



MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”), by and between EPIC iO Technologies Inc., a Delaware Corporation, having its principal place of business at 3463 Lakemont Blvd, Ste 104 B, Ft Mill, SC 29708 (“EPIC iO”) and the Customer identified below (“Customer”), is dated as of the date of latest signature shown below (the “Effective Date”). This Agreement is governed by and subject to the EPIC iO Terms and Conditions (the “Ts and Cs”, located at: <https://epicio.com/terms-conditions-of-sale>) and the EPIC iO End User License Agreement (the “EULA”, located at: <https://epicio.com/compliance-eula/>), each as applicable, which are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meaning set forth in the Terms and Conditions. EPIC iO and Customer are each referred to herein as a “Party”, and together, the “Parties”.

RECITALS

This agreement sets forth the terms under which EPIC iO will provide Hardware, Software and/or Support Services (each as defined below) to Customer for a defined duration following the Effective Date.

THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Definitions.

- a. “Acceptable Use Policy” shall mean EPIC iO’s policy with respect to the appropriate use of the Connectivity Services. The AUP is available on EPIC iO’s website (<https://epicio.com/support/acceptable-use-policy>) and is hereby made a part of this Agreement and is subject to change without notice.
- b. “Documentation” shall mean all manuals, user documentation, technical information and other related materials, or portions thereof, pertaining to the Software, Hardware or Support Services furnished to Customer by EPIC iO in connection with this Agreement.
- c. “Confidential Information” shall mean all non-public and confidential information that is provided by discloser to recipient pursuant to this Agreement, including, but not limited to: i) trade secrets; ii) financial information, including pricing; iii) technical information, including research, developments, procedures, algorithms, data, designs, and know-how; and iv) business information, including operations, planning, marketing interests, and Products.
- d. “Connectivity Services” shall mean services provided by EPIC for the provision of wireless services for the transport of Customer data and financial transactions for authorization and settlement.
- e. “Customer Hardware” shall mean Customer-owned equipment and devices located or used in connection with the Software at or by Customer’s network, facility or other applications.
- f. “EPIC Hardware” shall mean EPIC iO-owned equipment and devices furnished to Customer by EPIC iO pursuant to the terms of this Agreement, for use in Customer’s network, facility or other applications.
- g. “Monthly Throughput” means the amount of data allocated and allowed for a particular Connectivity Service as more specifically provided in a Quote.
- h. “Overage Charges” means the amount charged on Connectivity Services for all additional usage over Monthly Throughput limits as more specifically provided in a Quote.



- i. “Purchase Order” shall mean the purchase order placed by Customer for the purchase of Products pursuant to this Agreement and shall incorporate the terms of any corresponding Quotes.
- j. “Products” means the Connectivity Services, Software, and EPIC Hardware provided by EPIC iO to the Customer.
- k. “Pooled Plan Pricing” is a pricing structure that allows a Customer to share Monthly Throughput among all activated accounts before additional Overage Charges apply.
- l. “Quote” means the quoting document provided by EPIC iO to Customer detailing the proposed pricing, timing, and other terms and conditions of the proposal for sale of EPIC iO Product to Customer.
- m. “Software” shall mean EPIC iO's suite of software products, applications, features and associated documentation furnished by EPIC iO to Customer for use pursuant to the terms of this Agreement, and exclusively in connection with hardware, equipment and devices supplied by EPIC iO or one of its certified agents or resellers.
- n. “Third-Party Software” shall mean any software products, applications, features and associated documentation furnished that is not the intellectual property or components licensed from EPIC iO for use pursuant to the terms of this Agreement.
- o. “SOW” shall mean a Statement of Work issued by EPIC iO in connection with this Agreement for certain Products, which may be executed by the Parties from time to time during the Term.
- p. “Support Services” shall mean services provided by EPIC iO to promote the continued function and operation of covered Customer Hardware, EPIC Hardware and Software during and in connection with this Agreement, as more fully defined in the attached SOW, Schedule 2 and aligned Service Level Agreement details in Schedule 3.

2. Purchase Orders, Grant of Rights, Intellectual Property, Customer Representations and Warranties.

- a. Customer may place an order for Products by issuing a Purchase Order detailing the EPIC iO Products Customer wishes to purchase. Any terms, conditions or provisions found on a Purchase Order issued by the Customer, but not approved in writing by EPIC iO, shall have no force and effect and Customer agrees that each issuance of a Purchase Order shall constitute a new separate agreement incorporating the terms of this Agreement. Upon acceptance, EPIC iO shall furnish to Customer the Products set forth on the Purchase Order subject to this Agreement, the terms defined in the customer-signed Quote and/or associated SOW (such SOW to be in substantially the same format as the attached Schedule 1) as applicable.
- b. The term of a Purchase Order shall begin on the date EPIC iO accepts the Purchase Order, or the Effective Date of each SOW, as applicable, and ending as of the first anniversary thereof (the “Initial Term”), unless agreed to otherwise in the Purchase Order or SOW. The term of the Purchase Order or SOW shall renew annually for successive one-year terms, unless a Party delivers written notice of non-renewal not less than 60 days prior to the expiration of the then-current term (each a “Renewal Term” and together with the Initial Term, the “Term”). Customer shall be granted a limited, non-transferrable license to use the Products, subject to the EULA, which license shall immediately terminate upon the expiration or any termination hereof.
- c. For the avoidance of doubt, (i) all Purchase Orders and SOWs shall remain subject in all respects to the terms and provisions of this Agreement; and (ii) the Term of each Purchase Order and SOW shall be based on the effective date of such Purchase Order or SOW.



d. All intellectual property rights with respect to the Products and EPIC iO's name and trademarks, whether now existing or which may hereafter come into existence, which are not expressly granted to Customer herein are reserved to EPIC iO. Any goodwill generated through Customer's use of EPIC iO's Products, name and trademarks shall inure solely to the benefit of EPIC iO. Except as set forth in this Agreement, Customer may not use EPIC iO's name or trademarks without EPIC iO's prior written consent.

e. During the Term of this Agreement, Customer may provide EPIC iO with feedback related to the Products, including without limitation, comments, suggestions, proposals, or ideas (the "Feedback"). Customer hereby agrees that EPIC iO shall own all Feedback provided to EPIC iO and such Feedback shall be considered Confidential Information as defined in this Agreement.

f. Customer will not modify, alter, decompile, disassemble, or sublicense the Products, except as expressly provided by this Agreement. All rights not expressly granted to Customer are reserved by EPIC iO.

g. Customer shall comply with all Documentation and instructions with respect to the operation and use of the Products.

h. Customer shall provide reasonable access to the Products for inspection and replacement. EPIC iO shall provide commercially reasonable notice prior to such inspection or replacement.

i. Customer shall not create, incur, permit, or assume any lien on any Product for which Customer does not hold title.

j. Customer shall not procure EPIC iO Products for the purpose of developing, selling, manufacturing, or creation of any competing products.

3. Connectivity Services and Fees.

a. Connectivity Services shall be provided in accordance with the terms of the executed Quote incorporated into the Purchase Order between Customer and EPIC iO for Connectivity Services. Fees shall be charged in accordance with the fee schedule provided for and attached in Purchase Order. CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER AND CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN EPIC iO AND UNDERLYING WIRELESS SERVICE CARRIER.

b. Customer shall use the Connectivity Services in accordance with the AUP. EPIC iO reserves the right to limit or suspend any data usage that violates the AUP, adversely impacts network performance or hinders access to the network.

c. Chronic Connectivity Service issues preventing EPIC iO from meeting its Connectivity Service Level Agreements may require EPIC iO to release Customer from the remaining term of that Connectivity Service after commercially reasonable efforts by EPIC iO to attempt to restore and/or repair Connectivity Services have failed.

d. As consideration for EPIC iO's provision of the Connectivity Services in accordance with this Agreement, Customer agrees to pay the Connectivity Fees in accordance with the fees indicated on the Quote for Connectivity Services and incorporated into the Purchase Order. Connectivity Services fees shall be billed on a monthly basis, in advance. Each billing period shall begin on the second day of each month, and ends on the first day of the following month.

e. Connectivity Service fees are due thirty (30) days from the receipt of invoice by Customer. Fees received after this period shall incur a late charge equal to one and a half percent (1.5%), or the amount



allowed under applicable law, whichever is lower, per month until paid. An additional fee for returned checks shall be assessed. Customers that are past thirty (30) days past due may have Connectivity Services suspended by EPIC iO upon forty-eight (48) hours prior notice to suspend. Connectivity Services suspended for non-payment will be assessed a reactivation fee per line reactivated. Non-recurring Connectivity Service fees such as overage charges, equipment, site visits, etc., will be billed in addition to any recurring Connectivity Service fees, and while EPIC iO will make commercially reasonable efforts to alert Customer when they have exceeded their data allowance, it is the Customer's responsibility to manage their data with the tools provided to them. Failure to receive alerts of overage charges due to technical difficulties or incorrect contact information or to failure to utilize management services provided, does not relieve Customer of the obligation to pay overage charges.

f. For Connectivity Services only, the Customer may terminate Connectivity Services upon sixty (60) days advance written notice prior to the expiration of the initial term. In the event of termination before the original termination date provided for in executed Quote incorporated into the Purchase Order between Customer and EPIC iO, Customer shall remit an amount equal to the monthly Connectivity Service fees, times the lesser of twelve months, or the number of months remaining in the initial term. Cancellation requests for Connectivity Services must be emailed to orders@epicio.com. RETURNING EQUIPMENT ASSOCIATED WITH CONNECTIVITY SERVICES WITHOUT AN ACCOMPANYING WRITTEN NOTICE DOES NOT CONSTITUTE A CANCELLATION REQUEST OF CONNECTIVITY SERVICES.

g. Customer and EPIC iO acknowledge that certain aspects of Connectivity Services may be provided by third-party vendors. Terms, including pricing, for these products and/or services are subject to modification by the original manufacturer or service provider, and EPIC iO may be bound by those changes.. EPIC iO shall use commercially reasonable efforts to provide notice of such change(s) at least thirty (30) days before the effective date of such change to Customer. However, such notice may not always be commercially practicable, in which case, EPIC iO shall provide notice as soon as reasonably practicable. If such modification concerns a price change, the change to Customer pricing shall correspond to the percentage change implemented by the products and/or services' original manufacturer or service provider to EPIC iO.

4. Hardware and Software Subscription Fees.

a. As consideration for EPIC iO's provision of the EPIC Hardware and Software in accordance with this Agreement, Customer agrees to pay the Fees as defined and set forth in each SOW and/or corresponding duly executed Purchase Order. EPIC iO will either invoice Customer annually, in advance, for each 12 months' Fees, or monthly in advance pursuant to the terms of the SOW or Purchase Order. The Fee may, on an annual basis, be increased by EPIC iO increased by the lesser of a) five percent (5%) or b) the then most recent 12-month United States Consumer Price Index rate for all items as published by the U.S. Bureau of Labor Statistics.

b. Any payments not received within 30 days of invoice shall incur a late charge equal to one and a half percent (1.5%), or the amount allowed under applicable law, whichever is lower, per month until paid.

c. Customer and EPIC iO acknowledge that certain aspects of EPIC Hardware and Software may be provided by third-party vendors. Terms, including pricing, for these products and/or services are subject to modification by the original manufacturer or service provider, and EPIC iO may be bound by those changes. EPIC iO shall use commercially reasonable efforts to provide notice of such change(s) at least thirty (30) days before the effective date of such change to Customer. However, such notice may not always be commercially practicable, in which case, EPIC iO shall provide notice as soon as reasonably practicable. If such modification concerns a price change, the change to Customer pricing shall correspond to the percentage change implemented by the products and/or services' original manufacturer or service provider to EPIC iO.

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Increases to pricing in accordance with this Section 4(c) may increase at a rate higher than that contemplated in Section 4(a) of this Agreement.

5. Support Services.

a. During the Term, EPIC iO agrees to provide Support Services to Customer in connection with the covered Customer Hardware, EPIC Hardware and Software, as defined and pursuant to the terms set forth in the attached Schedule 2, and as further defined by any SOW.

b. In the event Customer desires that EPIC iO provide functions or services excess of those set forth on Schedule 2 and/or an SOW, additional charges will apply.

6. Limited Warranty.

a. During the Term, and subject at all times to the limitations set forth in the EULA, EPIC iO warrants that the Products will substantially conform in all material respects with the Documentation (user manual, release notes, etc.). In the event of a Product failure, upon receipt of notice from the Customer, EPIC iO shall evaluate the Products pursuant to Customer's notice, and shall at its election and within the time periods defined in Schedule 2, either replace or repair the Products to comply with the Documentation, or notify Customer of its determination that the Products substantially conforms to the Documentation. This Limited Warranty does not extend to Customer Hardware or Third-Party Software. EPIC iO reserves the right to replace or upgrade Products at any time during the Term.

b. The warranty described herein, in any Documentation, and in the EULA does not extend to failure caused by Customer's installation, mishandling, misuse, including information security breach, or damage to the Products. Except as specifically set forth in this Agreement the EULA and Ts and Cs, EPIC iO expressly excludes all other warranties express or implied, including any warranty of merchantability, noninfringement or fitness for any particular purpose. EPIC iO in no way warrants or guarantees that the Customer's purpose in using the Products will be achieved, including without limitation, as they may relate to food safety, disease prevention, public safety, prevention of illegal or illicit activity, or prevention of loss or damage to persons or property. Unless otherwise stated in writing, any warranties provided in the Documentation shall supersede warranty terms provided in this Agreement or in the EULA.

c. Customer shall be responsible for adhering to any usage guidelines laid out in the Documentation for each Product. EPIC shall not be liable for any claims arising from Customer's failure to adhere to the terms and guidelines provided for in the Documentation in its use, operation, or deployment of any Products. If Customer contemplates use of the Product in a manner not in conformance with the Documentation, Customer shall first seek consent from EPIC iO, such consent to be granted solely in EPIC iO's discretion.

7. Title to Products; Delivery; Damage.

a. At all times during and after the Term, the Products shall remain the sole and exclusive property of EPIC iO, and Customer's right to possess and operate the Products shall be limited as set forth herein. Upon acceptance of Products, Customer assumes all risk of loss, damage, theft or destruction of the Products, and from any causes including due to misuse, fault or neglect by Customer.

b. All EPIC Hardware shall be shipped F.O.B. (Incoterms 2020) from either Ceres, CA or Fort Mill, SC, freight prepaid, and invoiced to Customer for deliveries in the contiguous forty-eight (48) states of the United States of America. Alternative or additional terms may apply to deliveries to Alaska, Hawaii, Puerto Rico, and any orders outside of the United States. Customer shall pay any extra charges incurred for additional services, including, but not limited to using Customer carrier, special handling, or any special delivery instructions. Title (of Products for which Title is intended to be transferred to Customer by EPIC)



and Risk of loss shall pass to Customer upon receipt by Customer, as evidenced by delivery confirmation of the carrier.

8. Termination.

a. Unless otherwise provided in an SOW, the subscription created by this Agreement shall be non-cancellable and may not be terminated by either party during the Term, except in the case of a material breach by the other party, or the non-appropriation of budget funds by Customer's Board of Supervisors after a good faith effort to procure such funds by Customer, which remains uncured more than 30 days following receipt of written notice from the non-breaching party.

b. Upon the expiration or any termination of this Agreement, Customer agrees to immediately cease all use of the Products and return all Documentation and delete all backup copies thereof. Customer shall also promptly return EPIC Hardware to EPIC iO's address set forth above. In the event the EPIC Hardware are not returned within 15 days following the end of the Term, or are damaged or destroyed while in Customer's possession, Customer shall pay the replacement cost for such EPIC Hardware as provided by EPIC iO.

9. Indemnity.

a. **EPIC iO Indemnity.** EPIC iO hereby indemnifies and agrees to defend and hold harmless Customer and its officers, employees and directors, from and against any and all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees) arising out of the work to be performed by EPIC iO herein and resulting from the negligent acts or commissions of EPIC iO.

b. **Customer Indemnity.** Customer hereby indemnifies and agrees to defend and hold harmless EPIC iO and its affiliates, officers, employees and directors from and against any and all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation) directly or indirectly arising from or in any way connected with (i) use of or reliance on the Products supplied to Customer under this Agreement in a manner not contemplated or approved by EPIC or the Documentation, (ii) any breach of or default under the terms or conditions of this Agreement by Customer, (iii) the use or possession of any Product by Customer or any third parties, except to the extent caused by EPIC iO's negligence or willful misconduct, (iv) Customer's failure to adhere to usage terms or guidelines provide for in any Documentation for the Product(s), or (v) the sole negligence or willful acts or omissions of Customer or its employees or agents.

10. Limitation of Liability.

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE PARTIES' AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF MONEY PAID BY CUSTOMER TO EPIC UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.



11. Confidentiality

a. The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of two (2) years following the termination of this Agreement and/or any SOWs, whichever is later. Each party must inform its employees having access to the other's Confidential Information of restrictions required to comply with this Section 10. Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this Section 11. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

b. Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder.

c. Each party acknowledges that any material violation of the rights and obligations provided in this Section 11 may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding Section 12(d), each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

12. Miscellaneous.

a. Notice. Any notice to a Party pursuant to this Agreement shall be deemed delivered upon the earlier of i) the receiving Party's acknowledgment of receipt; or ii) the third business day after delivery via a tracked delivery method. Notices to EPIC iO shall be sent to the address set forth above. Notices to the Customer shall be delivered to the address set forth below.

b. Compliance with Laws. Each party agrees, at its own expense, to operate in full compliance with all applicable laws, regulations, and requirements applicable to its obligations hereunder and to maintain in force all licenses, permits, and approvals required for its performance under this Agreement.

c. Assignment. No assignment or transfer of this Agreement by Customer shall be valid without EPIC iO's written consent.

d. Choice of Law and Venue. This Agreement shall be interpreted under the laws of the state of California, and any proceeding to enforce or interpret this Agreement shall be brought before a court of competent jurisdiction in Monterey County, California.

e. Publicity. Customer acknowledges and consents to EPIC iO's use of Customer name and non-economic details of the Products for promotional and training purposes. To opt-out of this provision, check box: ☒ (County affiliation and seal cannot be used/advertised by third parties.)

f. Third-Party Services. EPIC iO does not perform any installation or security alarm monitoring services. To the extent such components are included in the Products subject to this Agreement and applicable

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SOW, they will be performed by licensed and insured third parties, and EPIC iO's role shall be limited to project management of such work. EPIC iO disclaims any responsibility or liability arising from the Customer's specific requirements or Customer's relationship with a third party vendor performing these services. EPIC iO expressly disclaims any responsibility and liability and provides no warranty for any actions, costs, or damages arising from the installation services provided by a third-party vendor, and the customer acknowledges and agrees that EPIC iO shall not be held liable for any actions, costs, or damages associated with such installation services.

g. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, pandemics, epidemics, local disease outbreaks, public health emergencies, government imposed quarantines, in which event the non-performing party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within three (3) business days of its occurrence. If performance is delayed over thirty (30) days, the party not experiencing the delay may terminate this Agreement.

h. Entire Agreement. This Agreement, its schedules, Quotes and SOWs, together with the EULA and Ts and Cs, contain the entire understanding and agreement between the parties respecting the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, in connection therewith. This Agreement may not be modified or amended except by written agreement of the Parties. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the Construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

i. Survival. All provisions of this Agreement regarding indemnification, liability, the limits thereon, confidentiality, and protection of proprietary rights shall survive the termination of this Agreement.

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By their signatures below, the Parties acknowledge their agreement to the terms set forth herein.

Monterey County

PRINT NAME OF PARTY

TITLE

SIGNATURE

DATE MM/DD/YYYY

EMAIL ADDRESS

NOTICE ADDRESS:

EPIC iO TECHNOLOGIES, INC.

PRINT NAME OF PARTY

TITLE

SIGNATURE

DATE MM/DD/YYYY

EMAIL ADDRESS



SCHEDULE 1

STATEMENT OF WORK

Statement of Work/Quote No. ²⁷³¹
Illegal Dumping

1. **Effective Date.** The Effective Date shall be August 1, 2024 _____. If left blank or undefined, then the Effective Date shall be the earlier of either (a) the first date that Services become accessible to the Customer as evidenced in _____ N/A _____; or (b) the date that the first piece of Hardware was delivered to Customer as evidenced by a proof of delivery document.
2. **Master Services Agreement.** This Statement of Work (“SOW”) is made subject to and will be governed by the terms and conditions of the Master Services Agreement (the “Agreement”) between EPIC iO and Customer. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.
3. **Purpose.** This SOW establishes the Products and Services to be furnished by EPIC iO to Customer consistent with any Customer-supplied project plan, if applicable, and attached to this SOW as an exhibit (the “Project Plan”). In the event of a conflict between the terms and conditions of the Agreement and this SOW, the provisions of this SOW will prevail, but only with respect to Services and Deliverables provided under this SOW.
4. **Acceptance of Quote.** By its signature below, Customer hereby accepts all terms of the EPIC iO quote attached hereto as Exhibit 1 (the “Quote”).
5. **Engagement/Purpose.** For purposes of this SOW, Customer requires the work and services of EPIC iO specifically for the following: Software and Support Subscriptions ____.
6. **Product and Subscription Details/Fees.** The Customer hereby subscribes for the Products and Services in the quantities and at the Subscription Fees listed in the Quote attached to this SOW. Unless otherwise defined in a Quote, all subscriptions set forth herein shall be for a term of five years from the Effective Date of this SOW.

Subscription Fees shall begin billing on the earlier of (the “Fee Start Date”): (b) as written in quote

- (a) the first date that Services become accessible to the Customer;
- (b) the start date provided in a Quote; or
- (c) the date that the first piece of Hardware required for the provisioning of a particular service was delivered to Customer as evidenced by a proof of delivery document;

If there are multiple pieces of Hardware required for the delivery of a service, then the Fee Start Date for each service shall begin on the date the Hardware required to deliver the service has been delivered to Customer as evidenced by a proof of delivery document. The Fee Start Date for non-recurring charges and fees for professional services or direct purchases of Products will be invoiced upon shipment, or at the agreed upon start date of such professional services.

EPIC iO shall invoice Customer either:

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(a) annually, in advance, for each 12 months' Subscription Fees; or

(b) on the first day of each month during the Term of this SOW, beginning on first day of the month following the Fee Start Date.

EPIC iO reserves the right to consolidate Fee billings for multiple SOWs into the same invoice. The billing for Products provided by this SOW shall be:

☐ Annually.

Additional Information:

N/A

Attachments or Change Orders may be added to this SOW to further detail the Deliverables, Services, pertinent specifications, requirements, rules and estimated timelines so long as all such attachments are approved and acknowledged by authorized representatives of both Customer and EPIC iO in writing. EPIC iO reserves the right to consolidate billings for multiple Products, recurring or non-recurring, into a single invoice.

7. Connectivity. Hardware provided by EPIC iO includes necessary components to deliver Connectivity Services to units. EPIC iO's proposal includes provision of SIM, broadband, support and related services.

Connectivity Services provided by EPIC iO may be subject to Overage Charges if data usage exceeds the Monthly Throughput limit more specifically provided for in a Quote.

Customer shall provide all information necessary to deliver Connectivity Services by providing the information required in the attached Connectivity Services Customer Information Form attached as Schedule 4. Connectivity Services shall be performed in accordance with the parameters set forth in the attached Connectivity Services Service Level Agreement attached as Schedule 5.

Should Customer waive or reject EPIC iO's delivery of Connectivity Services, Customer acknowledges:

- Customer assumes all costs and obligations related to connectivity, including provision of SIM, subscription and payment of broadband services and any support for connectivity outages;
- Additional EPIC iO installation fees may apply if SIM's are not provided by Customer prior to equipment installation;
- EPIC iO is not responsible for any operational or service failures of monitoring or remote support due to loss of Customer-furnished Connectivity Services.

8. EPIC iO's Responsibilities. EPIC iO will perform its obligations under this SOW in a good and

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workmanlike manner and in accordance with applicable laws, regulations and ordinances, and the Agreement. EPIC iO will use Customer-approved tools and methodologies only. EPIC iO will use commercially reasonable efforts to complete all installation and related services within the timelines estimated above.

9. Project Leaders/Points of Contact. The respective project team leaders for each party are as set forth below:

Customer Project Leader: Maria Ferdin _____
TBD
EPIC iO Project Leader: _____

10. Reporting Requirements. EPIC iO will provide periodic progress reports to Customer containing reasonable detail about status, site conditions, pending information requests, open change requests and target delivery date(s).

11. Changes. Any change or modification in the scope, type, quantities or requirements of this SOW requested by Customer shall be documented in writing and signed by Customer and EPIC iO. If EPIC iO identifies changes to any aspect of the SOW that it deems necessary to complete the work to the original scope, EPIC iO shall provide notice to customer in reasonable detail reflecting such changes, including timing or cost impacts, and Customer shall respond with approval or requests for clarification within two business days of such notice.

IN WITNESS WHEREOF, the Parties have signed this SOW as of the dates set forth below.

Monterey County

EPIC iO TECHNOLOGIES, INC.

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____



SCHEDULE 2 SUPPORT SERVICES

1. **Standard Remote Support:** Upon customer request and where contracted, EPIC iO will provide remote support and diagnostic services for the Products to promote functionality.
2. **(Optional) IntelliCare Remote Monitoring and Management Support** (“IntelliCare RMM”): Where contracted, EPIC iO to provide periodic monitoring services to monitor status and functionality, with support notifications.
 - a. EPIC iO will leverage an Enterprise Remote Monitoring and Management Software Platform with associated agents, probes and configurations where certain components will be installed or configure at the customer site(s) as well as in EPIC iO’s Secure Cloud and/or Network Operations Center.
 - b. Access to the RMM Platform requires Multi-Factor Authentication and explicit permissions to promote information security and compliance.
 - c. The RMM Platform with have pre-defined “Monitors” and “Proactive Resolution” capability to enable optimized Support of Customer Environments.
 - d. Remediation provided by an EPIC iO technical resource is limited to the Support Services that the customer has selected in an SOW or Quote.
 - e. EPIC iO is not responsible for the cost of repairs due to vandalism, misuse or acts of God.
 - f. Components covered by IntelliCare must be defined in the associated SOW attached to the Services Agreement.
3. **(Optional) Eyes-On Monitoring:** Where contracted, EPIC iO to provide IntelliCare RMM Support, including field-of-view monitoring and diagnostic, with support notifications.



SCHEDULE 3 SERVICE LEVEL AGREEMENT

This Agreement includes EPIC iO's standard service level of support, which include the following:

- **Guaranteed Response Time** - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via Phone and/or Remote Troubleshooting conducted by EPIC iO authorized support personnel within (4) business hours.
- **Remote Support Service** - Where contracted, EPIC iO will provide unlimited hours of remote support service relating to EPIC iO's Cloud or Software Components that are currently under subscription and current on payments. If issues are deemed not related to the software such as underlying hardware or network issues, support services will be suspended until underlying issues not covered by EPIC iO are remedied. All Software and Hardware covered by a Warranty or Support Subscription will be done remotely prior to any onsite service being rendered. Onsite Service is only available if IntelliCare Platinum Support is contracted, and customer is current on payments. If Hardware under contract is in a location that cannot be reached by unaided standing human accessibility, onsite troubleshooting or repair effort response may extend up to multiple days depending on location and availability of resources.
- **Onsite Support Service** – Where contracted, EPIC iO will provide onsite repair within 7 business days of the remote support agent concluding that onsite service is required. Limited to EPIC iO components except as otherwise specified.
- **Availability** - EPIC iO guarantees 99.9% uptime for EPIC iO's Cloud Platform. Availability means that the Cloud Platform will be available for access. Availability does not mean that the solution will be 100% functional as factors outside of EPIC iO's control may cause varied levels of functionality such as Internet Provider Outages, Public Cloud Outages, DNS Outages, Emergency Security Maintenance Windows, etc. All of these are deemed outside of EPIC iO's control and are not subject to the standard availability.

EPIC iO Cloud Platform SLA (not On-Premises)

Priority	Business Impact Examples	SLA: First Response
(P1) Widespread Outage	Enterprise-wide outage, Significant Impact to business	4 Hrs. (8-8 EST)
(P2) Widespread Degradation	Enterprise-wide service degraded, moderate impact to business	4 Hrs. (8-8 EST)
(P3) Local Outage	Departmental/ Group Outage with significant impact to multiple users	6 Hrs. (8-8 EST)
(P4) Local Degradation	Departmental/Group service degraded, moderate impact to multiple users	6 Hrs. (8-8 EST)
(P5) Isolated Outage	Single User/Limited outage, significant impact to a single user	8 Hrs. (8-8 EST)
(P6) Isolated Degradation	Single User/Limited service degraded, moderate impact to a single user	8 Hrs. (8-8 EST)

Safer, Smarter & More Connected



EPIC iO On-Premises Cloud Platform SLA

Note: All Support is Remote unless Contracted Separately. All Supported Systems must have an Active Support Contract, be running EPIC iO RMM Toolset and be up to date on Payments.

Priority	Business Impact Examples	SLA: First Response
(P1) Widespread Outage	Enterprise-wide outage, Significant Impact to business	4 Hrs. (8-8 EST)
(P2) Widespread Degradation	Enterprise-wide service degraded, moderate impact to business	4 Hrs. (8-8 EST)
(P3) Local Outage	Departmental/ Group Outage with significant impact to multiple users	6 Hrs. (8-8 EST)
(P4) Local Degradation	Departmental/Group service degraded, moderate impact to multiple users	6 Hrs. (8-8 EST)
(P5) Isolated Outage	Single User/Limited outage, significant impact to a single user	8 Hrs. (8-8 EST)
(P6) Isolated Degradation	Single User/Limited service degraded, moderate impact to a single user	8 Hrs. (8-8 EST)

*SLA Penalties are limited to the prorated portion of a month's SCaaS rental for the portion of the equipment that's offline due to repair needed, if the SLA is missed.