not pursuant to an ePlus SOW) are subject to the terms of this Agreement applicable to Products.

4. PRICING AND PAYMENT.

- A. **Pricing and Payment Terms**. Pricing for each order shall be as set forth on the applicable PO. Unless otherwise agreed in writing for a particular order, ePlus will invoice (i) for Products upon shipment without regard to any related Services, and (ii) for Services upon completion of the tasks or an applicable milestone under a SOW, and Customer shall pay such invoice(s). Payments shall be due net thirty (30) days from the date of invoice and shall be made in U.S. Dollars by (1) check drawn on a U.S. bank; or (2) wire transfer or automated clearing house (ACH) transfer to an account specified by ePlus. Customer shall bear all related bank fees and charges. Customer acknowledges that ePlus may participate in and retain the benefit of incentive plans, rebate programs, or other programs wherein ePlus may receive benefits, such as frequent flier miles or other consideration. Customer grants ePlus a purchase money security interest in all Products provided to Customer, as permitted by law, provided that upon payment in full for the Product (including any applicable interest), ePlus' security interest in that Product shall be released automatically. Customer agrees that ePlus may file financing statements wherever necessary to perfect its security interest. If Customer does not indicate for which item of equipment to apply payment, ePlus reserves the right to apply payments to Customer's balance at its discretion.
- B. **Expense Reimbursement**. Whenever Services are provided by ePlus at a location requested by Customer other than at an ePlus location, ePlus shall be reimbursed for all actual and reasonable travel and living expenses ("Expenses") provided such Expenses are in accordance with a standard reimbursement policy:
 - (i) Fees for out-of-pocket expenses will be invoiced to Customer monthly.
 - (ii) Itemization is required for all expenses.
 - (iii) Time for travel under 50 miles will not be billable.
 - (iv) The following guidelines shall apply for out-of-pocket expenses:
 - **Lodging**: For less than one month, a single hotel room at prevailing commercial rates within a reasonable distance from job location.
 - **Meals**: At actual cost.
 - **Air Travel**: Actual cost for commercial coach or economy class within continental United States.
 - **Ground Transportation**: Commercial shuttle services or hotel transportation to and from the airport will be used when practicable. Taxi service may be used if such transportation is not available or in emergencies.
 - **Auto Rental**: Actual cost for commercial standard size automobile, including operating expenses.
- C. **Taxes**. ePlus will furnish Customer with invoices showing separately itemized amounts due in respect of any and all sales, use, excise, value added, or similar taxes associated with the purchase of Products or Services, under federal, state, local or foreign law (however, specifically excluding taxes on ePlus' net income) ("Taxes"), if any, or, in lieu thereof, Customer shall provide ePlus with a tax exemption certificate acceptable to the applicable taxing authorities. Tax exemption certificates must be furnished to ePlus prior to Product shipment or commencement of Services.

Otherwise Customer shall pay or reimburse ePlus for all Taxes due under this Agreement and ePlus shall remit those amounts to the appropriate taxing authority. All persons furnished by ePlus shall be considered solely employees of ePlus, and ePlus is responsible for compliance with applicable laws, rules, and regulations relating to employment of labor, working hours and conditions, payment of wages and employment, Social Security, and other payroll taxes, including contributions from such employees when required by law.

- D. Late Payments.** A late payment charge, computed at the rate of 1.5% per month or the maximum amount permitted by applicable law if less, shall be payable on amounts not received by the due date and shall accrue until all overdue payments, including late charges, are paid in full. In the event ePlus must resort to collection, Customer shall be responsible for all costs, including legal fees. ePlus reserves the right to review and revise Customer's credit or payment terms based on Customer's financial condition or payment history at the time of such review, and Customer agrees to provide all relevant information. ePlus may suspend Services or stop filling Product orders in the event of nonpayment.
- E. Third Party Financing Arrangements.** If the "Bill To" party on a PO is different from the "Ship To" party, Customer shall be responsible for all payments and late fees if the Bill To party fails to make payment. In any case where Customer receives Products or Services, but the purchase authorization is provided from a third party to be billed pursuant to a lease or financing arrangement, payment of the invoice is Customer's responsibility in the event such third party fails to make timely payment.
- F. Communications.** Any communications concerning disputed debts, including any instrument tendered as full satisfaction of the disputed debt, should be sent to ePlus' General Counsel at the address noted above.
- G. Installment Payments.** If ePlus agrees to furnish Products that require more than one payment from Customer (such as a multi-year maintenance contract with scheduled annual payments), then the obligation to make the payments is non-cancelable and may not be terminated early. Customer agrees that its payment obligations to ePlus are absolute and unconditional in all events.

5. CONFIDENTIALITY OBLIGATIONS.

- A.** "Confidential Information" means the terms of this Agreement and all data, reports, analyses, compilations, records, pricing and evaluation of all or any portion of the transactions contemplated by this Agreement. Confidential Information must be marked with an appropriate legend or, if not in written or tangible form, identified as confidential at the time of disclosure and summarized and delivered to the other Party within three (3) days following disclosure. Notwithstanding any expiration or termination of this Agreement, each Party shall protect Confidential Information from unauthorized disclosure to any third party for three (3) years from the date of receipt. Information about Customer's needs may be disclosed to applicable manufacturers or distributors as required for ePlus to receive discounts, commissions, rebates, or other consideration pursuant to agreements with its vendors.
- B.** Confidential Information does not include information that:
 - (i) is or becomes publicly available other than through a breach of this Agreement; or
 - (ii) was in the possession of the receiving Party at the time of disclosure or later becomes available from a third party without breach of this Agreement; or
 - (iii) is independently developed by or for the receiving Party without access to confidential information, as evidenced by its records; or
 - (iv) the receiving Party has received written permission from the other Party to disclose; or
 - (v) the receiving Party is required to disclose pursuant to a valid order of court or other governmental body thereof or as required by law; provided, however, that the receiving Party shall first give notice to the disclosing Party and make a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed will be used solely for the purposes for which the order was issued, or to limit disclosure of Confidential Information to the extent permitted by law.
- C.** Confidential Information shall remain the exclusive property of the disclosing Party and shall be returned to the disclosing Party promptly upon request, except for electronic copies maintained in a secure location in accordance with the receiving Party's standard electronic backup procedures.
- C.** Each Party acknowledges and agrees that it would be difficult to fully compensate the other Party for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, the non-breaching Party may seek temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions to enforce such provisions. This provision with respect to injunctive relief shall not, however, diminish a Party's right to claim and recover damages.

6. OWNERSHIP OF WORK PRODUCT AS A RESULT OF SERVICES.

- A.** Subject to full and final payment, except for any confidential or proprietary materials in which ePlus or its suppliers have a pre-existing intellectual property interest (“Existing Materials”), any analyses, evaluations, reports, memoranda, letters, processes, methods, programs, and manuals, including any modifications to any of the foregoing, which are developed, prepared or conceived by ePlus specifically for Customer in the performance of Services (“Work Product”), shall be deemed “work for hire” if consistent with the requirements of Section 101 of the Copyright Act and shall in any case be and remain the exclusive property of Customer. To that end, any rights, title and ownership interests, including copyright, which ePlus may have in Work Product are assigned to Customer.
- B.** To the extent that Existing Materials are incorporated in Work Product, ePlus grants to Customer a royalty-free, irrevocable, worldwide, nontransferable, non-exclusive, internal use, perpetual license to use, modify and prepare derivative works of such Existing Materials and to use and display such Existing Materials to the extent required to utilize the Work Product in accordance with this Agreement. Nothing in this Agreement shall be deemed to (i) permit Customer to disclose, provide access to, sublicense, disassemble, decompile, reverse engineer, modify, create derivative works of, or transfer Existing Materials to an affiliate or third party without the prior written consent of ePlus, or (ii) limit ePlus’ ownership of patent, copyright or other intellectual property or trade secret rights in any information developed independently of this Agreement, even though such information may have been used in connection with ePlus’ performance under this Agreement. ePlus may provide similar services to others and use or disclose to others the general knowledge, skill and experience ePlus has developed over the years.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

- A.** ePlus warrants that Services it performs pursuant to a SOW will be done in a skillful and workmanlike manner according to industry standards generally prevailing among providers of similar services under similar circumstances. Customer shall notify ePlus of any noncompliance with the foregoing warranty prior to completion of the Services or within five (5) business days thereafter. Notwithstanding anything to the contrary, Customer understands ePlus shall bear no responsibility for the performance, repair or warranty of Customer’s software or equipment or of any software, hardware product or service provided to Customer by a third party, and Customer shall look solely to the third party provider for all remedies and support with regard to such products or service.
- B.** ePlus is a reseller of Products and not the manufacturer, and therefore makes no warranties with respect to Products. Without limiting the foregoing disclaimer, ePlus does not warrant that Products cannot cause or are free from susceptibility to security or data breaches. Any Product warranty and any rights to indemnification for claims or losses related to a Product must come from the manufacturer. To the full extent authorized ePlus will pass through to Customer any transferable Product warranties, indemnities, and remedies provided to ePlus by the manufacturer.
- C.** WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CUSTOMER AND DO NOT EXTEND TO ANY THIRD PARTY. EPLUS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH PRODUCTS SOLD OR SERVICES OR DELIVERABLES PROVIDED INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR OTHERWISE.

8. LIMITATION OF LIABILITY.

- A.** IN NO EVENT SHALL EPLUS BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES, LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOST PROFITS OF ANY KIND, EVEN IF FORESEEABLE, ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT. EPLUS’ AGGREGATE LIABILITY HEREUNDER, IF ANY, SHALL BE LIMITED TO DIRECT DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT OR SERVICE DIRECTLY CAUSING SUCH DAMAGES, AS ESTABLISHED BY A FINAL JUDGMENT.
- B.** No action whatsoever arising out of transactions under this Agreement may be initiated by a Party more than one (1) year after the cause of action accrued, except for payments owed. In no event shall ePlus be liable for claims by a third party. Each Party acknowledges that this Section 8 sets forth a reasonable allocation of liability between them, and that

ePlus' pricing is offered in reliance on the warranty disclaimers and liability limitations and exclusions set forth in this Agreement.

9. **NON-HIRING OF EMPLOYEES.** Customer acknowledges that ePlus has invested significant resources in the training of its employees and that these employees are a valuable resource. Therefore, if ePlus provides Services under this Agreement, Customer agrees that, during the term of this Agreement and for eighteen (18) months thereafter, Customer shall not solicit for hire employees of ePlus (or anyone who has been employed by ePlus within the month prior to the date of solicitation) or otherwise attempt to induce an ePlus employee to leave employment with ePlus. Should a violation of this Section 9 take place, ePlus shall be entitled to receive a fee from Customer in the amount of 20% of the employee's total annual compensation.
10. **EXPORT COMPLIANCE.** Customer shall be solely responsible for complying with import and export control laws and regulatory requirements with respect to import and export of (i) its technology or technology licensed to Customer by third parties, and (ii) services or deliverables rendered by ePlus in a different jurisdiction for the benefit of the Customer. Customer agrees not to export or re-export Products in violation of any restrictions, laws or regulations of any competent agency or authority.
11. **NOTICES.** Notices required or permitted under this Agreement shall be in writing and delivered in person or by a nationally recognized overnight carrier that obtains a receipt, or by certified mail, postage prepaid, return receipt requested, to the respective Party's address set forth on the first page of this Agreement or to such other address as the Party may have designated by written notice. Notices are given when delivery is confirmed or on the date of first refusal. Notices of default may first be given orally if followed by written notice according to this Section 11. All notices to ePlus shall be directed to the attention of its General Counsel, with copy to VP Contracts at the same address.
12. **PRESS RELEASES.** Any press release, announcement, publication or any other media release regarding this Agreement shall be mutually agreed upon in writing by the Parties prior to release. Neither Party shall make any representations or warranties about the other Party that the other Party has not first approved in writing.

13. TERM AND TERMINATION.

- A. **Term.** This Agreement shall begin on the Effective Date and continue until terminated pursuant to Section 13.B.
- B. **Termination.** At any time that there is no uncompleted SOW or non-cancelable order outstanding, a Party may terminate this Agreement for any or no reason on fifteen (15) days written notice to the other Party. A Party may terminate this Agreement and/or any SOW in the event of the other Party's material breach by giving thirty (30) days written notice stating the nature of the breach. This Agreement and/or any SOW shall terminate if the breaching Party shall fail to cure such material breach within thirty (30) days of receipt of the written notice. If the breach by its nature cannot reasonably be cured within thirty (30) days, the breaching Party shall commence to cure the breach within such period, then diligently prosecute such cure to completion.
- C. **Effect Of Termination.** Termination does not relieve Customer's obligations to pay all accrued fees. Termination of a SOW shall not modify the term of this Agreement or the term of any other SOW. Customer agrees that upon termination of a SOW it shall pay ePlus for all fees and costs incurred in the performance of its Services up to and including the effective date of termination.

14. GENERAL PROVISIONS.

- A. **Affiliate Orders.** This Agreement shall govern any order for Products and Services issued by Customer or a Customer Affiliate that is accepted by ePlus or an ePlus Affiliate, unless there is a separate written agreement signed by the specific parties to the transaction. Each Affiliate shall be solely responsible for the rights and obligations of the applicable Party with respect to any transaction such Affiliate enters into under this Agreement, provided, however, that ePlus may invoice on behalf of any of its Affiliates.
- B. **Entire Agreement; Order of Precedence.** This Agreement is the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous undertakings and commitments. Neither the terms of any PO, invoice, or other instrument documenting a payment or transaction issued by a Party in connection this Agreement, nor any other act, document, usage, custom, or course of dealing shall modify the terms of this Agreement. Terms printed on or referenced by Customer's POs, offers to buy, terms and conditions and the like shall have no effect. In the event of a conflict between this Agreement and a SOW, the SOW shall control,

but only with respect to the Services set forth therein. A duly authorized representative or officer of each Party must sign any changes, modifications or amendments to this Agreement deemed to be binding.

- C. **Relationship of the Parties.** The relationship created hereunder between the Parties is that of independent contractors. No representations or assertions shall be made or actions taken to imply or establish any agency, fiduciary, joint venture, partnership, employment or other relationship.
- D. **Assignment.** Except any assignment by ePlus of its right to receive payments, neither Party shall sell, assign, or transfer its rights or obligations under this Agreement, in whole or in part, without the other Party's prior written consent. Any such attempted assignment shall be void. ePlus reserves the right to subcontract with other individuals and businesses for the performance of Services under this Agreement, but such subcontracts shall not constitute assignment of ePlus' obligations or rights hereunder.
- E. **Severability.** If any provision of this Agreement or of a SOW is held to be prohibited by or illegal, unenforceable or invalid under applicable law or by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition, illegality, unenforceability or invalidity, and the remaining provisions of the Agreement and/or the SOW shall not be affected thereby.
- F. **Governing Law, Jurisdiction and Jury Trial Waiver.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The Parties agree that jurisdiction and venue for any matter pertaining to this Agreement shall be proper in the state or federal courts located in Fairfax County, Virginia, and the Parties hereby consent to such jurisdiction and venue. Each Party waives, to the extent permitted by law, all rights to a jury trial in any action or proceeding to enforce or defend any rights hereunder.
- G. **Force Majeure.** If either Party is unable to perform its obligations under this Agreement because of an event or circumstance (a "Force Majeure Event") resulting from a judicial or government decree or regulation which is not such Party's fault, power or communication line failure, natural disaster or act of God, war, terrorism, invasion, insurrection, riot, the order of a civil or military authority, fire, flood, earthquake, weather, lockouts, strikes, unavailability of personnel due to injury, sickness, death or termination of employment, either voluntary or involuntary, or, without limitation, any other cause beyond such Party's reasonable control, the affected Party shall promptly give notice to the other Party and do everything possible to resume performance. Upon delivery of such notice, all obligations under this Agreement shall be suspended. If the period of nonperformance exceeds fifteen (15) days, the Party receiving notice of a Force Majeure Event may terminate this Agreement or any SOW upon written notice. Delays in delivery due to Force Majeure Events shall automatically extend delivery dates for a period equal to the duration of such events. A Force Majeure Event, however, shall not apply to or extend Customer's obligation to pay for Products or Services.
- H. **Survival of Terms.** The provisions of Sections 4, 5, 6, 7, 8, 9, 13.C, and 14 shall survive expiration or termination of this Agreement and/or a SOW for any reason.
- I. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties agree to be bound by this Agreement as of the Effective Date and have caused it to be executed by their duly authorized representatives.

ePlus Technology, inc.

County of Monterey

By: _____

By: _____

Print: _____

Print: _____

STEVEN MENCARINI
SENIOR VICE PRESIDENT

Title: _____

Title: _____

Date: _____

Date: _____

6/12/19