

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated June 24, 2025 and is between AssetWorks Inc., a Delaware corporation, whose address is 1001 Old Cassatt Road, Suite 204, Berwyn, PA 19312 ("Contractor", "AssetWorks"), and the County of Fresno, a political subdivision of the State of California ("County", "Customer").

Recitals

A. The County applied for the Energy Efficiency and Conservation Block Grant Program (EECBG) with the intention of using grant funds to cover the cost of the Zero-Emission Electric Vehicle Charging Infrastructure Pilot (ZEV Pilot). The ZEV Pilot will consist of the installation of two Level-2 chargers at four County locations. On September 17, 2024, The County received notification that EECBG application was accepted and approved by the Department of Energy (DOE). On February 25, 2025, the Board of Supervisors authorized the Interim Director of Internal Services/Chief Information Officer to accept the grant funds from the DOE.

B. The County now desires to engage the Contractor to supply, arrange, oversee, and manage the installation of Level-2 electric vehicle charging infrastructure at four County locations, and also provide the AssetWorks Charging Management System, both of which will initiate the ZEV Pilot.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services" as per Contractor's Order Form Q-12679-9.

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1.4 **Reporting Requirements.** The Contractor will adhere to the EECBG Reporting Requirements as outlined in Exhibit A.

Article 2

County's Responsibilities

2.1 The County shall provide a representative who will serve as point of contact for the Contractor in fulfillment of its duties under this Agreement ("County Representative"). The County Representative will be the County General Services Department's Fleet Services (GSD-Fleet) Manager, and/or their designee. Upon execution of the Agreement the Contractor shall provide the County Representative its contact person on behalf of the Contractor.

2.2 The County shall contact the Contractor on an as-needed basis to request services and/or parts and hardware for the electric vehicle infrastructure and/or the AssetWorks Charging Management System.

Article 3

County and Contractor Responsibilities

3.1 **AssetWorks Terms.** The County and the Contractor shall follow present practices as outlined in Exhibit E. The County acknowledges and agrees to the terms, conditions, scope, and assumptions detailed on Order form Q-12679-9, which is included in Exhibit A.

Article 4

Compensation, Invoices, and Payments

4.1 The County agrees to pay, and the Contractor agrees to receive, compensation as described in Exhibit B for the performance of its services under this Agreement as described in Exhibit A and Exhibit E to this Agreement.

4.2 **Maximum Compensation.** The maximum compensation payable to the Contractor for the first year of this Agreement is \$305,722. The maximum compensation payable to the Contractor for the second year of this Agreement is \$3,864. The maximum compensation payable to the Contractor for the third year of this Agreement is \$4,444. In the event this

1 Agreement is extended for its first optional one-year extension ("Year 4"), the total
2 compensation payable to the Contractor under this Agreement will increase by \$5,111. In the
3 event this Agreement is extended for its final one-year extension ("Year 5"), the total
4 compensation payable to the Contractor under this Agreement will increase by an additional
5 \$5,877. The total maximum compensation payable to the Contractor for the entire possible five-
6 year Agreement is \$325,018. In the event the total maximum compensation amount in the Year
7 1, Year 2, Year 3, Year 4, and/or Year 5 is not fully expended, the remaining unspent funding
8 amounts shall roll over to each subsequent term's established maximum compensation.

9 The Contractor acknowledges that the County is a local government entity, and does so with
10 notice that the County's powers are limited by the California Constitution and by State law, and
11 with notice that the Contractor may receive compensation under this Agreement only for
12 services performed according to the terms of this Agreement and while this Agreement is in
13 effect, and subject to the maximum amount payable under this section. The Contractor further
14 acknowledges that County employees have no authority to pay the Contractor except as
15 expressly provided in this Agreement.

16 4.3 **Invoices.** The Contractor shall submit monthly invoices referencing the provided
17 agreement number to the County of Fresno, General Services Department – Fleet Services
18 Division 4551 E Hamilton Ave Fresno, CA 93702, fleetservices@fresnocountyca.gov. The
19 Contractor shall submit each invoice within 60 days after the month in which the Contractor
20 performs services and in any case within 60 days after the end of the term or termination of this
21 Agreement.

22 4.4 **Payment.** The County shall pay each correctly completed and timely submitted
23 invoice within 45 days after receipt upon completion of milestones detailed in Exhibit B. The
24 County shall remit any payment to the Contractor's address specified in the invoice.

25 4.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
26 expenses that are not specified as payable by the County under this Agreement.
27
28

1 **Article 5**

2 **Term of Agreement**

3 5.1 **Term.** This Agreement is effective on June 24, 2025, and terminates on June 23,
4 2028, ("Initial Term"), except as provided in section 5.2, "Extension," or Article 7, "Termination
5 and Suspension," below.

6 5.2 **Extension.** The term of this Agreement may be extended for no more than two,
7 one-year periods through June 23, 2030, only upon written approval of both parties at least 30
8 days before the first day of the next one-year extension period. The Director of General
9 Services or his or her designee is authorized to sign the written approval on behalf of the
10 County based on the Contractor's satisfactory performance. The extension of this Agreement
11 by the County is not a waiver or compromise of any default or breach of this Agreement by the
12 Contractor existing at the time of the extension whether or not known to the County.

13 **Article 6**

14 **Notices**

15 6.1 **Contact Information.** The persons and their addresses having authority to give and
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Director of General Services
19 County of Fresno
20 333 W. Pontiac Way
Clovis, CA 93612
gsdcontracts@fresnocountyca.gov

21 **For the Contractor:**

22 AssetWorks Inc.
23 1001 Old Cassatt Road, STE 204
Berwyn, PA 19312
With Copies To:
Mike.koebel@assetworks.com
Tyler.beatty@assetworks.com
legal@assetworks.com

24
25 6.2 **Change of Contact Information.** Either party may change the information in section
26 6.1 by giving notice as provided in section 6.3.

27 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
28 for or permitted under this Agreement must be in writing, state that it is a notice provided under

1 this Agreement, and be delivered either by personal service, by first-class United States mail, by
2 an overnight commercial courier service, or by Portable Document Format (PDF) document
3 attached to an email.

4 (A) A notice delivered by personal service is effective upon service to the recipient.

5 (B) A notice delivered by first-class United States mail is effective three County
6 business days after deposit in the United States mail, postage prepaid, addressed to the
7 recipient.

8 (C) A notice delivered by an overnight commercial courier service is effective one
9 County business day after deposit with the overnight commercial courier service,
10 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
11 the recipient.

12 (D) A notice delivered by PDF document attached to an email is effective when
13 transmission to the recipient is completed (but, if such transmission is completed outside
14 of County business hours, then such delivery is deemed to be effective at the next
15 beginning of a County business day), provided that the sender maintains a machine
16 record of the completed transmission.

17 6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
18 nothing in this Agreement establishes, waives, or modifies any claims presentation
19 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
20 of Title 1 of the Government Code, beginning with section 810).

21 **Article 7**

22 **Termination and Suspension**

23 7.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
24 contingent on the approval of funds by the appropriating government agency. If sufficient funds
25 are not allocated, then the County, upon at least 30 days' advance written notice to the
26 Contractor, may:

27 (A) Modify the services provided by the Contractor under this Agreement; or

28 (B) Terminate this Agreement.

1 **7.2 Termination for Breach.**

2 (A) Upon determining that a breach (as defined in paragraph (C) below) has
3 occurred, the County shall give written notice of the breach to the Contractor. The written
4 notice may suspend performance under this Agreement, and must provide a description
5 of both the breach and the required cure, and at least 30 days for the Contractor to cure
6 the breach.

7 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
8 time stated in the written notice, the County may terminate this Agreement immediately.

9 (C) For purposes of this section, a breach occurs when, in the determination of the
10 County, the Contractor has, following written notice and opportunity to cure:

- 11 (1) Obtained or used funds illegally or improperly;
12 (2) Failed to comply with any material part of this Agreement;
13 (3) Submitted a substantially incorrect or incomplete reports to the County;
14 (4) Improperly performed any of its material obligations under this Agreement; or
15 (5) Failed to comply with any reporting requirements and/or provision of required
16 certification documents detailed in Exhibit A.

17 **7.3 No Penalty or Further Obligation.** Any termination or temporary pause of this
18 Agreement by the County under this Article 7 is without penalty to or further obligation of the
19 County; provided, however, that the County shall pay the Contractor for all work performed up to
20 the effective date of termination.

21 **Article 8**

22 **Independent Contractor**

23 **8.1 Status.** In performing under this Agreement, the Contractor, including its officers,
24 agents, employees, and volunteers, is at all times acting and performing as an independent
25 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
26 venturer, partner, or associate of the County.

8.2 Verifying Performance. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

8.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of the Contractor's employees, including compliance with Social Security withholding and all related regulations.

8.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 9

Indemnity and Defense

9.1 **Indemnity.** The Contractor agrees to indemnify and, at the County's request, defend the County, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), direct damages, liabilities, and actual losses finally awarded, occurring, or resulting to the County in to the extent and proportion directly arising from the negligent performance, or failure to perform, by the Contractor, its officers, agents, or employees in breach of this Agreement.

9.2 The County agrees to indemnify and, at the Contractor's request, defend the Contractor, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses finally awarded, occurring, or resulting to the Contractor, in to the extent and proportion directly arising from the negligent performance, or failure to perform by the County, its officers, agents, or employees under breach of this Agreement.

9.3 In the event of third-party claim of alleged infringement of USA patent rights, copyright, trade secret rights, or intellectual property rights directly related to the services, software, or equipment and services provided by the Contractor, to the fullest extent permitted

1 by law, the Contractor agrees to and shall indemnify and defend at its own expense, any action
2 brought against the County, to the extent that it is based on a claim that the Software supplied
3 by the Contractor infringes a United States patent copyright, and the Contractor will pay those
4 costs and damages finally awarded against the County in any such action that are attributable to
5 any such claim; provided, such defense payments are conditioned on the following: (1) that the
6 Contractor shall be promptly notified in writing by the County following its receipt of any such
7 claim; (2) that the Contractor shall sole control of the defense of any action on such claim and
8 all negotiations for its settlement or compromise; (3) should the Software become, or in the
9 Contractor's opinion is likely to become, the subject of a claim of infringement of a USA patent
10 or copyright, then the County shall permit the Contractor, at the Contractor's option and
11 expense, either to (A) procure for the County a non-infringing license to use the Software; (B)
12 modify the Software so that it becomes non-infringing; (C) procure for the County a depreciated
13 credit for the Software and accept its return. Depreciation shall be an equal amount per year
14 over the lifetime of the Software, which the parties agree shall be five years. The Contractor
15 shall have no liability to the County under any provision of this clause with respect to any claim
16 of patent or copyright infringement that is based on the County's unauthorized use of
17 combination of the Software with software or data not supplied by the Contractor as part of the
18 Software.

19 **9.4 Excluded Damages.** The County agrees that the Contractor shall not be liable for:
20 (a) lost profits or loss of business (whether direct or indirect); (b) special, incidental, indirect, or
21 consequential damages (such as loss of: use, revenue, actual or anticipated profits or savings,
22 business opportunities, data, goodwill, privacy, reputation); (c) any damages (however
23 calculated or arising) which in the aggregate exceed the amount of fees paid to the Contractor
24 during the year preceding the date on which the liability arose; or (d) any claims which customer
25 fails to present to AssetWorks in writing within six months after expiration or earlier termination
26 of this agreement. this section applies: (e) to the benefit of the contractor, its officers, directors,
27 employees, agents, affiliates, licensors, suppliers, and third-party contractors, as well as: (f) to
28 liability regardless the form of action or theory or liability (whether in contract, tort, strict product

liability, negligence, or otherwise) even if the Contractor is advised in advance of the possibility and even if such damages were foreseeable; and (g) even if the County's remedies fail of their essential purpose.

9.5 **Survival.** This Article 9 survives the termination of this Agreement.

Article 10

Insurance

10.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 11

Inspections, Audits, and Public Records

11.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

11.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

11.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

1 (B) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose to the public or such governmental agency any record or
3 data that the Contractor may provide to the County, unless such disclosure is prohibited
4 by court order.

5 (C) This Agreement, and any record or data that the Contractor may provide to the
6 County, is subject to public disclosure under the Ralph M. Brown Act (California
7 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

8 (D) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure as a public record under the California Public
10 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
11 with section 7920.200) ("CPRA").

12 (E) This Agreement, and any record or data that the Contractor may provide to the
13 County, is subject to public disclosure as information concerning the conduct of the
14 people's business of the State of California under California Constitution, Article 1,
15 section 3, subdivision (b).

16 (F) Any marking of confidentiality or restricted access upon or otherwise made with
17 respect to any record or data that the Contractor may provide to the County shall be
18 disregarded and have no effect on the County's right or duty to disclose to the public or
19 governmental agency any such record or data.

20 **11.4 Public Records Act Requests.** If the County receives a written or oral request
21 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
22 and which the County has a right, under any provision of this Agreement or applicable law, to
23 possess or control, then the County may demand, in writing, that the Contractor deliver to the
24 County, for purposes of public disclosure, the requested records that may be in the possession
25 or control of the Contractor. Within five business days after the County's demand, the
26 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
27 possession or control, together with a written statement that the Contractor, after conducting a
28 diligent search, has produced all requested records that are in the Contractor's possession or

1 control, or (b) provide to the County a written statement that the Contractor, after conducting a
2 diligent search, does not possess or control any of the requested records. The Contractor shall
3 cooperate with the County with respect to any County demand for such records. If the
4 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
5 CPRA or other applicable law, it must deliver the record or data to the County and assert the
6 exemption by citation to specific legal authority within the written statement that it provides to
7 the County under this section. The Contractor's assertion of any exemption from disclosure is
8 not binding on the County, but the County will give at least 10 days' advance written notice to
9 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
10 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
11 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
12 failure to produce any such records, or failure to cooperate with the County with respect to any
13 County demand for any such records.

14 **Article 12**

15 **Confidentiality & Data Security**

16 12.1 **Confidentiality.** The County and the Contractor may have access to information that
17 the other considers to be a trade secret as defined in California Government Code section
18 7924.510(f).

19 12.2 Each Party shall use the other's Information only to perform its obligations under,
20 and for the purposes of, the Agreement. Neither Party shall use the Information of the other
21 Party for the benefit of a third party. Each Party shall maintain the confidentiality of all
22 Information in the same manner in which it protects its own information of like kind, but in no
23 event shall either Party take less than reasonable precautions to prevent the unauthorized
24 disclosure or use of the Information.

25 12.3 The Contractor shall not disclose the County's data except to any third parties as
26 necessary to operate the Contractor's Products and Services (provided that the County hereby
27 grants to the Contractor, at no additional cost, a non-perpetual, noncancelable, worldwide,
28 nonexclusive license to utilize any data, on an anonymous or aggregate basis only, that arises

1 from the use of the Contractor's Products and Services by the County, whether disclosed on,
2 subsequent to, or prior to the Effective Date, to improve the functionality of the Contractor's
3 Products and Services and any other legitimate business purpose, subject to all legal
4 restrictions regarding the use and disclosure of such information).

5 12.4 **Data Security.** If new or unanticipated threats or hazards are discovered by either
6 the County or the Contractor, or if existing safeguards have ceased to function, the discoverer
7 shall immediately bring the situation to the attention of the other party.

8 **Article 13**

9 **Disclosure of Self-Dealing Transactions**

10 13.1 **Applicability.** This Article 13 applies if the Contractor is operating as a corporation
11 or changes its status to operate as a corporation.

12 13.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
13 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
14 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
15 the County before commencing the transaction or immediately after.

16 13.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
17 a party and in which one or more of its directors, as an individual, has a material financial
18 interest.

19 **Article 14**

20 **General Terms**

21 14.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this
22 Agreement may not be modified, and no waiver is effective, except by written agreement signed
23 by both parties. The Contractor acknowledges that County employees have no authority to
24 modify this Agreement except as expressly provided in this Agreement.

25 14.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
26 under this Agreement without the prior written consent of the other party.

27 14.3 **Governing Law.** The laws of the State of California govern all matters arising from
28 or related to this Agreement.

1 14.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. The Contractor consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 14.5 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 14.6 **Days.** Unless otherwise specified, "days" means calendar days.

10 14.7 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 14.8 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 14.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
18 not unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 14.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
24 of the Contractor under this Agreement on any one or more occasions is not a waiver of
25 performance of any continuing or other obligation of the Contractor and does not prohibit
26 enforcement by the County of any obligation on any other occasion.

27 14.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
28 between the Contractor and the County with respect to the subject matter of this Agreement,

1 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
6 exhibits.

7 14.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 14.13 **Agent for Service of Process.** The Contractor represents to County that the
10 Contractor's agent for service of process in California, and that such agent's address for
11 receiving such service of process in California, which information the Contractor shall maintain
12 with the office of the California Secretary of State, is as follows:

13 **C.T. Corporation System**

14 330 N Brand BLVD

15 Glendale, CA 91203

16 Los Angeles County

17 The Contractor further represents to the County that if the Contractor changes its agent for
18 service of process in California, or the Contractor's agent for service of process in California
19 changes its address for receiving such service of process in California, which changed
20 information the Contractor shall maintain with the office of the California Secretary of State, the
21 Contractor shall give the County written notice thereof within five (5) calendar days thereof
22 pursuant to Article 6 of this Agreement.

23 14.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

24 (A) The Contractor is duly authorized and empowered to sign and perform its
25 obligations under this Agreement.

26 (B) The individual signing this Agreement on behalf of the Contractor is duly
27 authorized to do so and his or her signature on this Agreement legally binds the
28 Contractor to the terms of this Agreement.

1 14.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
2 electronic signature as provided in this section.

3 (A) An “electronic signature” means any symbol or process intended by an individual
4 signing this Agreement to represent their signature, including but not limited to (1) a
5 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
6 electronically scanned and transmitted (for example by PDF document) version of an
7 original handwritten signature.

8 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
9 equivalent to a valid original handwritten signature of the person signing this Agreement
10 for all purposes, including but not limited to evidentiary proof in any administrative or
11 judicial proceeding, and (2) has the same force and effect as the valid original
12 handwritten signature of that person.

13 (C) The provisions of this section satisfy the requirements of Civil Code section
14 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
15 Part 2, Title 2.5, beginning with section 1633.1).

16 (D) Each party using a digital signature represents that it has undertaken and
17 satisfied the requirements of Government Code section 16.5, subdivision (a),
18 paragraphs (1) through (5), and agrees that each other party may rely upon that
19 representation.

20 (E) This Agreement is not conditioned upon the parties conducting the transactions
21 under it by electronic means and either party may sign this Agreement with an original
22 handwritten signature.

23 14.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
24 original, and all of which together constitute this Agreement.

25 *[SIGNATURE PAGE FOLLOWS]*
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27
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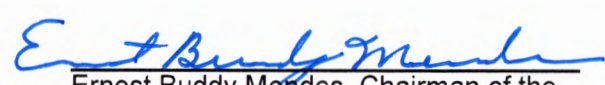
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 ASSETWORKS, INC.


COUNTY OF FRESNO

3
4 
5 Greg Richards, General Manager

6 1001 Old Cassatt Road, STE 204
7 Berwyn, PA 19312

8 
9 Ernest Buddy Mendes, Chairman of the
10 Board of Supervisors of the County of Fresno

11 **Attest:**
12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15
16 By: 
17 Deputy

18 For accounting use only:

19 Org No.:8910
20 Account No.:7295
21 Fund No.:1000
22 Subclass No.:10000
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Exhibit A

Scope of Services

The Contractor will supply, arrange, oversee, and manage the installation of Level-2 electric vehicle charging infrastructure at four County locations. The Contractor is responsible for preparatory project management, which includes but is not limited to: site permitting, site readiness, and the provision of personnel, equipment, and infrastructure etc. The Contractor will also adhere to the EECBG reporting requirements as detailed within this Exhibit A.

The electric vehicle charging infrastructure will be located at the following sites:

1. Fleet Services: 4551 E. Hamilton Fresno, CA 93702
2. Facilities Services: 4590 E. Cesar Chavez BLVD. Fresno, CA 93702
3. Pontiac: 333 W. Pontiac Way Clovis, CA 93612
4. M Street Garage: 901 M Street Fresno, CA 93721

Reporting Requirements

Davis-Bacon Act Weekly Payroll Tracking

Upon commencement of construction, the Contractor will provide weekly payroll tracking data via the DOE's LCPTTracker system. This is a requirement of the Davis-Bacon Act for all applicable contractor employees involved in the electric vehicle infrastructure installation.

In order to access the DOE's LCPTTracking system, the Contractor will participate in a mandatory LCPTTracker training.

Davis-Bacon Act Semi-Annual Reporting

The Contractor will provide data, as requested from the County, for EECBG Semi-Annual Reporting to ensure compliance with the Davis-Bacon Act.

Build America, Buy America Act Reporting

Upon the commencement of construction, the Contractor will be responsible for acquiring official certification of Build America, Buy America compliance from the manufacturer of the parts, accessories, and equipment utilized in the installation of electric vehicle charging infrastructure.

Exhibit A

Charging Management System

The Contractor will provide the AssetWorks Charging Management System (AssetWorks CMS) for the County's electric vehicle charging infrastructure. The AssetWorks CMS will provide real-time electric vehicle charging data to the County and will fully integrate with the County's existing Fleet Management system, FleetFocus. The AssetWork CMS software will include the following features: charge station monitoring, vehicle access control, scheduled charging and load balancing, electricity cost reporting, remote control diagnostics and the ability to be used with other charging networks. The Contractor will provide maintenance and support for the AssetWorks CMS, which will be paid for on an annual basis by the County as detailed in Exhibit B.

Software, Installation, and Integration

- Software cloud plans begin upon Station Activation or four months from ship date – whichever comes first.
- Station Activation or configuration (i.e., connecting the station to the AssetWorks CMS cloud application) is done prior to shipping and not on-site unless otherwise noted.
- AssetWorks will provide professional services to install and configure the AssetWorks CMS Integration to AssetWorks Enterprise Asset Management (EAM)/FleetFocus (hereinafter "the integration"), the County's existing fleet management system. The integration assumes usage of all AssetWorks EAM/FleetFocus settings out of the box and utilizes functionality built within supported versions. The minimum version required for AssetWorks CMS is v.23.2
- Please refer to each piece of hardware's manual or guide for site readiness requirements. It is assumed that the site has cellular connectivity. Failure to have reliable cellular connectivity will result in additional costs as cellular network boosters will be required. Pricing for cellular network boosters is not included in this Scope of Services. County is responsible for selecting charger locations with adequate 4G cellular signal strength. Preferred cellular carrier or ethernet cable connection must be specified before purchase.

Exhibit A

- AssetWorks will train on and advise the County on how they will setup the following items to support AssetWorks CMS:
 - Product Attributes
 - Asset Updates
 - AssetWorks CMS Configuration; set pricing, etc.
- After training and configuration sessions are complete, the County will finalize the setup in AssetWorks EAM/FleetFocus and is responsible for loading all data (electric vehicles and Radio-Frequency Identification cards) required for project success.
- Assumes fleet assets are setup in AssetWorks EAM/FleetFocus and ready for import to AssetWorks CMS.
- Once the interface is activated in Production, the County will be responsible for the ongoing monitoring.
- For customers with on-premises servers, access to the web service over port 443 is required from the application and applicable servers.
- AssetWorks is responsible to assist in setting up the integration for testing and validation that they connect and run successfully, however AssetWorks is not responsible for analyzing the results of charging transactions.
- AssetWorks is not responsible for the data management of any legacy electric vehicle (EV) data transactions prior to integration activation.
- Hardware installation is not included, unless otherwise noted on the order form.
- All services will be performed remotely using web teleconferencing, unless otherwise noted.
- The County must have a valid subscription agreement to use AssetWorks CMS.
- Training is delivered as “train the trainer” for system administrators; end user training is not included. Where applicable, standard training materials will be utilized. The Scope of Services does not include customized training materials unless otherwise noted.
- The County may be required to upgrade if new features and/or fixes become available for the integration that are considered necessary for the project success, however,

Exhibit A

1 upgrade services for AssetWorks EAM/FleetFocus are not included, unless otherwise
2 noted in this Agreement.

- 3 • The County will be responsible for working with AssetWorks' Professional Services to
4 move the integration into a production environment.
- 5 • The County will make appropriate technical resources available to AssetWorks'
6 consultants and provide necessary and appropriate personnel at meetings to define
7 project requirements.
- 8 • The County will appoint a single point of contact for project duration that will have
9 project management responsibilities and decision-making authority. This person will be
10 the focal point of contact for the AssetWorks' Professional Services and Customer Care
11 teams.

12 **Project Kickoff Details:**

- 13 • A Project Manager will be assigned to oversee deliverable completion and scheduling
14 and the prerequisite AssetWorks EAM/FleetFocus is updated in the Test and Production
15 environments (if a version update is needed). AssetWorks will assign a Project
16 Manager within an 8-week lead time after the Agreement is fully executed and any
17 required installations and updates are completed, the Project Manager will engage with
18 the customer to kick-off the project and begin scheduling services ("Project Kickoff").
- 19 • The delivery schedule of the project requirements will be set during the project planning
20 phase. All implementers, consultants and/or trainers for professional services will be
21 secured by the Project Manager within a 2 to 4-week lead time once the project is
22 kicked off.
- 23 • Any features, specifications, tasks, services, or requirements not detailed in this
24 Agreement are explicitly excluded. If additional scope is added or required, a change
25 order will be requested of the County and the County will be required to take an
26 Amendment to this Agreement before the Board of Supervisors.

Exhibit A

- If this Agreement is abandoned, paused, or cancelled by the customer for any reason mid-effort within the customer's reasonable control, the customer will be billed for all AssetWorks time incurred to date at the current contracted labor rate.

AssetWorks-CMS Hardware & Software Terms of Sale (CPQ)

- Unless otherwise noted, this is a fixed price contract and will be invoiced in full.
- Shipping is estimated and will be billed at actual upon shipment. County confirms that the shipping and billing information provided in the Order Form Q-12679-9 is accurate for all shipping and invoicing purposes.
- Pricing does not include installation or mounting services or any applicable state and/or local sales tax, import duties, Provincial Sales Tax, value-added tax unless specifically quoted above.
- Software cloud plans begin upon Station Activation or four months from ship date – whichever comes first.
- Station Activation or configuration (i.e., connecting the station to the AssetWorks CMS cloud application) is done prior to shipping and not on-site unless otherwise noted.
- All AssetWorks services involving the AssetWorks CMS are quoted as being performed remotely - no onsite services included.

EV Charger Installation Scope of Work ("SOW")

AssetWorks Responsibilities

AssetWorks' Contractor will install the amount of EV charger(s) at the project site(s) in each case as detailed in this Agreement. Excludes make-ready work (e.g., trenching, stub-outs, and panel upgrades) unless detailed in this Agreement.

Customer Responsibilities

For projects without make-ready support, County is responsible for (and AssetWorks pricing assumes) site readiness as specified by the EV charger manufacturer and local Authority Having Jurisdiction (AHJ). County site-readiness requirements include but are not limited to:

- Complete engineering, survey, or other plans for the project

Exhibit A

- Obtaining any federal, state, municipal, and/or AHJ approvals or permits required for the installation
- Providing a work site capable of supporting and permitting installation to occur without any additional, ancillary, or incidental steps not explicitly identified in this Agreement
- Clear the project site of any debris, equipment, and/or other materials that would materially interfere with the installation. County agrees to pay additional travel and/or service fees incurred due to its failure to meet all site-readiness requirements.

AssetWorks Professional Services Standard Assumptions

- AssetWorks will assign a Project Manager within four weeks of this fully executed Agreement to schedule a kick-off meeting and begin project planning to set the delivery schedule. AssetWorks project management services include general administration, project planning, and AssetWorks resource coordination.
- County will be on a supported version of AssetWorks EAM/FleetFocus and the minimum version required for any new modules or products purchased for a Services' implementation. County will be required to upgrade to utilize new features and/or fixes available to facilitate project success, subject to the maximum compensation amounts in the Agreement at Section 4.2. Software and/or Hardware upgrade services for on-premise customers are not included, unless otherwise noted in this Agreement.
- County, within 14 days prior to the start of the Services, will provide written notice for cancellation of any onsite or remote Services of 3 days or more. Failure to provide notice will authorize AssetWorks to invoice payment for each scheduled personnel for one eight-hour day for the scheduled Services.
- County agrees that any product features, modules, products, specifications, custom deliverables, tasks, Services, Hardware, and/or requirements not detailed in this Agreement are explicitly excluded. If scope is added or required, or unreasonable project delays incurred and attributed to the County, an executed amendment will be required to proceed with Services and the invoicing of additional costs not contained in this

Exhibit A

Agreement, and subject to the maximum compensation amount, per Section 4.2 of the Agreement.

- Optional Services are made effective through the Change Control process on an existing project or a new fully executed amendment.

AssetWorks Order Form Q-12679-9



ORDER FORM

AssetWorks Inc.

1001 Old Cassatt Road Suite 204
Berwyn, PA 19312

Order #: Q-12679-9

Date: 2/14/2024

Expires On: 12/30/2024

Ship To

Ken Christiansen
County of Fresno
4551 E. Hamilton
Fresno, California 93702
United States
559-600-7611
kchristiansen@fresnocountyca.gov

Bill To

County of Fresno
4551 E. Hamilton
Fresno, California 93702
United States

Unless Customer has a separate written and signed agreement with AssetWorks, this Order Form is subject to the terms of the AssetWorks Online Master Agreement located at <https://www.assetworks.com/tc-fleet/> which are hereby incorporated into this Order Form. Parties agree to be bound by those terms and conditions.

Fleet Services (4551 E. Hamilton Fresno,
CA 93702)

| Part # | Description | QTY | UNIT PRICE | Line Total |
|---|---|-----|--------------|---------------|
| AW-E80-44-AWN | AssetWorks PowerCharge Platinum Charging Station, Pedestal mount - Dual Port, 208/240v, 80a (19.2kW), 18', J1772, OCPP 1.6 AssetWorks Network (AT&T Cellular and WIFI Capable), Includes Cable Retractors and Standard 3-Year Parts Only Warranty | 2 | USD 8,056.00 | USD 16,112.00 |
| EV-SHIPPING-CMS | CMS Hardware Shipping | 2 | USD 400.00 | USD 800.00 |
| AW-CMS-L280-WRNTY-D | AssetWorks Dual Port 80amp with Cable Management 5 Years Parts & Labor Category | 2 | USD 3,200.00 | USD 6,400.00 |
| AW-CMS-L2NS-D-5 | AssetWorks Networked Single Level 2 Charger Network Service 5-Year Term - Quantity equals number of chargers (annual cost shown) | 2 | USD 420.00 | USD 840.00 |
| AW-RFID-FOB-A-01 | AssetWorks CMS RFID Access Control Key Fob (10pk) | 1 | USD 72.00 | USD 72.00 |
| Fleet Services (4551 E. Hamilton Fresno, CA 93702) Total: | | | | USD 24,224.00 |

Facilities (4590 E. Kings Canyon • Fresno,
CA)

| Part # | Description | QTY | UNIT PRICE | Line Total |
|---|---|-----|--------------|---------------|
| AW-E80-44-AWN | AssetWorks PowerCharge Platinum Charging Station, Pedestal mount - Dual Port, 208/240v, 80a (19.2kW), 18', J1772, OCPP 1.6 AssetWorks Network (AT&T Cellular and WIFI Capable), Includes Cable Retractors and Standard 3-Year Parts Only Warranty | 2 | USD 8,056.00 | USD 16,112.00 |
| EV-SHIPPING-CMS | CMS Hardware Shipping | 2 | USD 400.00 | USD 800.00 |
| AW-CMS-L280-WRNTY-D | AssetWorks Dual Port 80amp with Cable Management 5 Years Parts & Labor Category | 2 | USD 3,200.00 | USD 6,400.00 |
| AW-CMS-L2NS-D-5 | AssetWorks Networked Single Level 2 Charger Network Service 5-Year Term - Quantity equals number of chargers (annual cost shown) | 2 | USD 420.00 | USD 840.00 |
| Facilities (4590 E. Kings Canyon • Fresno, CA) Total: | | | | USD 24,152.00 |

Exhibit A

Pontiac (333 W Pontiac Way Clovis, CA)

| Part # | Description | QTY | UNIT PRICE | Line Total |
|---|---|-----|--------------|---------------|
| AW-E80-44-AWN | AssetWorks PowerCharge Platinum Charging Station, Pedestal mount - Dual Port, 208/240v, 80a (19.2kW), 18', J1772, OCPP 1.6 AssetWorks Network (AT&T Cellular and WIFI Capable), Includes Cable Retractors and Standard 3-Year Parts Only Warranty | 2 | USD 8,056.00 | USD 16,112.00 |
| EV-SHIPPING-CMS | CMS Hardware Shipping | 2 | USD 400.00 | USD 800.00 |
| AW-CMS-L280-WRNTY-D | AssetWorks Dual Port 80amp with Cable Management 5 Years Parts & Labor Category | 2 | USD 3,200.00 | USD 6,400.00 |
| AW-CMS-L2NS-D-5 | AssetWorks Networked Single Level 2 Charger Network Service 5-Year Term - Quantity equals number of chargers (annual cost shown) | 2 | USD 420.00 | USD 840.00 |
| Pontiac (333 W Pontiac Way Clovis, CA) Total: | | | | USD 24,152.00 |

M Street Garage 901 M Street, Fresno CA 93721

| Part # | Description | QTY | UNIT PRICE | Line Total |
|------------------------|---|-----|--------------|---------------|
| AW-E80-44-AWN | AssetWorks PowerCharge Platinum Charging Station, Pedestal mount - Dual Port, 208/240v, 80a (19.2kW), 18', J1772, OCPP 1.6 AssetWorks Network (AT&T Cellular and WIFI Capable), Includes Cable Retractors and Standard 3-Year Parts Only Warranty | 2 | USD 8,056.00 | USD 16,112.00 |
| EV-SHIPPING-CMS | CMS Hardware Shipping | 2 | USD 400.00 | USD 800.00 |
| AW-CMS-L280-WRNTY-D | AssetWorks Dual Port 80amp with Cable Management 5 Years Parts & Labor Category | 2 | USD 3,200.00 | USD 6,400.00 |
| AW-CMS-L2NS-D-5 | AssetWorks Networked Single Level 2 Charger Network Service 5-Year Term - Quantity equals number of chargers (annual cost shown) | 2 | USD 420.00 | USD 840.00 |
| M Street Garage Total: | | | | USD 24,152.00 |

Fleet Services (4551 E. Hamilton Fresno, CA 93702)

| Description | Line Total |
|--|---------------|
| Project Management Services (Charger Activations Upon Delivery) | USD 1,700.00 |
| Hardware Installation Services- Description of Costs: Install & Commissioning of L2 chargers L2 Make Ready New Cable and conduit from 800A pnael to new 400A panel and then to Chargers 400A Breaker 400A Panel 100A Breakers Labor Labor for pulling wire and installing conduit (wall mount vs footing needed) Asthetics Trenching Restriping Engineering Post Mount Signage Design Work Permitting Assumptions: -Site will have 400amps of available power. -No ADA (Fleet). -No ADA (Fleet) - New 400A Panel from new 400A breaker *Electrical engineering will be required and may require different equipment sizing | USD 39,206.40 |
| Fleet Services (4551 E. Hamilton Fresno, CA 93702) Total: | USD 40,966.40 |

Facilities (4590 E. Kings Canyon • Fresno, CA)

| Description | Line Total |
|---|--------------|
| Project Management Services (Charger Activations Upon Delivery) | USD 1,540.00 |

Exhibit A

| | |
|---|----------------------|
| Hardware Installation Services- Description of Costs: Install & Commissioning of L2 chargers L2 Make Ready Trenching to Pannel 80A Breakers Labor Labor for pulling wire and installing conduit Asthetics Bolt-In Ballard Restriping Engineering Post Mount Signage Design Work Permitting Assumptions: -Site will have 500amps of available power. -Site meets all current ADA standards *Electrical engineering will be required and may require different equipment sizing *Utility fees vary by region and can change daily *All trenching is an ESTIMATE | USD 30,897.60 |
| Facilities (4590 E. Kings Canyon • Fresno, CA) Total: | USD 32,437.60 |

Pontiac (333 W Pontiac Way Clovis, CA)

| Description | Line Total |
|--|----------------------|
| Project Management Services (Charger Activations Upon Delivery) | USD 1,760.00 |
| Hardware Installation Services- Description of Costs: Services Install & Commissioning of L2 chargers L2 Make Ready Conduit and wires 4x100A Breakers Transformer 2x200A Panels Labor Labor for pulling wire and inst Asthetics Asphalt Repair Restriping Post Mount Signage Design Work Permitting (pass thru) Engineering Assumptions: -Site will have 500amps of available power. -Site meets all current ADA standards *Electrical engineering will be required and may require different equipment sizing *Permit fees are pass thru (will be billed additional as cost+20%) *All trenching is ESTIMATE | USD 89,075.00 |
| Pontiac (333 W Pontiac Way Clovis, CA) Total: | USD 90,835.00 |

M Street Garage

901 M Street, Fresno CA 93721

| Description | Line Total |
|---|--------------|
| Project Management Services (Charger Activations Upon Delivery) | USD 1,540.00 |

Exhibit A

| | |
|---|----------------------|
| Hardware Installation Services- Description of Costs: Notes: Services Install & Commissioning of L2 chargers L2 Make Ready | USD 34,742.40 |
| Labor Labor for pulling wire and installing conduit 3 days crew of 2 Aesthetics Bolt-In Ballard Restriping Post Mount Signage Design Work Permitting (estimate, actual TBD) Engineering Assumptions: -Site will have 225amps of available power. -Site does not need to meet ADA standards (Fleet) *Electrical engineering will be required and may require different equipment sizing. *Permit fees vary by region and can change *No trenching, existing electrical panel to remain. | |
| M Street Garage Total: | USD 36,282.40 |

AssetWorks CMS Setup and Integration

| Description | Line Total |
|--|---------------------|
| Configure and Test AssetWorks Charge Management Software Integration | USD 5,280.00 |
| AssetWorks Charge Management Software Instance One-Time Setup Fee | USD 3,240.00 |
| AssetWorks CMS Setup and Integration Total: | USD 8,520.00 |

| | |
|---------------------|-----------------------|
| Grand Total: | USD 305,721.40 |
|---------------------|-----------------------|

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

The County will be billed for all hardware, station activation, and/or configuration, and warranty plans upon receipt of hardware at the County address as designated by the GSD-Fleet Manager. If this order is abandoned, paused, or cancelled by the County for any reason mid-effort, the County will be billed for all AssetWorks time incurred at the current contracted labor rate. A 15% per year increase of the Annual AssetWorks CMS fee is included. Amounts below correspond to the scope and assumptions detailed on the Contractor's Order Form Q-12679-9 and are subject to the maximum compensation.

| YEAR | INCLUDES | COST |
|--------|---|--------------|
| YEAR 1 | Charging Infrastructure, Delivery, Installation of Infrastructure & CMS Integration, Year-1 Annual AssetWorks CMS fee, Project Management | \$305,721.40 |
| YEAR 2 | Annual AssetWorks CMS fee | \$3,864.00 |
| YEAR 3 | Annual AssetWorks CMS fee | \$4,443.60 |
| YEAR 4 | Annual AssetWorks CMS fee | \$5,110.14 |
| YEAR 5 | Annual AssetWorks CMS fee | \$5,876.66 |
| | | |
| BUFFER | A buffer to round the annual totals is included in the total maximum compensation. | \$2.20 |

Additional Payment Details:

- All AssetWorks Services listed on this Agreement are Fixed-Fee
- Milestones:

Exhibit B

- AssetWorks' Project Management Services: equates to \$6,600, which is included in the Year 1 total cost, and is due upon Contract Execution.
- AssetWorks EV Charger Installation Services: equates to \$193,921.40, which is included in the Year 1 total cost, and is due upon completion of charger installation and commissioning.
- Activation of AssetWorks Integration into Non-Production Environment and Configuration: equates to \$8,520, which is included in the Year 1 total cost, and is due upon completion of Production Environment.

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

| | | | |
|--|--|--------------|--|
| (1) Company Board Member Information: | | | |
| Name: | | Date: | |
| Job Title: | | | |
| (2) Company/Agency Name and Address: | | | |
| | | | |
| (3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to) | | | |
| | | | |
| (4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a) | | | |
| | | | |
| (5) Authorized Signature | | | |
| Signature: | | Date: | |

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, the Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to,

Exhibit D

alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of confidentiality obligations under Article 12 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (ix) invasion of privacy, including release of private information; (x) information theft; (xi) damage to or destruction or alteration of electronic information; (xii) cyber extortion; (xiii) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xiv) fraudulent instruction; (xv) network security; (xvi); data breach response costs, including Security Breach response costs; (xvii) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xix) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

Exhibit D

- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor materially fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors

Exhibit E

AssetWorks' Terms

1) SAAS SUBSCRIPTION

Software-as-a-Service Subscription. If the Order includes SaaS, recurring service, or similar identifier then subject to the terms and conditions of this Agreement including the payment of fees, AssetWorks will provide Customer with subscription-based access to the Service as detailed on the Order and Documentation during the prepaid Term through an access-restricted website or designated IP address hosted via a third-party data center ("SaaS" or "Service") for Customer's internal business purposes provided Customer complies with the applicable limitations on use set forth in Section 3 (Ownership; Restrictions; Utilization Limitations).

- a. Support. SaaS subscriptions include standard support pursuant to Section 4 (Maintenance & Support).
- b. Hosting. SaaS subscriptions include standard hosting services pursuant to Section 5 (Hosting Services).
- c. Delivery N/A. Customer agrees that orders for SaaS are services agreements due upon Effective Date for which delivery and acceptance is inapplicable and that no copies of the Software nor license thereto will be delivered nor granted to Customer.

2) SOFTWARE LICENSE

Restated Software License. If the Order includes license to Software, then subject to the terms and conditions of this Agreement including the payment of fees, AssetWorks grants to Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software as detailed on the Order and Documentation up to the number of units or in the amount, quantity, and/or tier or as otherwise specified on the Order (e.g. Active Equipment Unit, Concurrent License, Enterprise License) for Customer's internal business purposes provided Customer complies with the applicable restrictions set forth in Section 3 (Ownership; Restrictions; Utilization Limitations). Customer's license is for (1) copy or image of the Software within one (1) business entity for production purposes on approved database and application servers ("Customer Environment"). Customer shall not copy nor use the Software for any other purpose except: (a) for archival purposes; (b) in connection with a disaster recovery program; or (c) for testing operation of the Software outside of a live production environment.

- a. Support N/A. For additional fee, Customer may obtain standard support pursuant to Section 4 (Maintenance & Support).
- b. Hosting N/A. For additional fee, Customer may obtain hosting services pursuant to Section 5 (Hosting Services).

3) OWNERSHIP, RESTRICTIONS, UTILIZATION LIMITATIONS

Ownership. Customer will not obtain any ownership rights, title, or interest to the Software or Services nor to any improvements, enhancements, derivatives, or modifications thereto. Any software, systems, methods, inventions, technology, and any intellectual property rights ("IPR") developed or otherwise arising during this Agreement shall remain exclusively owned by AssetWorks and/or its licensors. Notwithstanding anything to the contrary, AssetWorks shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data), and AssetWorks will be free (during and after the term hereof) to: (a) use such information and data to improve and enhance the Services and for other

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development, diagnostic and corrective purposes in connection with the Services and other AssetWorks offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein

Restrictions; Limitations. To the extent permitted by law and unless Parties agree otherwise, Section 1 (SaaS Subscription) and Section 2 (Software License) are conditioned on the following limitations and restrictions. Customer shall not (indirectly or directly) attempt, permit, nor encourage any third party to: (a) copy, modify, enhance, translate, change data structures, create derivative works from, distribute, publicly display or perform, sublicense, transfer, sell, rent, lease, or assign the Software or Documentation or otherwise encumber the Service; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive or modify the Software or Source Code, underlying data structure, ideas, know-how, algorithms, or other trade secrets relevant to the Service; (c) engage in any activities that interfere or disrupt any computer, software, network, or other device used to provide the Service or otherwise impacting the Service or data contained therein; (d) gain unauthorized access; (e) remove any proprietary notices, labels, or markings from the Software or Documentation; (f) use the Software or Service by more than one (1) business entity, in processing work for third parties, or for any purpose other than its internal business purposes, which does not include use by any parent, subsidiary, or affiliate of Customer nor any third party other than Customer's Users; (g) use the Service in a manner that violates laws or rights of others such as by inputting Excluded Data into the Service; (h) use the Software or Service as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions, or weapons; (i) perform bench mark or pen tests without prior consent; (j) use the Software or Service to compete with AssetWorks; (k) engage in web- or data scraping on or related to the Service, including without limitation collection of information through bot, web crawler, or any software that simulates human activity; and (l) use the Service and/or Software in excess of the licensed quantity or tier (e.g. Active Equipment Unit, Concurrent License, Enterprise License, etc.).

4) MAINTENANCE AND SUPPORT

- a. **Annual Support Subscription** (i.e. Maintenance-as-a-Product). Subject to the terms and conditions of this Agreement, AssetWorks will provide the latest updates, modifications, and enhancements (including correction of errors) which relate to the operation and performance of the Software or SaaS (hereinafter referred to collectively as the "Service(s)") as they are developed and made generally available in accordance with the maintenance and support schedule published by AssetWorks (collectively "Maintenance" or "Support"). Subscriptions to Maintenance include:
- b. **Technical Assistance.** AssetWorks will make available technically qualified personnel to respond to all reasonable support requests made by Customer during normal business hours published by AssetWorks Customer Care (excluding legal holidays).
- c. **Technical Literature.** AssetWorks will make available all technical literature (i.e. Documentation) in electronic format that is relevant to the operation of the Service within the scope of Customer's operations.
- d. **Correction of Deviations.** AssetWorks will take reasonably necessary steps to correct errors and/or malfunctions ("Deviation(s)") without undue delay that, in the

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mutual and reasonable opinion of the Parties, constitute a serious impediment to the normal intended use of the Service as set forth in the Documentation. Corrections to Deviations which do not rise to this level will be distributed to Customer in accordance with AssetWorks' normal maintenance schedule.

- e. **Software Revisions & New Versions.** The Software may be revised by AssetWorks to correct Deviations and/or for upgrades, enhancements, improvements, or modifications designed to improve performance and/or increase capabilities of the Software. Revisions may be mandatory or optional and are included at no cost with annual subscription to Maintenance. New products or versions may also be added to the Software from time to time by AssetWorks. Compared to revisions, new products substantially improve the performance, functionality, and capability of the Software. AssetWorks has sole discretion to determine which revisions are mandatory and which updates shall be issued as new products for additional fee.

5) HOSTING SERVICES

- a. **Scope of Services.** AssetWorks provides hosting services via a third-party data center ("Hosted Environment") inclusive with subscriptions to SaaS and to support installation and upgrade management of Software licensed by Customer ("Hosting Services"). If the Order includes Hosting Services or SaaS, then the Service for purpose of the Agreement includes the following:
 - i. **Application.** Application refers to AssetWorks' proprietary software and third-party software if specified on the Order.
 - ii. **Support Software.** Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application as detailed in the Documentation.
 - iii. **Hosted Environment Hardware.** Server infrastructure using redundant web and database servers is deployed within the Hosted Environment. If required, Customer will provide the telecommunications equipment, communications line, and services for connecting Customer's site to the Hosted Environment.
 - iv. **Database Instances.** AssetWorks will maintain a single production database instance to provide daily, real-time transaction data to Users and will populate a test database (if applicable) with Customer's production data up to four (4) times in any twelve (12) month period at no additional cost. If applicable, updates or patches are first introduced to the test environment and it is Customer's responsibility to perform testing and report any errors within ten (10) days. If Customer does not report any errors within ten (10) days, the new release or patch will then be discharged in the production environment. AssetWorks may use the test environment to troubleshoot or configure and test new functionalities or reports. A Reporting Database may be provided for an additional fee on a 24-hour refresh.
 - v. **Custom Reports.** For an additional fee, AssetWorks will certify a Customer-built report for scheduling execution from within the

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Application directly against the production database, certifying that the report performs within appropriate performance guidelines and does not cause unacceptable response time issues. Once certified, AssetWorks will install the report into Customer's production environment to make it available for execution submission from within the Application.

- vi.** Backups. Hosted Environment database and incremental file Service backups are performed daily with local retention at fifteen (15) to thirty (30) days, local workloads enabled with cloud tiering to Microsoft Azure Blob storage for archive data from thirty-one (31) to ninety (90) days; target recovery time objective (RTO) is forty-eight (48) hours or maximum of four (4) business days; Recovery Point Objective (RPO) under one (1) minute.
 - vii.** Hours of Service Operation. Application will be accessible and available to Customer and capable of normal operating functions twenty-four (24) hours-per-day, seven (7) days-per-week, except for periods of scheduled maintenance and AssetWorks' approved outages with prior customer notification. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring beyond AssetWorks' external network interface nor will those hours of inaccessibility count as unavailable.
 - viii.** Hosted Environment Maintenance. AssetWorks will complete routine maintenance, including application upgrades, on the Hosted Environment according to the published schedule. Upgrade/patch notifications are normally sent two (2) business days in advance and generally occur during off-hours. All routine, additional, and emergency maintenance will be considered a period of scheduled maintenance. AssetWorks will endeavor to provide at least thirty (30) days' notice to any changes in the schedule. If additional non-emergency maintenance outside of the scheduled maintenance window is required, AssetWorks will notify Customer in writing of and Parties will mutually agree on the downtime.
 - ix.** Data Classification. The Hosted Environment maintains SSAE-16 SOC 2 certification/ISO27001 compliance as a facility housing CUI (Controlled Unclassified Information) data based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards. (SC Information Service = [(confidentiality, MODERATE), (integrity, LOW), (availability, LOW)]).
- b.** Customer Responsibilities. The Service specifically excludes the following items which Customer agrees to be responsible for:
 - i.** Maintenance Exclusions. All items listed within section 4.2 (Maintenance Exclusions) including (but is not limited to) remediation of issues which do not constitute a Deviation.

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AssetWorks shall have no obligation but may attempt to correct such situations at Customer's expense.

- ii. **Proper Use.** Ensuring the Service is used in accordance with this Agreement and in a manner that does not violate nor threaten to violate applicable laws or rights of others (such as by inputting Excluded Data into the Service) and promptly notifying AssetWorks upon discovery of misuse or suspected misuse by Customer, its Users, or any third party.
- iii. **Unauthorized Access.** Customer shall take reasonable steps to prevent unauthorized access to the Service such as by protecting passwords and securely managing log-in credential. Customer shall notify AssetWorks immediately of any suspected unauthorized use of the Service or breach of its security and shall use best efforts to stop said breach.
- iv. **Key Personnel.** Assigning primary and alternate Customer-designated key personnel to coordinate all communications and activities related to the Services on a regular basis.
- v. **Customer Resources.** Customer will: (i) provide, maintain, and make available to AssetWorks, at Customer's expense and in a timely manner, the resources, personnel, and documentation described in the Order and reasonably requested by AssetWorks; (ii) designate qualified representatives with project management responsibilities and/or decision-making authority to regularly consult with AssetWorks; and (iii) meet all Order assumptions (e.g. site readiness) and be responsible for any delays or additional fees should any Order assumptions not be met.
- vi. **Customer Credentials & Application-level Security.** Providing up-to-date User identification data, determining the appropriate security profile for each User, keeping all User identifications and passwords secure ("Customer Credentials"), and promptly notifying AssetWorks upon suspicion that Customer Credentials were compromised. Customer is solely responsible for application-level security and for secure management of Customer Credentials.
- vii. **Customer's Site.** Installation, operation, and maintenance of all workstation software, existing data communications and configurations, LAN, hardware, or other application software required at Customer's site. Customer will provide access to its site and obtain any license or approvals necessary for any on-premise performance.
- viii. **Customer's Environment.** Ensuring Software deployed to the Customer Environment (if applicable) complies with the Documentation and does not exceed the licensed quantity, tier, or other Order restriction.
- ix. **Testing updates, fixes, and upgrades.** Testing updates or patches and reporting any errors within ten (10) days of their introduction

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to the test environment or otherwise during the mutually agreed testing period.

- x. Diligent Troubleshooting. Customer must perform analysis of suspected problems to determine their specific nature and possible causes before calling AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner.

c. Service Level Objectives

- i. Availability. AssetWorks will use commercially reasonable efforts to provide Services with an average of 99% Availability for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to Customer's Users' ability (i.e. documented inability) to log into the production environment during such quarter calculated as follows:

$$X = (Y - Z) / Y * 100$$

"X" is the Availability of the production environment during the quarter;

"Y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log in because of: (a) regularly scheduled maintenance windows and other times for which Customer received reasonable notice in advance thereof; (b) Force Majeure, third-party integrations, and other circumstances outside AssetWorks' reasonable control; (c) non-performance of hardware, software, Customer's internet service provider (ISP) connections, and/or non-performance of equipment that is neither provided nor certified by AssetWorks except as such non-performance is directly caused by AssetWorks; and

"Z" is the number of hours in such quarter during which the Customer is unable to log into the production environment (other than for reasons set forth in the definition of "Y" above); provided that AssetWorks was notified or reasonably should be aware of Customer's inability to log into the production environment.

- ii. Service Credit. If Availability is less than ninety-nine percent (99%) during any two (2) consecutive quarters, Customer will receive a service credit (i.e. fee adjustment) of five percent (5%) of the Service fees paid or payable by Customer to AssetWorks subject to Customer delivering written notice detailing the alleged unavailability within fifteen (15) days of the relevant quarter's end physically to AssetWorks' office address identified herein. Upon receipt of such notice, AssetWorks shall have thirty (30) days to investigate the contention and, if it is determined that AssetWorks did in fact fail to meet the applicable Availability level, Customer will receive the appropriate service credit to its account during the next invoice cycle. THE SERVICE CREDIT SET FORTH ABOVE SHALL BE CUSTOMER'S SOLE REMEDY AND ASSETWORKS' ENTIRE LIABILITY IN THE EVENT OF A BREACH OF THESE SERVICE LEVEL OBJECTIVES.

6) HARDWARE

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- a) Hardware Warranties. AssetWorks warranty responsibility for Hardware is limited to replacement parts and telephone and/or helpdesk support during the warranty period in accordance with the then-current applicable warranty statements.
- b) **HARDWARE WARRANTY DISCLAIMER.** HARDWARE WARRANTIES ARE PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS, AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO HARDWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT. ASSETWORKS DOES NOT WARRANT THAT HARDWARE WILL BE ERROR-FREE OR THAT ANY DEFECTS THAT MAY EXIST IN PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7) PROFESSIONAL SERVICES

SOW Termination. AssetWorks may terminate or suspend performance of Professional Services under any Order for its convenience and/or effective immediately upon written notice if Customer fails to make any payment in full as and when due hereunder. Termination of an Order will not terminate this Agreement which shall survive for any Order still pending upon termination of this Agreement. Customer agrees to pay unbilled Professional Services provided to Customer up to the date of termination regardless if Customer accepted the Deliverable or if the milestone was achieved.

8) WARRANTIES & DISCLAIMER

- a) **Software Warranty.** AssetWorks warrants the Software licensed or included with Hardware shall perform substantially in accordance with the Documentation for ninety (90) days from delivery which in any event shall not exceed one (1) year from the Effective Date. During the Software warranty period, in the event there exists a Deviation or nonconformance to the Documentation, which in the mutual and reasonable opinion of AssetWorks and Customer, constitutes a serious impediment to the normal intended use of the Software, AssetWorks' sole responsibility shall be to correct the Deviation or nonconformance with due dispatch. Corrections to Deviations or nonconformance which do not rise to this level shall be corrected and distributed by AssetWorks in accordance with the published maintenance schedule provided Customer is subscribed for Maintenance.
- b) **Service Subscription Warranty.** AssetWorks warrants the Service shall function substantially in conformance with the Documentation for so long as Customer pays in advance the subscription fee for the applicable Service (e.g. Maintenance, Hosting, and/or SaaS).
- c) **Professional Services Warranty.** AssetWorks warrants that Professional Services will be performed with the degree of skill and judgement normally exercised by recognized professional firms performing substantially similar services. In the event of any breach of the foregoing warranty, AssetWorks will at

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its expense and discretion either: (a) correct the non-conforming Deliverables; or (b) refund to Customer the portion of Professional Services fees attributable to the non-conforming Deliverables. No Professional Services warranty claim will be effective unless Customer delivers to AssetWorks written notice detailing the non-conformities within sixty (60) days after tender of the non-conforming Deliverables. The remedy set forth in this section is the sole and exclusive remedy for breach of the foregoing Professional Services warranty. Customer represents and warrants that Customer has the right to use and furnish any information, specifications, data, or intellectual property that Customer has provided or will provide in order for AssetWorks to perform under this Agreement.

- d) **WARRANTY DISCLAIMER.** Except to the extent set forth herein, CUSTOMER ACCEPTS THE SERVICE “AS IS”, “AS AVAILABLE”, and “WITH ALL FAULTS” AND ASSETWORKS DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION: MERCHANTABILITY, FITNESS FOR PURPOSE, COMPLIANCE WITH LAW, ERROR-FREE PERFORMANCE, FUNCTIONALITY WITH THIRD-PARTY SOFTWARE OR HARDWARE OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING OR PERFORMANCE. ASSETWORKS DOES NOT WARRANT SERVICE WILL PERFORM ERROR-FREE OR WITHOUT INTERRUPTION NOR THAT CUSTOMER DATA WILL REMAIN PRIVATE, SECURE, OR AVAILABLE; NOR THAT ANY DEFECTS CAN BE CORRECTED.

e) **AssetWorks CMS Warranty**

- i. AssetWorks will flow-through the warranty offered by its contracted installer (BodeV) which provides as follows: BODEV Energy provides a limited 1-year warranty on workmanship and materials installed under this Agreement, commencing from the date of project completion. This warranty covers only defects in workmanship and materials directly provided by BODEV. It does not cover damages arising from misuse, neglect, alterations, or repairs made by third parties. BODEV shall not be liable for any consequential, incidental, or indirect damages, including but not limited to lost profits, business interruptions, or delays caused by factors beyond BODEV's control. BODEV's total liability for any claim arising from this Agreement shall not exceed the total amount paid to BODEV for the services rendered.
- ii. **PowerCharge™ Limited Warranty (3-year parts only).** Electric Vehicle Charging Stations are warranted against defects in materials and workmanship for three (3) years from date of original purchase. Cables and Connectors are warranted against defects in materials and workmanship for ninety (90) days from purchase (“Warranty Period”). Subject to the below exclusions, PowerCharge™ warrants that, when used under normal operating conditions, your Charging Station will be free from any defects in

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materials or workmanship for a period of three (3) years from the date of original purchase. If, during the Warranty Period, your Charging Station becomes defective in breach of the Warranty, PowerCharge™ will, upon written notice of the defect received during the Warranty Period, either repair or replace, at PowerCharge™'s election, the Charging Station. The Warranty covers both parts and labor necessary to repair your Charging Station but does not include any on-site labor costs related to un-installing or reinstalling the repaired or replacement Charging Station (see Enhanced Warranty) . Any replacement Charging Stations so furnished may include re-manufactured or reconditioned parts and will be warranted for the remainder of the original Warranty Period.

- iii. **PowerCharge Enhanced Warranty (3- or 5-year parts, labor, and support).** Charging Stations are warrantied against defects in materials and workmanship for three (3) or five (5) years from date of original purchase per standard limited warranty terms. In addition, PowerCharge will provide registered purchasers of Enhanced Warranty with: (a) telephone and email support from 8:00 A.M. to 5:00 P.M. (ET) Monday – Friday with after-hour calls and emails responded to within 8-business hours; (b) on-site labor and support for diagnosis, repair, and/or replacement of Charging Stations, subject to a ten (10) business day lead time; and (c) remote assistance using phone and video conferencing as necessary.

- iv. **Steps to Obtain PowerCharge™ Warranty Service.**

Please complete and return the Warranty Registration Card included with the charger to: PowerCharge™, 500 Canal View Blvd, Suite 100, Rochester, NY 14623, or via email to warranty@powerchargeev.com.

If at any time during the term of your Warranty you believe you have a defective Charging Station, contact customer service at 1.585.533.4085 or warranty@powerchargeev.com to request a Return Material Authorization ("RMA") number from PowerCharge™. You will be asked for each of the following:

- a) A detailed description of the problems you are experiencing with the Charging Station;
- b) The model and serial number of the Charging Station;
- c) Proof of Purchase, Warranty Registration Number, and Return Shipping Information.

If PowerCharge™ determines that the defect appears to be covered by your Warranty, then you will be provided RMA to reference when returning the defective Charging Station for repair

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or replacement. Ship the defective Charging Station to PowerCharge™ and reference the RMA number in the shipping documentation. The Charging Station must be returned in its original shipping container or in another shipping container designed to prevent damage to the Charging Station. If covered by Warranty, PowerCharge™ will either repair or replace the defective Charging Station and ship the repaired or replaced Charging Station back to you at PowerCharge™'s expense

v. Exclusions.

Warranty shall not apply to defects or service repairs resulting from the following: (a) Improper site preparation, maintenance, or installation, cosmetic damage such as scratches and dents or normal aging; (b) abuse, vandalism, damage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck by a vehicle) or use of the Charging Station in a way other than is specified in the applicable PowerCharge™ documentation; (c) Installation, alteration, disassembly, modification or relocation of the Charging Station that was not approved in writing by PowerCharge™ or performed by PowerCharge™ or by a certified PowerCharge™ installer or service provider; (d) damage to the Charging Station caused by software, interfacing, parts, supplies or any other product not supplied by PowerCharge; (e) damage as a result of extreme power surge, electromagnetic field, or any acts of nature; (f) any other causes beyond the control of PowerCharge™; and (g) excludes the cost of freight to return the Charging Station to PowerCharge™; and (h) excludes labor or technical support unless Enhanced Warranty is purchased.

9) IPR OWNERSHIP; CUSTOMER DATA

- a) **IPR Ownership.** Customer and AssetWorks shall each retain ownership of and all right, title, and interest in and to their respective pre-existing IPR and any derivatives thereto. AssetWorks will not obtain any ownership rights, title, or interest to Customer's confidential data files nor will Customer obtain any ownership rights, title, or interest to the Software, SaaS, systems, and methods developed or employed by AssetWorks (collectively referred to herein as the "Service"). Services performed, code developed, deliverables, and any IPR however arising during this Agreement ("Developments") are not "works made for hire" nor any similar concept throughout the world, and AssetWorks is the sole owner of all right, title, and interest in such Developments. If any Developments may be considered "works made for hire" such that any IPR may accrue to Customer, then Customer hereby irrevocably assigns and agrees to assign any and all right, title, and interest thereto, whether now known or hereafter defined or discovered, to AssetWorks and Customer agrees to take such further action as AssetWorks may reasonably request to evidence such

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assignment. If Customer provides suggestions, enhancement requests, or ideas related to Services ("Feedback"), Customer agrees that AssetWorks has all rights to use, exploit, and incorporate such Feedback into the Services without restriction or payment.

- b) **Return of Customer Data.** For up to thirty (30) days (or such greater period of time agreed to by the Parties or required by Applicable Law) following expiration or termination of the Agreement for any reason ("Customer Access Period"), AssetWorks will provide Customer with reasonable access to Customer Data in its existing format: ASCII comma, separated value (CSV format) with binary images TIFF, JPG, or PRF. Requests after this period or for other formats are subject to approval and may require additional fee.
- c) **Erasure of Customer Data.** AssetWorks may permanently erase or otherwise render unrecoverable Customer Data: (a) if Customer's account is delinquent, suspended, or terminated for sixty (60) days or more; or (b) at the end of the Customer Access Period except to the extent prohibited by applicable law.
- d) **Use of Customer Data.** AssetWorks will only process Customer Data in accordance with Customer's instructions, with adequate safeguards, and to provide, maintain, support, and enhance the Services. AssetWorks shall not: (a) access, process, or otherwise use Customer Data contrary to this Agreement; (b) give Customer Data access to any third party, except AssetWorks' subcontractors that have a need for such access to facilitate the Service and are subject to a reasonable written agreement governing the use and security of Customer Data. Further, AssetWorks shall: (c) exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data; and (d) comply with all Applicable Laws that are applicable both specifically to AssetWorks and generally to data processors (if applicable) in the jurisdictions in which AssetWorks operates physical facilities. Notwithstanding anything to the contrary contained herein, AssetWorks may use, reproduce, sell, publicize, and otherwise commercially exploit De-Identified Data (as determined in its sole discretion) to the fullest extent permitted by law including without limitation aggregated with data from other customers and commercial sources. "De-Identified Data" refers to Customer Data with information that could reasonably be used to identify an individual person, household, User, or Customer is removed or otherwise rendered de-identified.
- e) **Required Disclosure of Customer Data.** Notwithstanding anything to the contrary herein, AssetWorks may use and disclose Customer Data as required: (a) by Applicable Law; (b) by proper demand of legal or governmental authority; (c) to provide the Service or functionalities paid for by Customer. AssetWorks shall give Customer prompt notice of any such legal or governmental demand (unless notice is prohibited, in which case, AssetWorks shall only disclose Customer Data to the limited extent necessary to comply with such demand) and AssetWorks shall cooperate with any Customer-initiated effort to seek a protective order or otherwise to contest such demanded disclosure at Customer's expense.
- f) **Data Accuracy; Integrity; Risk of Exposure.** Notwithstanding anything to the contrary herein including any terms which Customer purports are required by

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applicable law, AssetWorks does not guarantee the privacy, security, authenticity, integrity, or non-corruption of any information transmitted through the internet or any mobile or wireless network or stored in any system connected thereto. AssetWorks will not be responsible for any claims, damages, costs, or losses whatsoever arising or in any way related to Customer's connection to, use of, or storage connected to the internet or any mobile or wireless network, nor shall AssetWorks have any responsibility or liability for the accuracy of data uploaded to the Service by Customer. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Service, Customer assumes such risks and all losses. AssetWorks offers no representation, warranty, nor guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties. AssetWorks will not be liable to Customer nor any third party for any losses related to Customer's use of the Software/Service insofar as such may be used to store, transmit, display, disclose, or otherwise utilize information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure or subject to regulation under Applicable Law (e.g. Excluded Data).

- g) **Third Party Access.** Customer acknowledges and agrees that Customer is responsible for protecting and securing all data, usernames, and passwords from unauthorized use, whether such use is by Customer or by any other person/organization to whom Customer grants access (whether directly or through AssetWorks) ("Third Party"). Customer represents and warrants that it has obtained all relevant consents from Users such as employees or relevant data subjects for this access. Customer agrees that access by the Third Party (or anyone to whom Customer provides direct or indirect access) is at Customer's sole risk and expense. Customer further agrees to indemnify and hold AssetWorks harmless against any and all claims, losses, costs, damages, and liabilities arising out of or in any way related to such access, including but not limited to the failure to notify or obtain consent for this transfer or such access.
- h) **Customer Data Warranty Disclaimer.** Customer warrants that: (a) it has not, will not, nor will it permit the transmission of Excluded Data to AssetWorks or otherwise into the Service; (b) Customer Data does not and will not include Excluded Data except to the extent necessary to make ordinary use of the Service in accordance with the Documentation; and (c) it shall inform AssetWorks of any Excluded Data promptly after discovery (without limiting AssetWorks' rights or remedies). Customer recognizes and agrees that: (i) the provisions of this Agreement related to Customer Data do not apply to Excluded Data; (ii) AssetWorks has no liability for any failure to provide protections required by law applicable to Excluded Data or otherwise to protect Excluded Data; and (iii) AssetWorks' Services are not intended for management nor protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. AssetWorks is not responsible nor liable for any exposure or related loss to the extent that it involves Excluded Data

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- i) **Additional Fees.** Unless explicitly prohibited by Applicable Law and subject to the maximum compensation amount stated in this Agreement, Customer recognizes and agrees that AssetWorks may charge additional fees (without limitation) for: (a) activities (if any) required by Applicable Laws, and (b) activities requested of AssetWorks to help Customer comply with Applicable Laws. If such additional fees go beyond the maximum compensation amount, said above additional fees would be subject to approval by Customer's legislative governing body.

10) PREDICTIVE ANALYTICS; TELEMATICS CLOUD; COLLECTION AND USE OF ASSET DATA

In the course of providing the Service, AssetWorks may receive or collect spatial data relating to the vehicles, mobile objects, devices, locations, Users (whether employees, contractors, suppliers, and/or customers of Customer), including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, driver-behavior information, vehicle diagnostics information, User ID numbers, and other usage information ("Collected Data"). If required, Customer agrees to notify its Users that a vehicle or other asset has been fitted with equipment enabled for the Service which collects and analyzes data points associated with the vehicle's location and manner of operation. If Customer and/or User provided consent, AssetWorks may continue to receive and collect the Collected Data after the termination of the Service for purposes of facilitating Third - Party access requested by Customer. Customer agrees that, during and after termination of the Service, AssetWorks, its affiliates, and/or third-party suppliers may: (a) retain and use Collected Data to provide and improve the Service, Maintenance/Support, and Professional Services, and for conducting research and development; (b) AssetWorks may share Collected Data with affiliates and third - parties providing services to AssetWorks subject to obligations of confidentiality; (iii) AssetWorks may disclose Collected Data if required under applicable law, regulation, or court order; and (iv) AssetWorks may use and share with third - parties any Collected Data in aggregated or deidentified form (such that the source of the Collected Data cannot be identified) or that is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of AssetWorks for commercial marketing purposes, subject to the permissions and restrictions set forth in this Agreement, and in AssetWorks' then-current privacy policy (available at www.AssetWorks.com/privacy). To the extent required by applicable law, Customer agrees to provide notice to and to receive consents from its Users of: (v) the nature of the equipment and Service, (vi) AssetWorks' collection, use, and disclosure of Collected Data (which may contain Confidential Information) from time to time, and (vii) whether and if so the extent to which such Users' whereabouts, movements, vehicle usage, and other activities may be excluded from Collected Data or disassociated with such User.

11) THIRD-PARTY SERVICES

Third-Party Integrations. The Service may contain features which interoperate with products, applications, or services not provided by AssetWorks ("Third-Party Service"). To use such features, Customer may be required to obtain access to such Third-Party Service and may be required to grant AssetWorks access to Customer's account on such Third-Party Service. If Customer chooses to use a Third-Party Service with the Service, Customer hereby grants AssetWorks permission to allow the Third-Party Service and its providers to access any data (including data that may constitute Confidential Information)

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provided to AssetWorks by or on behalf of Customer as required for the interoperation of that Third-Party Service with the Service. Customer shall provide (and shall cause the provider of the Third-Party Service to provide) AssetWorks with any reasonably required information and materials needed to integrate the Third-Party Service. Customer's use of a Third-Party Service will be subject to the applicable term between such Third Party and Customer. Customer recognizes and agrees that Customer Data and data regarding Customer's use of a Third-Party Service may be shared with and/or collected by such Third Party to improve that Third-Party Service.

Third-Party Disclaimer. AssetWorks provides integrations with Third-Party Services solely as a convenience which Customer accesses at its own risk. ASSETWORKS IS NOT RESPONSIBLE FOR THE UNAVAILABILITY, ACCURACY, OR RELIABILITY OF ANY INFORMATION, DATA, OR CONTENT FROM SUCH THIRD-PARTY SERVICES.

AssetWorks is not responsible for any disclosure, modification, or deletion of such data resulting from such access by any Third-Party Service or its provider. Any acquisition by Customer of a Third-Party Service and any exchange of data thereby is solely between Customer and such Third Party. Unless agreed otherwise, AssetWorks neither warrants nor supports the Third-Party Service whether or not they are designated by AssetWorks as operable with the Service. Further, AssetWorks cannot guarantee the continued availability of and may cease to offer any Service features that interoperate with any Third-Party Service without entitling Customer to any refund, credit, or other compensation, if for example (without limit) the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation with the corresponding Service features in a manner deemed acceptable to AssetWorks at its sole discretion.

12) API TERMS

- a) **API Definitions.** As used in this section, "API Information" means all information and data that is created, captured, or is otherwise accessible from the AssetWorks APIs through use of the Service. "AssetWorks APIs" or "APIs" mean AssetWorks' current or future application program interfaces (e.g., MAXQueue Module PLUS and Integrations Module PLUS (M5))
- b) **API License.** Subject to the terms and conditions of this Agreement, AssetWorks grants to Customer during the prepaid term a personal, revocable, limited, non-exclusive, royalty-free, non-sublicensable, non-transferable, terminable subscription-based license to access or otherwise receive information from the AssetWorks APIs and to obtain API Information. This API 'license' is granted solely to aid Customer's internal provisioning of the Service to Users and for no other purpose.
- c) **Access Tokens or Security Keys.** AssetWorks will give Customer and/or Users unique access token(s) or security key(s) to access the AssetWorks APIs for the purpose of accessing and receiving API Information. Customer will immediately notify AssetWorks if any User's access tokens or security keys are used or suspected of being used by a third party. Neither Customer, its Users, nor any Third Party is authorized to provide direct access, access token(s), or security key(s) for the AssetWorks APIs.
- d) **Limitations and Restrictions.** The API license granted to Customer is subject to the following limitations and restrictions:
 - i. AssetWorks may, in its sole discretion, (a) modify, change, update and/or enhance the AssetWorks APIs at any time (a

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“Modification”), provided AssetWorks gives Customer commercially reasonable notice and supports Customer’s access to the AssetWorks API in the same manner as prior to the Modification for a commercially reasonable period of time. Notwithstanding the foregoing, AssetWorks may suspend, terminate and/or revoke Customer’s access, or make a Modification without providing notice if necessary to address or prevent a security breach or to protect from the unauthorized disclosure of any API Information or other personally identifying information. In such circumstances, AssetWorks will notify Customer and use commercially reasonable efforts to ameliorate any impact from such action.

- ii. Customer acknowledges that, except as set forth in the API License section above, nothing in this Agreement grants or assigns to Customer (nor its Affiliates or any third party) any right, title, interest, or license of any kind, including in any patents, copyrights, trade secrets, trademarks, logos or other IPRs of AssetWorks.
 - iii. AssetWorks may establish limits on the use of the AssetWorks APIs, including, but not limited to, the number of AssetWorks API requests initiated over a limited time period (e.g., per minute, hourly, and daily) upon advance notice to Customer and only to protect the functioning, security, and/or reliability of the API Information and/or AssetWorks APIs. AssetWorks shall make commercially reasonable efforts to maintain the availability of the AssetWorks API but does not guarantee the service level, availability, or quality of service of the AssetWorks APIs.
 - iv. To the extent obtained by Customer pursuant to this Agreement, Customer will protect all API Information from unauthorized alteration, copying, access, storage, transmittal, or use. Customer must immediately notify AssetWorks of any unauthorized use, disclosure, or access to API Information.
 - v. Customer will not: (a) make derivative works of, reverse engineer, reverse compile, or disassemble the AssetWorks APIs; or (b) access or use the AssetWorks APIs in any unauthorized manner, including any way that will (i) infringe any AssetWorks’ or third party’s copyright, patent, trademark, trade secret, other property rights or rights of publicity or privacy; or (ii) violate any applicable law, statute, ordinance, or regulation.
- e) **Customer API Security.** Customer will not: (a) use any robot, spider, site search or other retrieval application or device to scrape, retrieve or index services or collect, disseminate, use, store or disclose information about AssetWorks customers for any unauthorized purpose; (b) disable, override or otherwise interfere with any AssetWorks alerts, warnings, display panels, consent panels and the like; (c) disrupt, disable, harm or otherwise impede the operation of any software, firmware, hardware, wireless communications device, computer system or network; (d) enable any third party to access the

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AssetWorks APIs to circumvent Service controls or otherwise penetrate AssetWorks network; or (v) take any action that affects or is otherwise competitive with any AssetWorks Service. Customer is solely responsible for protecting the confidentiality of any API Information or data that it collects or uses from the AssetWorks APIs.

- f) **API Disclaimer.** ALL INFORMATION, MATERIALS, SOFTWARE, TECHNOLOGY, AND SERVICES PROVIDED BY ASSETWORKS INCLUDING (WITHOUT LIMIT) THE ASSETWORKS APIs ARE PROVIDED “AS IS”, “AS AVAILABLE”, and “WITH ALL FAULTS”. ASSETWORKS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS OF ANY KIND WHATSOEVER INCLUDING (WITHOUT LIMIT) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND THE WARRANTIES OF TITLE OR NONINFRINGEMENT. CUSTOMER AND/OR ITS INTERMEDIARIES ASSUME ALL RISK AS TO THE AVAILABILITY, SUITABILITY, QUALITY, AND PERFORMANCE OF THE ASSETWORKS APIs AND API INFORMATION AND ASSETWORKS EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY RELATED THERETO.

13) DEFINITIONS

- a) **“Active Equipment Unit License”** means a license for each Active Equipment Unit covered by or utilizing the Service. “Active Equipment Unit” means any vehicle, asset, or other unit on which work is performed or for which activity is reported. Customer must pay fees to cover all Active Equipment Units unless Parties agree otherwise.
- b) **“AssetWorks Contracting Party”** means the specific entity identified on the Order Form and shown below:

| For USA Customers: | For UK & EU Customers: | |
|--|--|--|
| AssetWorks Inc. | AssetWorks Fleet Solutions Ltd. | Lightbulb Analytics Limited |
| Delaware Corporation EIN 46-0521049 | England & Wales Company No. 15298579 | England & Wales Company No. 01843754 |
| 1001 Old Cassatt Road, Ste. 204 Berwyn, PA 19312 | Brook Suite, Ground Floor, Bewley House, Marshfield Road, Chippenham, SN15 1JW | Egale One, 80 St Albans Road, Watford, Herts, WD17 1DL |
| jessica.butler@assetworks.com tyler.beaty@assetworks.com CC: legal@assetworks.com | mike.gadd@assetworks.com CC: legal@assetworks.com | Adrian.mcmullan@lba.ltd CC: legal@assetworks.com |

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- c) **“Concurrent License”** means a license for an authorized user of the Software, provided that the number of simultaneous users may not exceed the number of licenses purchased. Each simultaneous login to the Software (through active browser sessions) will be deemed to constitute one Concurrent License.
- d) **“Customer Data”** means any data, information, or material that Customer or Customer’s Users may disclose or submit to AssetWorks or the Service in the course of properly using the Service in accordance with the Documentation and best practices regarding minimization of personal information. Customer Data does not include Excluded Data, public information, or inferences derivable from Customer Data.
- e) **“Documentation”** means the standard documentation and/or user manual (i.e. technical literature) provided or published by AssetWorks.
- f) **“Enterprise License”** means a license for the Software that allows for an unlimited number of users and tracks an unlimited amount of assets. Pricing is based on the population of the city, town, region, fleet, college, university, department, etc. (“Population Base”) Customer utilizes in the Enterprise License to cover. Customer must promptly pay increased fees for an Enterprise License reconciliation if Customer’s Population Base increases beyond the Customer’s licensed limits for any reason, including, but not limited to, a material increase in Population Base, use of the Software to provide the Services to an additional population, or merger of Customer with any other entity that increases the population served by the Software.
- g) **“Excluded Data”** means Payment Card Industry (PCI) or similar regulated financial information; protected health information (PHE) under HIPAA or similar regulated medical information of any nature; personal financial or any sensitive personal information subject to heightened privacy and/or security requirements by law, regulation, or applicable third-party terms (e.g., government issued identification or license numbers, personal bank account numbers, passport or visa numbers, credit card numbers, social security numbers, passwords and security credentials); or any other unnecessary personal identifiers (i.e., any information capable of truncation, hashing, or greater minimization); and any other categories of data for which the Service is not suitable or the input of which is unnecessary to make ordinary use of the Service per the Documentation and Customer’s own policies and best practices in regards to Excluded Data.
- h) **“Order Effective Date”** means the date: (a) an Order is countersigned by the Parties, (b) an Order is signed by Customer and/or its authorized intermediary and accepted by AssetWorks, or (c) which the Parties deemed their agreement to be effective as of.
- i) **“Software”** means AssetWorks’ proprietary Software either: (a) perpetually licensed for on-premise installation in a Customer Environment, (b) perpetually licensed and hosted by AssetWorks in a Hosted Environment, (c) made available through an access-restricted website or designated IP address hosted via a third-party data center on a prepaid-subscription basis inclusive with Maintenance/Support under a software-as-a-service model (“SaaS”).

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“Software” includes commercially available updates, enhancements, and new versions if Customer subscribes for Maintenance/Support and may be revoked for material breach (e.g. nonpayment) to the extent permitted by Applicable Law.

- j) **“Intellectual Property Rights” or “IPR”** means unpatented inventions, patent applications, patents, design rights, works of authorship, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, ideas, concepts, algorithms, database schema, and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world with respect to all intellectual property incorporated into any Development, ORDER, or other deliverable whether or not first created, discovered, or developed by AssetWorks in providing the Services.
- k) **“Order” or “Order Form(s)”** means the form evidencing the initial license or subscription and any subsequent Order submitted online or in written form (including any countersigned ORDER), specifying the applicable Software, SaaS, Services, fees, and other charges agreed to between the Parties, each such fully executed Order to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of the Order shall prevail);
- l) **“Source Code”** means software in human-readable form, including all appropriate programmer’s comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.
- m) **“User(s)”** or means Customer’s employees, representatives, consultants, contractors, or agents who use the Service on Customer’s behalf or through Customer’s account or passwords (whether or not authorized).
- n) **“Deliverable(s)”** means any copyrightable works, code developed, products, discoveries, developments, designs, work product, deliverables, improvements, inventions, processes, techniques and know-how made, conceived, reduced to practice or learned by AssetWorks (either alone or jointly with Customer or others) that arise during the Term of this Agreement or result from Professional Services performed pursuant to any Order and delivered to Customer hereunder. Deliverables are not “works made for hire”
- o) **“Law” or “Applicable Law(s)”** means privacy and security laws governing AssetWorks’ handling (if any) of Customer Data and other applicable laws and regulations in force as of the Effective Date. For the avoidance of doubt, Applicable Laws do not include laws applicable to Customer or its data to the extent not described in the preceding sentence, including laws in regards to Excluded Data.
- p) **“Maintenance”** means the support and maintenance services provided by AssetWorks to Customer on a pre-paid annual subscription basis (i.e.

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maintenance-as-a-product) inclusive with SaaS but exclusive of Hosting Services and Professional Services.

- q) **“Professional Services”** means those technical or non-technical services performed or delivered by AssetWorks under this Agreement as set forth in an Order.
- r) **“Order”** means any AssetWorks quotation agreed to by Customer, AssetWorks Order Form, statement of work, or other terms set forth on any ordering document executed in writing by the Parties provided such document incorporates AssetWorks quotation.
- s) **“SLA” means AssetWorks’** service level objectives, target availability level, and service level credit for unavailability of the Service.