

RIDER TO MASTER SERVICES AGREEMENT

This Rider is attached to the Master Services Agreement dated effective July 1, 2017 (the "Master Services Agreement"), between the County of Monterey, a political subdivision of the State of California ("Client") and Social Solutions Global, Inc. ("SSG"), respectively, to modify the terms and conditions and to add additional terms and conditions to the Master Services Agreement. Client and SSG each may be referred to individually as a "Party" and collectively as the "Parties."

The Parties agree to modify the terms and conditions of the Master Services Agreement as follows:

1. **Updated Terms and Conditions.** The terms and conditions set forth in the July 1, 2017 Master Services Agreement supersede and replace the terms and conditions set forth in the County of Monterey Standard Agreement between the Parties dated July 1, 2016. The updated Master Service Agreement reflects, among other things, a modification to the pricing structure, whereby Client shall be charged on a per-user basis as set forth in the Order Form under "License Metric."

2. **Section 5.1. General.** Section 5.1 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client shall be responsible for payment of all taxes (excluding those on SSG's net income) relating to the provision of the Services. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees at any time upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of all fees is due 30 days after the invoice date. If the Client objects to any portion of an invoice, the Client shall notify SSG in writing within 30 calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. ~~Interest accrues on past due balances at the lesser of 1 1/2% per month or the highest rate allowed by law.~~ Failure to make timely payments shall be a material breach of the Agreement and SSG will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of section 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. Client shall reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features."

3. **Section 5.3. Travel and Lodging Expenses.** Section 5.3 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "SSG's reasonable travel and lodging expenses incurred by SSG in the performance of Services on Client's site will be billed separately ~~at actual cost~~ pursuant to the Monterey County Travel and Business Expense Reimbursement Policy: <http://www.co.monterey.ca.us/auditor/policies.htm>."

4. **Section 8.2. Client Indemnity.** Section 8.2 is hereby deleted.

5. **Section 8.3. Mutual Obligations.** Section 8.3 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "The indemnification obligations set forth in sections 8.1 ~~and 8.2~~ are subject to the following requirements: the indemnified party shall (i) take all reasonable steps to mitigate any potential damages which may result; (ii) promptly notify the other party of any and all such suits and causes of action; (iii) the indemnifying party controls any negotiations or defense of such suits and causes of action, and (iv) the indemnified party assists as reasonably required by the indemnifying party.

6. **Section 9. Nondisclosure.** Section 9 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely for purposes of SSG's performance of its obligations hereunder, except that SSG may use Client's Confidential Information for purposes other than the provision of Services only in an aggregated, anonymized form, such that Client is not identified. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, including release under the California Public Records Request Act, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this section, "Confidential Information" shall mean information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to ~~the terms and conditions (but not the existence) of the Agreement~~, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this section 9 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information."

7. **Section 10. Limitation of Liability.** Section 10 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "Notwithstanding anything to the contrary contained in this Agreement, SSG's total liability for any and all damages shall not exceed: (i) with respect to the SaaS Services, 400% of the fee (excluding implementation or other Professional Services fees) paid by Client for the ~~initial~~ prior twelve (12) month period of this Agreement, or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services pursuant to a particular SOW. The foregoing limitation shall not apply to SSG's indemnity obligation set forth in section 8.1 of the Agreement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE CLIENT MAY INCUR OR

EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.”

8. **Section 11.2. SaaS Services Term.** Section 11.2 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): “The ~~initial~~ term of each of the SaaS Services is specified in the Order Form (“~~Initial~~ Term”) and shall ~~automatically renew the same length as the Initial Term unless either party gives written notice 45 days prior to the end of the Initial Term or any renewal Term of its intention to terminate the Services to the manner and extent (if any) described in the applicable Order Form~~ for additional twelve (12) month terms upon written amendment executed by both parties. The ~~Initial~~ Term and any renewal terms are referred to as the “Term”.

9. **Section 11.3 Termination.** Section 11.3 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): For so long as Client is paying annually in advance for any SaaS Services provided under this Agreement, then Client may terminate this Agreement upon 30 days’ notice to SSG. Client acknowledges that all fees paid in advance are nonrefundable. Either party may terminate the Agreement immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which shall have a ten (10) day cure period; or (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). ~~If SSG terminates this Agreement for Client’s non-payment, Client agrees to pay to SSG the remaining value of the then current initial or renewal term (that Client acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring fees (as set forth in the Order Form) that will become due during the canceled portion of such Initial or renewal term.~~ Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under the terms of this Agreement

10. **Section 12.7. Assignment.** Section 12.7 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): “SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets, provided however, that SSG shall not be relieved of its obligations here unless such assignee assumes such obligations. Client may not assign the Agreement or any of the rights or obligations under the Agreement, without the prior written consent of SSG, which shall not be unreasonably withheld.”

11. **Section 12.9. Governing Law.** Section 12.9 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): “This Agreement is governed by the laws of the State of ~~Delaware~~ California without giving effect to its conflict of law provisions. Any dispute shall be litigated in the state or federal courts located in the State of ~~Delaware~~ California to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in ~~Delaware~~ California under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.”

IN WITNESS WHEREOF, the Parties hereto have executed this Rider and the attached Master Services Agreement with the intent to be legally bound thereby effective July 1, 2017.

SOCIAL SOLUTIONS GLOBAL, INC.

COUNTY OF MONTEREY

By: _____
Name: Ken Saunders
Title: CFO

By: _____
Name: _____
Title: _____

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Dep W
11/29/17

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey
12-1-17