

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of July, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and Smartspace USA, Inc., a Delaware corporation, whose corporate address is at 801 Barton Springs Rd., 9th Floor, Austin, TX 78704, ("CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to license Software as a Service (SAAS) of CONTRACTOR's space management software ("Subscription Service) called Smartspace ("System Software"), as well as physical goods, training, and implementation services ("Professional Services") from CONTRACTOR, as set forth in COUNTY's Request for Proposal (RFP) 19-054, dated February 27, 2019; and

WHEREAS, CONTRACTOR represented in its Response to COUNTY's RFP No 19-054, dated March 27, 2019, that the System Software license, physical goods, training, and maintenance of System Software by CONTRACTOR, along with professional services from CONTRACTOR, meet the stated needs of COUNTY; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this agreement for the license and access to the Subscription Service, and for maintenance and support of the Subscription Service.

NOW, THEREFORE, for and in consideration of the promises herein, and for other good and valuable consideration, the parties agree as follows:

WITNESSETH

I. OBLIGATIONS OF CONTRACTOR

A) SOFTWARE AS A SERVICE

1 CONTRACTOR grants to COUNTY, and COUNTY accepts, a non-
2 exclusive, non-transferable, annual license to use System Software that is subject
3 to the terms and conditions set forth in the attached Limited Use Software License
4 Agreement for Cloud / SAAS in Exhibit 3, which is incorporated by this reference.

5 B) SERVICES TO BE PROVIDED BY CONTRACTOR TO COUNTY

6 CONTRACTOR shall provide COUNTY with services as set forth in the
7 attached Statement of Work (SOW) in Exhibit 4, which is incorporated by this
8 reference. Change orders to the services defined in the SOW, or additional SOW
9 documents for additional implementations, may be approved by the Director of
10 Internal Services/Chief Information Officer or his/her designee.

11 1) DOCUMENTATION

12 CONTRACTOR shall provide to COUNTY Smartspace System
13 Documentation, which shall consist of electronic media files. The electronic media
14 files must be printable using PC software normally available at COUNTY.
15 CONTRACTOR shall provide new System Documentation corresponding to all new
16 System Software Upgrades. COUNTY may print additional copies of all
17 documentation. All System Documentation is to be used by COUNTY only for the
18 purposes identified within this Agreement.

19 **II. OBLIGATIONS OF COUNTY**

20 A) COUNTY CONTRACT ADMINISTRATOR

21 COUNTY appoints its Chief Information Officer (CIO) or his designee, as COUNTY's
22 Contract Administrator with full authority to deal with CONTRACTOR in all matters
23 concerning this Agreement.

24 B) SAFEGUARDING SYSTEM SOFTWARE

25 COUNTY will follow its present practices to safeguard System Software delivered to
26 COUNTY by CONTRACTOR. A copy of COUNTY'S "Information Technology (IT)
27 Standards and Preferences" will be made available upon request.

28 C) ACCEPTANCE TESTING

COUNTY shall approve Final System Acceptance when the Subscription Service has been successfully tested and satisfactorily performs all functions necessary pursuant to this Agreement, and all deliverables identified in this Agreement as required for acceptance have been received by COUNTY.

D) ACCEPTANCE TESTING PROCESS

Following delivery and installation, CONTRACTOR shall test the Subscription Service along with COUNTY personnel.

E) COUNTY PROJECT MANAGER

Upon execution of this Agreement, COUNTY's Contract Administrator shall designate one individual from ISD who will function as Project Manager with responsibility for day-to-day management of the project for implementation of the Subscription Service . The Project Manager and COUNTY personnel shall have the necessary and appropriate training and experience to implement the terms of this Agreement. COUNTY acknowledges CONTRACTOR'S reliance on same.

F) OTHER COUNTY OBLIGATIONS

Technical assistance from COUNTY's ISD staff will be provided during the performance of the installation of the System Software. In particular, COUNTY will provide:

- a. Network connectivity and troubleshooting assistance.
- b. Ability to monitor network traffic and isolate bottlenecks.
- c. Technical assistance concerning the integration with existing COUNTY systems (if applicable).
- d. Expertise to handle issues with PCs, printers, and cabling before, during, and after rollout.

III. TERM

This Agreement shall become effective on the Effective Date for a term of three (3) years, with the option for two (2), one (1) year extensions, upon written authorization from the

County's Director of Internal Services or his/her designee, and payment of Annual SAAS Subscription Fees.

IV. TERMINATION

A) NON-ALLOCATION OF FUNDS

The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time without penalty by giving CONTRACTOR thirty (30) days advance written notice.

B) BREACH OF CONTRACT

COUNTY may immediately suspend or terminate this Agreement in whole or in part where, in the determination of COUNTY, there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

CONTRACTOR may, upon thirty (30) days prior written notice to COUNTY, terminate this Agreement if COUNTY fails to comply with any material term or condition of this Agreement unless COUNTY cures such failure within such thirty (30) day period, or other

1 such timeframe as may be mutually agreed upon in writing by the parties.

2 C) Without Cause

3 Under circumstances other than those set forth above, this Agreement may be
4 terminated by COUNTY by giving thirty (30) days' advance written notice of an intention to
5 terminate to CONTRACTOR.

6
7 **V. COMPENSATION/INVOICING**

8 COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation,
9 as described in the Limited Use Software License Agreement for Cloud / SAAS and the
10 Statement of Work and in this Section V.:

11 A) HARDWARE COSTS:

12 Each meeting room managed in the System Software will include an Evoko panel, at a
13 cost of \$1,300 each. Additional hardware may be purchased with the written approval of
14 the Director of Internal Services/CIO or his designee.

15 In no event shall hardware purchases under this Agreement exceed \$300,000.

16 B) SAAS COSTS:

17 Each meeting room managed in the System Software will be licensed at \$400.00 per
18 year. Additional services and functionality may be purchased with written approval of the
19 Director of Internal Services/CIO or his designee.

20 In no event shall SAAS license fees under this Agreement exceed \$450,000.

21 C) IMPLEMENTATION COSTS:

22 Implementation costs for the initial implementation are described in Exhibit 4.
23 Additional Statements of Work for further implementation services may be approved by
24 the Director of Internal Services/CIO or his designee.

25 In no event shall Implementation Services under this Agreement exceed \$70,000.

26
27 D) TRAVEL COSTS:

28 Travel costs for additional unplanned travel may be reimbursed by COUNTY if

COUNTY requires CONTRACTOR to travel onsite to COUNTY facilities. All such expenses must be invoiced as pass-through costs, and shall be approved in writing by the Director of Internal Services/CIO or his designee prior to CONTRACTOR's travel.

In no event shall travel costs reimbursed under this Agreement exceed \$10,000.

E) TOTAL CONTRACT AMOUNT

In no event shall compensation paid for goods or services performed under this Agreement exceed \$650,000 during the initial three (3) year term of this Agreement. If this Agreement is extended for an additional fourth year, in no event shall the total compensation paid exceed \$740,000. If this Agreement is extended for an additional fifth year, in no event shall the total compensation paid exceed **\$830,000.00** during the entire possible five (5) year term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

F) INVOICING

CONTRACTOR shall submit invoices, which must reference the provided contract number, either electronically or via mail (and must reference the provided contract number on the invoice) to County of Fresno ISD, Accounts Payable, 333 W. Pontiac Way, Clovis, CA 93612 or Accounts Payable (ISDBusinessOffice@FresnoCountyCA.gov). COUNTY will pay CONTRACTOR within forty-five (45) days of receipt of an approved invoice, by mail addressed to CONTRACTOR's remittance address at 801 Barton Springs Rd, 9th Floor Austin TX 78704.

VI. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY.

1 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or
2 method by which CONTRACTOR shall perform its work and function. However, COUNTY shall
3 retain the right to administer this Agreement so as to verify that CONTRACTOR is performing
4 its obligations in accordance with the terms and conditions thereof.

5 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
6 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
7 subject thereof.

8 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
9 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR
10 shall be solely liable and responsible for providing to, or on behalf of, its employees all
11 legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
12 save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees,
13 including compliance with Social Security withholding and all other regulations governing such
14 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
15 providing services to others unrelated to COUNTY or to this Agreement.

17 **VII. CONFIDENTIALITY**

18 A Party receiving Information (defined below) of the other will not disclose such
19 Information other than to persons in its organization who have a need to know, and who will be
20 required to comply with this Section. The Party receiving Information will not use such
21 Information for a purpose inconsistent with the terms of this Agreement. "Information" means
22 the System Software, Documentation and all information and intellectual property related
23 thereto (including, but not limited to all databases provided to COUNTY by CONTRACTOR
24 whether created by CONTRACTOR or its third party licensors such as, without limitation, the
25 mapping product databases) as well as information related to the business of CONTRACTOR
26 or COUNTY. Information will not include: (i) information publicly known prior to disclosure; (ii)
27 information coming into the lawful possession of the recipient without any confidentiality
28 obligation; and (iii) information required to be disclosed pursuant to state law, regulatory action

1 or court order, provided adequate prior written notice of any request to disclose is given to the
2 Party whose information is to be disclosed. Each Party will exercise at least the same degree of
3 care to safeguard the confidentiality of the other's Information as it does to safeguard its own
4 proprietary confidential information, but not less than a reasonable degree of care.

5 6 **VIII. MODIFICATION**

7 Any matters of this Agreement may be modified from time to time by the written consent
8 of all the parties without, in any way, affecting the remainder.

9 10 **IX. NON-ASSIGNMENT**

11 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or
12 duties under this Agreement without the prior written consent of the other party.

13 14 **X. HOLD HARMLESS**

15 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
16 defend COUNTY, its officers, agents, and employees from any and all costs and expenses
17 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
18 resulting to COUNTY in connection with the performance, or failure to perform, by
19 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
20 costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
21 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
22 performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under
23 this Agreement.

24 The provisions of this Section X shall survive termination of this Agreement.

25 26 **XI. INSURANCE**

27
28

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

Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

(E) Technology Professional Liability (Errors and Omissions)

Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Coverage shall encompass all of the CONTRACTOR's duties and obligations that are the subject of this Agreement. Coverage shall include, but not be limited to, any and all claims, damages, costs, fees, regulatory fines and penalties, or forms of legal action involving Cyber Risks.

F) Cyber Liability

Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00)

1 per occurrence. Coverage shall include, but not be limited to, any and all claims,
2 damages, costs, fees, regulatory fines and penalties, or forms of legal action involving
3 Cyber Risks. The cyber liability policy shall be endorsed to cover the full replacement
4 value of, damage to, alteration of, loss of, theft of, ransom of, or destruction of intangible
5 property (including but not limited to information or data) that is in the care, custody, or
6 control of CONTRACTOR.

7 For purposes of the technology professional liability insurance and the cyber liability
8 insurance required under this Agreement, Cyber Risks include, but are not limited to, (i)
9 security breaches, which include disclosure of, whether intentional or unintentional,
10 information provided by COUNTY, information provided by or obtained from any inmate, or
11 personal-identifying information relating to any inmate, to an unauthorized third party; (ii)
12 breach of any of CONTRACTOR's obligations under this Agreement relating to data
13 security, protection, preservation, usage, storage, transmission, and the like; (iii)
14 infringement of intellectual property including, but not limited to, infringement of copyright,
15 trademark, and trade dress; (iv) invasion of privacy, including any release of private
16 information; (v) information theft by any person or entity, whatsoever; (vi) damage to or
17 destruction or alteration of electronic information; (vii) extortion related to
18 CONTRACTOR's obligations under this Agreement regarding electronic information,
19 including information provided by COUNTY, information provided by or obtained from any
20 inmate, or personal-identifying information relating to any inmate; (viii) network security;
21 (ix) data breach response costs, including security breach response costs; (x) regulatory
22 fines and penalties related to CONTRACTOR's obligations under this Agreement
23 regarding electronic information, including information provided by COUNTY, information
24 provided by or obtained from an inmate, or personal-identifying information relating to any
25 inmate; and (xi) credit monitoring expenses.

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability
27 insurance naming the County of Fresno, its officers, agents, and employees, individually
28 and collectively, as additional insured, but only insofar as the operations under this

1 Agreement are concerned. Such coverage for additional insured shall apply as primary
2 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
3 agents and employees shall be excess only and not contributing with insurance provided
4 under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed
5 without a minimum of thirty (30) days advance written notice given to COUNTY.

6 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents,
7 and employees any amounts paid by the policy of worker's compensation insurance
8 required by this Agreement. CONTRACTOR is solely responsible to obtain any
9 endorsement to such policy that may be necessary to accomplish such waiver of
10 subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective
11 whether or not CONTRACTOR obtains such an endorsement.

12 Within Thirty (30) days from the date CONTRACTOR executes this Agreement,
13 CONTRACTOR shall provide certificates of insurance and endorsement as stated above
14 for all of the foregoing policies, as required herein, to the County of Fresno, Chief
15 Information Officer, 333 W Pontiac Way, Clovis CA 93612, stating that such insurance
16 coverages have been obtained and are in full force; that the County of Fresno, its officers,
17 agents and employees will not be responsible for any premiums on the policies; that for
18 such worker's compensation insurance the CONTRACTOR has waived its right to recover
19 from the COUNTY, its officers, agents, and employees any amounts paid under the
20 insurance policy and that waiver does not invalidate the insurance policy; that such
21 Commercial General Liability insurance names the County of Fresno, its officers, agents
22 and employees, individually and collectively, as additional insured, but only insofar as the
23 operations under this Agreement are concerned; that such coverage for additional insured
24 shall apply as primary insurance and any other insurance, or self-insurance, maintained
25 by COUNTY, its officers, agents and employees, shall be excess only and not contributing
26 with insurance provided under CONTRACTOR's policies herein; and that this insurance
27 shall not be cancelled or changed without a minimum of thirty (30) days advance, written
28 notice given to COUNTY.

1 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
2 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or
3 terminate this Agreement upon the occurrence of such event.

4 All policies shall be with admitted insurers licensed to do business in the State of
5 California. Insurance purchased shall be purchased from companies possessing a current
6 A.M. Best, Inc. rating of A FSC VII or better.

7 8 **XII. AUDITS AND INSPECTIONS**

9 CONTRACTOR shall at any time during CONTRACTOR'S normal business hours,
10 and upon prior written notice, as often as the COUNTY may deem necessary, make available
11 to COUNTY for examination all of its records and data with respect to the matters covered by
12 this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and
13 inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the
14 terms of this Agreement. Any such examinations or audits shall be at COUNTY'S expense.

15 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall
16 be subject to the examination and audit of the California State Auditor for a period of three (3)
17 years after final payment under contract (Government Code Section 8546.7).

18 19 **XIII. NOTICES**

20 **A) AUTHORITY TO GIVE AND RECEIVE NOTICES**

21 The following persons (with addresses noted below) have authority to give and receive
22 notices under this Agreement:

23 **COUNTY OF FRESNO**

23 **CONTRACTOR**

24
25 Chief Information Officer

Name: Steven Rodriguez

Title: President - US

26 333 W. Pontiac Way

801 Barton Springs Rd, 9th Floor

27 Clovis, CA 93612

Austin, TX 78704

28 ISDBusinessOffice@FresnoCountyCA.gov

1
2 All notices between the COUNTY and the CONTRACTOR provided for or permitted
3 under this Agreement must be in writing and delivered either by personal service, by first-class
4 United States mail, by an overnight commercial courier service, or by electronic mail sent to and
5 confirmed by CONTRACTOR at CONTRACTOR's email address. A notice delivered by personal
6 service is effective upon service to the recipient. A notice delivered by first-class United States
7 mail is effective three COUNTY business days after deposit in the United States mail, postage
8 prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service
9 is effective one COUNTY business day after deposit with the overnight commercial courier
10 service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
11 the recipient. A notice delivered by electronic mail is effective when transmission to the recipient
12 is completed (but, if such transmission is completed outside of COUNTY business hours, then
13 such delivery shall be deemed to be effective at the next beginning of a COUNTY business day),
14 provided that the sender maintains a record of the completed transmission. For all claims arising
15 out of or related to this Agreement, nothing in this section establishes, waives, or modifies any
16 claims presentation requirements or procedures provided by law, including but not limited to the
17 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section
18 810).

19 B) PRIMARY ESCALATION CONTACT INFORMATION

20 The persons and their contact information that COUNTY or CONTRACTOR can use to escalate
21 problems or situations are listed in Exhibit 2, and may be updated as needed by either Party, by
22 notifying the other Party in writing.

23
24 **XIV. GOVERNING LAW**

25 Venue for any action arising out of or related to this Agreement shall only be in Fresno
26 County, California.

27 The rights and obligations of the parties and all interpretation and performance of this
28 Agreement shall be governed in all respects by the laws of the State of California.

1
2 **XV. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

3 This provision is only applicable if CONTRACTOR is operating as a corporation (a
4 for-profit or non-profit corporation) or if during the term of this agreement, CONTRACTOR
5 changes its status to operate as a corporation.

6 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
7 transactions that they are a party to while CONTRACTOR is providing goods or performing
8 services under this agreement. A self-dealing transaction shall mean a transaction to which
9 CONTRACTOR is a party and in which one or more of its directors has a material financial
10 interest. Members of the Board of Directors shall disclose any self-dealing transactions that
11 they are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form*
12 (Exhibit 1) and submitting it to COUNTY prior to commencing with the self-dealing transaction
13 or immediately thereafter.

14
15 **XVI. Counterparts; Electronic Transmission.**

16 This Agreement may be executed in counterparts, each of which shall be deemed to
17 be an original, but all of which shall constitute one and the same instrument. A signature
18 delivered by facsimile, scan, photograph or other electronic transmission shall be as binding as
19 delivery of an original signature hereto, provided, that the delivering party shall, if requested by
20 any party for any reason, promptly deliver the original signature so transmitted or a separate,
21 original signature, the delivery of which shall not in any way limit the effectiveness of the
22 signature previously electronically delivered.

23
24 **XVII. ENTIRE AGREEMENT**

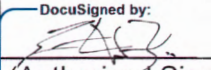
25 This Agreement constitutes the entire agreement between CONTRACTOR and
26 COUNTY with respect to the subject matter hereof and supersedes all previous Agreements
27 negotiations, proposals, commitments, writings, advertisements, publications, and
28 understandings of any nature whatsoever unless expressly included in this Agreement. In the

1 event of any inconsistency in interpreting the documents comprising this Agreement, the
2 inconsistency shall be resolved by giving precedence in the following order of priority (1) the
3 text of this agreement (excluding the Limited Use Software License Agreement for Cloud /
4 SAAS and the Statement of Work); (2) the text of the Limited Use Software License Agreement
5 for Cloud / SAAS; and (3) the Statement of Work.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **CONTRACTOR**

DocuSigned by:

5 
6 (Authorized Signature)

7 Steven Rodriguez President

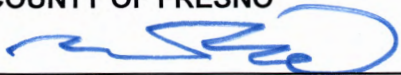
8 Print Name & Title

801 Barton Springs Rd

9 Austin, TX 78704

10 Mailing Address

COUNTY OF FRESNO


Nathan Maggig, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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15 By:


Deputy

16 FOR ACCOUNTING USE ONLY:

17 ORG: 89050000

18 Account: 7309
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1 **Exhibit 1**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3
4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),
5 members of a contractor's board of directors (hereinafter referred to as "County Contractor"),
6 must disclose any self-dealing transactions that they are a party to while providing goods,
7 performing services, or both for the County. A self-dealing transaction is defined below:

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

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

11 **INSTRUCTIONS**

12 (1) Enter board member's name, job title (if applicable), and date this disclosure is being
13 made.

14 (2) Enter the board member's company/agency name and address.

15 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to
16 the County. At a minimum, include a description of the following:

17 a. The name of the agency/company with which the corporation has the
18 transaction; and

19 b. The nature of the material financial interest in the Corporation's transaction that
20 the board member has.

21 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
22 provisions of the Corporations Code.

23 (5) Form must be signed by the board member that is involved in the self-dealing
24 transaction described in Sections (3) and (4).
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(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 2

COUNTY

Contact # 1:

Americo Papaleo

Information Technology Manager

Office Phone: (559) 600-5800

Email: apapaleo@FresnoCountyCA.gov

CONTRACTOR

Contact # 1:

Name: Steve Batten

Title: Chief Customer Officer

Office Phone: +44 (0) 7538 415446

Email: sbatten@smartspaceplc.com

COUNTY

Contact # 2:

Sheri Walden

Information Technology Division Manager

Office Phone: (559) 600-5800

Email: swalden@FresnoCountyCA.gov

CONTRACTOR

Contact # 1:

Name: Sarah Butler

Title: Head of Implementation

Office Phone: +44 (0) 7940 376558

Email: sbutler@smartspaceplc.com

Exhibit 3
LIMITED USE SOFTWARE LICENSE AGREEMENT
FOR CLOUD / SAAS

This Limited Use License Agreement applies to any Products branded online hosted software services provided by SmartSpace USA, Inc. ("Licensor") subscribed to and used by an end user ("Licensee"). **BY ACCESSING AND/OR USING ANY OF THE SERVICES (AS DEFINED BELOW), LICENSEE AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

1. Definitions. As used in this Agreement, the following definitions shall apply:

11 "Agreement" means these online terms of use, any Order Form (as defined below), and any materials available on Licensor's website specifically incorporated herein by reference, as such may be updated by Licensor from time to time in its sole discretion.

12 "Customer Data" means any data, information or material relating to Licensee submitted or provided by Licensee to Licensor through the use of the Services.

13 "Effective Date" means the earlier of either Licensor's invoice or the date the Services are available for use by Licensee.

14 "Licensed Program" means all of Licensor's proprietary technology and documentation (including software, hardware, processes, user interfaces, algorithms, know-how, techniques, and other tangible or intangible technical material or information, and specifications describing the features, functionality or operation of the Services,) made available to Licensee by Licensor in providing the Services to Licensee.

15 "Services(s)" means the online hosting, maintenance and support services and any other services or products provided by Licensor to Licensee as set forth on an Order Form.

16 "Service Fees" has the meaning set forth in Section 6.

17 "Order Form(s)" means Licensor's quote, invoice or proposal evidencing a subscription for the Services specifying the Services and the applicable Service Fees, each such Order Form is incorporated herein by reference (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail).

18 "Users" mean Licensee's employees, representatives, consultants, contractors or agents who are authorized to use the Services on behalf of Licensee.

2. Services. Subject to the terms and conditions of this Agreement, including the payment of all applicable Service Fees, Licensor agrees to use commercially reasonable efforts to (a) provide

Licensee with the Services, (b) to make the Services available for use in accordance with the Services Level Agreement set forth on **Schedule A** attached hereto, and (c) provide commercially reasonable levels of security for the Services in accordance with the Hosting Infrastructure set forth on **Schedule B** attached hereto. Licensee expressly understands and agrees that Licensee is contracting solely with SmartSpace USA Inc. for the use of the Services and the Licensed Programs and not with any subsidiary or other affiliated entity of SmartSpace USA, Inc. and all obligations of Licensor hereunder are solely of SmartSpace USA, Inc.

3. PROFESSIONAL SERVICES

31 Licensor Professional Services shall be as described on the Order Form and may include, but are not limited to upgrades, project planning and status meetings; business process design and re-engineering; training and facilitated practice; configuration; software implementation, integration or development services and other tasks. Licensor Professional Services may be delivered on site or remotely. Licensee's Professional Services team will identify the appropriate delivery venues.

32 Scheduling Professional Services is on a first-come, first-serve basis. Reasonable efforts will be made to assign a local consultant, but no commitment can be given.

33 Licensee must cancel Professional Services commitments at least seven (7) calendar days before the first day of the commitment to avoid a cancellation penalty. The cancellation penalty is equal to one professional service day or the equivalent, regardless of the length of the original engagement. In addition, the customer will be charged for all cost associated with canceling or rescheduling travel arrangements.

34 Professional service fees are charged in increments of two hours and deducted from Licensee's professional service account balance. Travel and expenses are not included in the purchase of Professional Service time and are charged separately. These costs include, but are not limited to, airfare and transportation or parking at the airport; car rental, mileage, and gas; hotel and charges assessed to make local or toll-free telephone calls; and meals. If the customer does not have a balance in their account enough to cover the expected engagement, no commitment will be confirmed without a signed Order Form equal to the length of the engagement. Please contact your sales representative to purchase additional days of service. Professional service days expire six (6) months after the date of purchase, with written (email) notice, unless agreed by both parties.

4. Grant of License; Title to Intellectual Property.

41 Grant of License. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a nonexclusive, non-transferable, non-sublicensable limited subscription-based license (the "**License**") to access and use the Licensed Program for the number and type of Licenses set forth on an Order Form accepted by Licensor. Additional Licenses may be subscribed by Licensee pursuant to additional Order Forms. The use of the Licensed Program and Services are for the exclusive use of Licensee and its Users and do not extend to third parties. Licensee is responsible for the use of the Licensed Program and Services by Licensee's Users.

42 License Use Restrictions. Licensee agrees to (a) use the Licensed Program solely for its own internal business purposes and agrees not to rent, lease, sublicense, time-share, or otherwise distribute the Licensed Program for resale, or to host applications to provide service bureau, time-sharing, or other computer services to third parties, or otherwise make available the Licensed Program to any third parties, (b) not to reverse-engineer, decompile, disassemble, modify, create derivative works of, or copy all or any part of the Licensed Program, and (c) to take appropriate actions to protect the Licensed Program and all parts thereof from unauthorized copying, modification, or disclosure by its Users and other third parties. Licensee may not use the Licensed Program or access the Services if Licensee is a direct competitor of Licensor or for purposes of monitoring the availability, performance or functionality of the Services, or for any other benchmarking or competitive purposes.

43 Title to Intellectual Property. Licensee hereby acknowledges that all right, title and interest in and to the Licensed Program and all intellectual property rights therein, including patent, unpatented inventions, copyright, trademark, trade secret, proprietary information and technology used in or comprising the Licensed Program and the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee to Licensor relating to the Services or the Licensed Program (collectively, the “**Licensor Intellectual Property**”) are owned by, and are vested in, Licensor (or its applicable licensors/suppliers). Other than as expressly set forth in this Agreement, no license or other rights in the Licensor Intellectual Property are granted to Licensee and all such rights are hereby expressly reserved by Licensor. Licensor Intellectual Property does not include any Customer Data.

5. Licensee Obligations.

51 Access and Security Guidelines. Use of the Services is conditioned on Licensee obtaining and maintaining access to the internet, and all equipment necessary for proper operation of the Services. Licensee is required to maintain and use secure usernames and passwords issued by Licensor as set forth on **Schedule B** for the access and use of the Services. Licensee shall be responsible for ensuring the security and confidentiality of such usernames and passwords. Licensee shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and shall notify Licensor immediately of any such unauthorized use or other known breach of security. Licensee is responsible for all activities that occur under Licensee's usernames and passwords. Licensee shall report to Licensor immediately and use reasonable efforts to stop immediately any copying or distribution of the Licensed Programs that is known or suspected by Licensee.

52 Acceptable Use. Licensee shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Licensee's use of the Services, including those related to data privacy, international communications and the transmission of technical or personal data and in accordance with Licensor's Acceptable Use Policy set forth on **Schedule C** attached hereto. Licensor reserves the right to update such policy as set forth therein. Any use of the Services in violation of Licensor's Acceptable Use Policy shall be a material breach of this Agreement. Licensee agrees to defend, indemnify and hold Licensor harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from Licensee's violation of this Agreement, including but not limited to infringement of Licensor's copyright, violation of Licensor's

proprietary rights, and invasion of Licensor's privacy rights. This obligation will survive the termination of the Services.

53 Customer Data. Licensee will be solely responsible for providing all Customer Data required for the proper operation of the Services. Licensee shall have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, including as outlined in Licensor's Acceptable Use Policy. Licensor is under no obligation to review Customer Data for accuracy, acceptability or potential liability. Licensee grants to Licensor all necessary licenses in and to such Customer Data solely as necessary for Licensor to provide the Services to Licensee.

6. Service Fees.

61 Service Fees. In consideration of the Services provided, Licensee shall pay Licensor those fees itemized on any Order Form for the Services and all applicable excise, sales, use, or other taxes, fees or charges applicable to the Services (the "**Service Fees**"). Unless otherwise specified in the Order Form, Service Fees are payable in advance and are due in full 45 days from the Effective Date. If additional Services are purchased, additional Service Fees shall be invoiced to COUNTY and payable in full within 45 days of receipt of the invoice. Recurring subscription Services purchased by Licensee will automatically renew on an annual basis at rates provided in the agreement. These renewals will be invoiced 45 days prior to the end of the current licenses and shall be payable in accordance with this Section 6, unless a party sends to the other party a notice of non-renewal pursuant to Section 7.1. Licensor may suspend Services during any period in which Service Fees remain past due and/or terminate this Agreement in accordance with Section 7.2. Services may be restored at Licensor's sole discretion upon payment in full of past due amounts and applicable reconnection and other fees.

62 Invoicing. CONTRACTOR shall submit invoices, which must reference the provided contract number, either electronically or via mail (and must reference the provided contract number on the invoice) to County of Fresno ISD, Accounts Payable, 333 W. Pontiac Way, Clovis, CA 93612 or Accounts Payable (ISDBusinessOffice@FresnoCountyCA.gov). COUNTY will pay CONTRACTOR within forty-five (45) days of receipt of an approved invoice, by mail addressed to CONTRACTOR's remittance address at 801 Barton Springs Rd, 9th Floor Austin TX 78704 .

63 Partial Delivery of Services. If Services require delivery to multiple locations and Services delivery is delayed definitely or indefinitely due to circumstances beyond the immediate control of Licensor, as deemed in good faith by Licensor, Licensee shall pay such partial fees for those portions of the Services which are not so delayed. Partial delivery of Services, in this manner, shall not be deemed a material breach of this Agreement by Licensor.

7. Term and Termination.

71 Term. This Agreement shall become effective on the Effective Date for a term of three (3) years, with the option of two (2), one (1) year extensions, upon written authorization from the COUNTY's Director of Internal Services or his/her designee, and the payment of annual SAAS Subscription fees.

72 Termination. This Agreement may be terminated earlier in its entirety without liability to the terminating party as follows:

73 (a) by Licensor upon fifteen (15) days written notice for failure to timely pay any Service Fees, (b) by either party upon thirty (30) days written notice in the event the other party materially breaches this Agreement, which breach is not cured within said thirty (30) days, (c) by either party immediately upon notice upon the institution of any insolvency, bankruptcy or similar proceeding by or against the other party including an assignment for the benefit of creditors, the appointment of a receiver over assets, an attachment of assets lasting more than thirty (30) days, or the other party ceases to conduct its business operations in the ordinary course of business, or (d) in accordance with Section 7.6, herein. The parties' rights and obligations under Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15 and 16 shall survive termination of this Agreement. Licensor may suspend access to Licensee's Customer Data or use of the Services upon breach of this Agreement by Licensee prior to termination.

74 Effect of Termination. Upon termination of this Agreement for any reason, Licensee's right to access the Services (and Customer Data) and use the Licensed Programs immediately ceases. Termination of this Agreement shall not relieve Licensee of its obligation to pay all Service Fees owing under any Order Form or otherwise under this Agreement. If this Agreement is terminated by reason of Licensee's breach, Licensor shall have no obligation to maintain any Customer Data. If this Agreement is terminated other than by reason of Licensee breach, Licensor will make available to Licensee a file of the Customer Data in an appropriate format selected by Licensor, as promptly is reasonably possible after such termination and at Licensee's cost, provided Licensee has complied with this Agreement and has paid in full all amounts owed to Licensor under this Agreement. Licensee agrees that Licensor shall not be liable to Licensee or any third party for any termination of the Services.

75 No Warranties. LICENSOR MAKES NO WARRANTIES REGARDING THE SERVICES OR THE LICENSED PROGRAM PROVIDED HEREUNDER. LICENSEE

ACKNOWLEDGES THAT LICENSOR'S SOLE OBLIGATION IS TO PROVIDE THE SERVICES IN ACCORDANCE WITH SECTION 2 AND THE SCHEDULES REFERENCED THEREIN. THEREFORE, THE SERVICES AND LICENSED PROGRAM ARE PROVIDED AND ACCEPTED BY LICENSEE "AS IS," WITHOUT ANY WARRANTY WHATSOEVER. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. LICENSOR DOES NOT WARRANT THAT THE SERVICES OR THE LICENSED PROGRAM WILL MEET LICENSEE'S REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION, WILL BE ERROR-FREE, COMPLETELY SECURE, OR THAT ALL FAILURES OF THE LICENSED PROGRAMS WILL BE CORRECTED.

7.6 Non-Allocation of Funds

The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time without penalty by giving Licensor thirty (30) days advance written notice.

8. Quality and Accuracy of Available Information. Licensee acknowledges that the information available from the use of the Services, Licensor's systems and/or through the interconnecting networks may not be accurate. Licensor makes no representation or warranty of any kind, either express or implied, regarding the quality, accuracy or validity of the data and/or information available from or through use of the Services and such systems and networks. Use of information obtained from or through Licensor's system and networks and the use of the Services are at Licensee's sole and absolute risk. LICENSOR SPECIFICALLY DISCLAIMS AND DENIES ANY RESPONSIBILITY FOR THE COMPLETENESS, ACCURACY OR QUALITY OF THE SERVICES PROVIDED BY IT UNDER THE TERMS OF THIS AGREEMENT.

9. Infringement Indemnity. Licensor will defend, indemnify and hold Licensee harmless from all damages, awards, and costs (including reasonable attorneys' fees) to the extent resulting from or arising out of any claim or action that alleges the Licensed Program directly infringes a United States patent or copyright, or constitutes misappropriation of a third party trade secret; provided, however, that Licensee promptly notifies Licensor in writing of such claim or action, reasonably cooperates with Licensor in its defense or settlement, and Licensor has control of the defense and all related settlement negotiations. In the event the Licensed Program becomes, or in Licensor's opinion are likely to become, the subject of any claim or action, then Licensor will use commercially reasonable efforts at its sole option and expense, to (a) procure the right for Licensee to continue using the Licensed Program, (b) replace or modify the Licensed Program so it becomes non-infringing while remaining functionally equivalent, or (c) if option (a) or (b) is not reasonably available in Licensor's judgment, Licensor may terminate the Services and Licensor will issue a refund of all fees paid by Licensee for the remaining unused balance of the Services period at the time of termination. Licensor will have no liability for any claim or action based upon (a) the combination, operation, or use of the Licensed Program with hardware, software, or other items not supplied by Licensor, (b) any alteration of the Licensed Program by Licensee or a third party, or (c) any modification of the Licensed Program made by Licensor pursuant to specifications, requirements, or designs provided by Licensee.

10. Limitation of Liability. LICENSOR SHALL NOT BE LIABLE TO LICENSEE, ITS USERS, OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OR CORRUPTION OF DATA, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSS WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY, OR OTHERWISE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SERVICES OR THE LICENSED PROGRAM EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY HEREUNDER TO LICENSEE OR A THIRD PARTY, FROM ANY CAUSE OF ACTION WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, EXCEED THE AMOUNTS PAID TO LICENSOR FOR THE SERVICES HEREUNDER GIVING RISE TO THE CLAIM IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO THE CLAIM. THIS IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS AGREEMENT BY LICENSOR.

Licensor shall not be liable for any loss resulting from a cause over which Licensor does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines; telephone or other interconnect problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet service providers or other equipment or services relating to Licensee's computer; problems with intermediate computer or communications networks or facilities; problems with data transmission facilities, telephone or telephone service; or unauthorized access, theft, operator errors, severe weather, earthquakes or labor disputes. Licensor is not responsible for any unforeseeable damage to Licensee's computer, software, modem, telephone or other property resulting from Licensee's use of the Services.

11. Confidentiality. Each party shall have access to information that is confidential to the other party ("Confidential Information") including but not limited to with respect to Licensor, the Licensed Program and the Services, and with respect to Licensee, the Customer Data, and any other information which is not otherwise readily available in the public domain and specifically including all information marked "confidential". The parties agree (i) not to make each other's Confidential Information available to any third party, (ii) not to use each other's Confidential Information except to perform this Agreement, (iii) to hold each other's Confidential Information in confidence during the term of this Agreement and thereafter, and (iv) no adequate remedy at law exists for breach of this Section 11 and any such breach would cause irreparable harm to the non-breaching party whom shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it has at law or otherwise. Either party may make such disclosures as may be necessary by reason of legal, accounting or regulatory requirements beyond either party's reasonable control provided the disclosing party first provides the other party with sufficient notice of such required disclosure so the other party has a reasonable amount of time to obtain a protective order. Confidential Information shall not include information that (i) is in the public domain through no act or omission of the other party, (ii) was in the other party's lawful possession prior to the disclosure, (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure, or (iv) is independently developed by the other party.

12. Title to Equipment. Unless otherwise specified on any Order Form, and in such case only after payment in full of applicable fees as set forth in that Order Form, Licensor or its suppliers shall retain the title to any and all equipment or other facilities utilized in connection with delivery

of the Services (collectively the "Equipment"), and this Agreement shall not, and shall not be deemed to, convey title to the Equipment to Licensee. LICENSEE ACKNOWLEDGES THAT THE PRODUCTS ARE NOT MANUFACTURED BY LICENSOR. LICENSOR WILL EITHER DELIVER THE MANUFACTURER'S WARRANTY DIRECTLY TO LICENSEE OR PASS THROUGH THE MANUFACTURER'S WARRANTY TO LICENSEE DEPENDING UPON THE APPLICABLE MANUFACTURER'S POLICY.

13. Force Majeure. If Licensor's performance of any obligation under this Agreement is prevented, restricted or interfered with by causes including failure or malfunction of Licensee-supplied equipment, disruptions of Internet protocol ("IP") service through intermediate carriers other than Licensor, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Licensor shall be excused from such performance on a day-to-day basis during such restriction or interference.

14. Notices. All notices required or permitted to be given hereunder shall be in writing and deemed given (a) when personally delivered, (b) one (1) day after delivered to an overnight courier guarantying next day delivery, or (c) three (3) days after deposited in the United States mail, postage prepaid, sent certified or registered. All notices shall be addressed to the parties at the addresses specified above or to such other address as hereafter designated in writing by the applicable party in the manner provided in this Section 14 for the giving of notices.

15. General Provisions.

15.1 Entire Agreement. This Agreement, together with the attached Schedules, constitutes the entire understanding and agreement between Licensee and Licensor with respect to the subject matter hereof and supersedes all proposals and prior agreements and understandings, oral or written, and any other communications between the parties regarding this subject matter. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto (and their respective successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement.

152 Assignment; Subcontract. No part of this Agreement may be assigned without the prior written consent of the other party except either party may assign this Agreement without prior written consent in the event of a merger, a reorganization, a sale of all or substantially all of its assets or a similar event. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns.

153 No Amendment or Waiver. No provision of this Agreement will be deemed waived, amended or modified unless made in writing and signed by both parties. No waiver of rights shall constitute a subsequent waiver of any rights whatsoever. The failure of either party to enforce any provision hereof shall not constitute the permanent waiver of such provision.

154 Severability. The provisions of this Agreement are severable and any provision determined to be void or unenforceable shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of this Agreement and such invalid provision shall be replaced with an enforceable provision which achieves to the greatest extent possible the parties' original intent.

155 Remedies. No remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

156 Execution and Counterparts. This Agreement may be executed in writing in counterparts or the terms and conditions accepted electronically by the parties in counterparts, which in either case taken together shall constitute one legal instrument. .

157 Governing Law. This Agreement shall be governed by the State of Delaware without regard to conflicts of law principles.

158 Publicity. Licensee hereby authorizes and permits Licensor to use Licensee's name in customer lists and other promotional materials naming Licensee as a customer of Licensor and a user of the Services.

Schedule A

Services Level Agreement

This Schedule is part of the “Limited Use License Agreement” (the “Agreement”) entered into by and between Licensor and Licensee as such terms are defined in the Agreement. Licensor reserves the right to make reasonable modifications to this policy at any time by emailing a new version of this document to Licensee at <http://www.smartspaceplc.com> Revisions are effective immediately.

Licensor’s Services Level Agreement (“SLA”) is to provide the Licensee with uninterrupted access to the purchased Services 99.5% of the time.

Monthly Uptime: Monthly Uptime means the percentage calculated as 100% less the ratio of total Unscheduled Downtime in a given calendar month to the total number of hours in that month, rounded to the nearest one-tenth percent (0.1%). For example, if total Unscheduled Downtime is 1.5 hours during a given calendar month, and total number of hours in that month is 744, the Monthly Uptime would be 99.5% ($100\% - (1.5 / 744)$).

Unscheduled Downtime: Unscheduled Downtime is defined as a period of time where the Services are unavailable to the Licensee. Unscheduled Downtime does not include periods where the Services is unavailable to the Licensee as a result of: (a) Scheduled Maintenance, (b) interruptions caused by the negligence, error or omission of Licensee or others authorized by Licensee to use or modify the Services, (c) Licensee’s applications, equipment, or facilities including Licensee premise wiring, (d) acts or omissions of Licensee, or any use of the Services authorized by Licensee, (e) reasons of Force Majeure (as defined in the Agreement), (f) interruptions from Licensee’s use of Services in violation of the Licensor’s Acceptable Use Policy (Schedule C), (g) interruptions resulting from a Licensor disconnect for non-payment, (h) problems in the Licensed Program application that do not preclude use of primary application functions, (i) interruptions during any period when Licensee has released Services to Licensor for maintenance or rearrangement purpose, or for the installation of a Licensee service order; and/or (j) interruptions during any period when Licensee elects not to release the Services(s) for testing and/or repair and continues to use the Services on an impaired basis. Unscheduled Downtime is from the time Services unavailability is reported to Licensor to the time that Services availability is restored.

Scheduled Maintenance: Scheduled Maintenance shall mean any maintenance performed by Licensor or its Partners (a) for which Licensee is notified 48 hours in advance, or (b) that is performed during a standard maintenance window outside North American standard business hours (Mondays-Fridays 6AM – 8PM US Central Standard Time). Notice of Scheduled Maintenance will be provided to Licensee’s designated point of contact by email. Licensee agrees that it is Licensee’s obligation to make sure Licensor has correct contact information for Scheduled Maintenance notification purposes.

Schedule B

Hosting Infrastructure

This Schedule is part of the “Limited Use License Agreement” (the “Agreement”) entered into by and between Licensor and Licensee as such terms are defined in the Agreement. Licensor reserves the right to update the hosting infrastructure at any time. Licensor or its partners will deliver Services via the Licensor hosting infrastructure, which is designed to provide commercially reasonable levels of security and availability.

Data Security

1. Application security ensures complete segregation and privacy of customer data.
2. Licensee owns their data; Licensor will provide Microsoft SQL Server formatted backups upon request for a nominal fee.

Schedule C

Acceptable Use Policy

This Schedule is part of the “Limited Use License Agreement” (the “Agreement”) entered into by and between Licensor and Licensee as such terms are defined in the Agreement.

This Acceptable Use Policy ("Policy") outlines unacceptable uses of the Services. Licensor may make reasonable modifications to this Policy from time to time by posting a new version of this document on the Licensor's web site www.smartspcaeplc.com. Revisions are effective immediately upon posting. Questions about this Policy (e.g., whether any contemplated use is permitted) and reports of violations of this Policy should be directed to inquires@smartspaceplc.com

The Policy:

Licensee agrees to use the Services in accordance with all applicable local, state and federal laws, and this Policy which shall specifically include, as determined by Licensor in its reasonable judgment, NOT using the Services to:

- (i) conduct any business or activity or solicit the performance of any activity that is prohibited by law, tortuous, or interferes upon the use of Licensor's system by other licensees and customers.
- (ii) disseminate, display, send, transmit or receive any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, malicious, or violent, regardless of whether the material or its dissemination is unlawful;
- (iii) disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email including unintended sending of unsolicited commercial email due to unauthorized access to Licensee's use of the Services, whether or not the recipient wishes to receive such mailings;
- (iv) access, send, receive, display, disclose, or store any content in violation of any copyright, right of publicity, patent, trademark, service mark, trade name, trade secret or other intellectual property right or in violation of any applicable agreement, or without authorization;
- (v) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication;
- (vi) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions;

- (vii) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which Licensee does not have authorization to access or at a level exceeding Licensee's authorization;
- (viii) disseminate or transmit any virus, worms, trojan horse or other malicious, harmful or disabling data, work, code or program;
- (ix) engage in any other activity deemed by Licensor to be in conflict with the spirit or intent of the Agreement or any Licensor policy as examples listed in this Policy are not exhaustive.

Failure to Comply:

Failure to comply with this Policy in Licensor's reasonable judgment may result in the immediate termination of Services, responding to law enforcement requests, or any other action deemed necessary by Licensor in order to protect its network, customer relationships, and commitment to the highest possible quality of service. Licensor will cooperate with law enforcement in cases where the Services are being used for any suspected illegal activity.

Reporting Violations:

Violations of this Policy are unethical and may be deemed criminal offenses. Licensee shall report to Licensor any information Licensee may have concerning instances in which this Policy has been or is being violated. Licensor may at any time initiate an investigation of any use of the Services for compliance with this Policy and Licensee agrees to cooperate.

Malicious Activity:

Intended: Attempts to exploit other devices or services on and off the Licensor's hosted service without the permission or implied permission of that party are not permitted. Violations of system or network security may result in criminal and civil liability. Licensor will cooperate with law enforcement if a criminal violation is suspected. Licensor will limit any traffic from the offending device or network immediately.

Unintended: Licensor will notify Licensee of an exploited device being used for potential malicious activity. If the activity is causing severe damage or strain to other devices or networks, Licensor will limit traffic to and from that device immediately. Otherwise Licensor will notify Licensee and give a reasonable amount of time to secure the device before limiting traffic to and from that device.



SMARTSPACE
SOFTWARE

County of Fresno – Pontiac Way

SCOPE OF WORKS – SmartSpace Workplace ‘Pontiac Way’ PROJECT

June 2019

VERSION 1.0



SMARTSPACE

Company Number: 05332126 | VAT Registration no: GB 174 9493 61
Registered Office: 250, The Village, Butterfields, Great Marlings, Luton, LU2 8DL

US: Austin: 801 Barton Springs Rd, 9th Floor, Austin, TX
UK: Luton: 250, The Village, Butterfields, Great Marlings, Luton, LU2 8DL
Bristol: 10 Victoria Street, Bristol, BS1 6BN
London: 67 Clerkenwell Road, Farringdon, EC1R 5BL
Mildenhall: Norderstedt House, James Carter Rd, Mildenhall, IP28 7RQ

STATEMENT OF WORK

Setup and Configuration of SmartSpace Workplace Platform for Customer

SOW START DATE: July 9, 2019

Quote Ref:

Job Ref:

PO Ref:

This Statement of Work ("**SOW**") is issued subject to the Limited Use Software License Agreement ("**Agreement**") between **County of Fresno** ("**Customer**"), located at 333 W. Pontiac Way, Clovis, CA 93612, and **SmartSpace USA Inc.**, whose principle place of business is 801 Barton Springs Rd, 9th Floor, Austin, TX, a SmartSpace Software Plc Company, ("**SmartSpace**") dated July 9, 2019.

All capitalised terms used in this SoW that are not defined herein, shall have the same meaning as in the Agreement.

1. BACKGROUND

Customer has selected SmartSpace's workplace management platform to provide an improved colleague experience at its Hamilton Avenue Offices, and to provide the following features:

- Enable end users and administrators to schedule, track and control:
 - Meeting rooms
 - Desks; and
 - Visitor management
- Management of bookable resources through business rules and employee permissions;
- Enable booking and processing of related catering; and
- Enable booking of audio/visual services.

Purpose

The primary objective of this document is to provide a clear understanding of the services that are to be performed by SmartSpace. Services should commence within 30 days of executing this SOW.

2. SCOPE OF WORK

SmartSpace agrees to provide the following Services to Customer:

- 1.1 Implementation of the core SmartSpace Workplace platform and application provision at Hamilton Avenue, to include:
 - (a) SmartSpace Meetings
 - (i) Ordering advances services: catering; audio visual;
 - (b) SmartSpace Desk
 - (c) SmartSpace Visitors
 - (d) SmartSpace Events
 - (e) SmartSpace Calendar Add-in
 - (f) SmartSpace Mobile:
 - (i) Wayfinding
 - (ii) SmartSpace Desks
 - (iii) SmartSpace Meetings

- 1.2 Provision of the following Hardware at Hamilton Avenue, to include:

- (a) **Conference Room Panels**

The panel will allow users to view the room status, book meeting room, finish and extended meetings if required.

Specification of the meeting room panels:

TECHNICAL INFO	
Display	8-inch capacitive touch with anti-fingerprint treatment
Wi-Fi	<ul style="list-style-type: none"> • 802.11 a/b/g/n
Ethernet	<ul style="list-style-type: none"> • RJ-45, 10/100/1000 Mbit • PoE & PoE + • IEEE 802.3af
RFID	<ul style="list-style-type: none"> • 13.56 MHz reader • ISO/IEC 14443A/B • Supports MIFARE 4K/1K card (does not support ISO/IEC 15693 or MIFARE Ultralight C)
Power	<ul style="list-style-type: none"> • Power over Ethernet (PoE), or • 12V AC/DC power adapter (accessory)
Sensors	<ul style="list-style-type: none"> • Proximity sensor • Ambient light sensor
Mounting	<ul style="list-style-type: none"> • Mounting options for both standard and glass walls • 5-way cable exit option for easy and neat installation
Other	<ul style="list-style-type: none"> • 3-way indirect light aura to make room status visible already from a distance • Remote management with multi-site support

	• Real-time monitoring & statistics
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COMPATIBLE PLATFORMS
• Microsoft Office 365
• Microsoft Exchange 2016
• Microsoft Exchange 2013

Assumptions

1.3 This SOW and the corresponding Charges have been based on the following Assumptions:

- (a) Customer shall be responsible for the overall program management of the Project;
- (b) Customer shall assign a Project Manager as the single point of contact for the Project;
- (c) Customer shall supply any graphics or images required for the Project in a suitable format, either .JPG, .GIF or another format agreed between the parties;
- (d) Where integration is required with the Customer's back-end systems, the Customer's IT team will provide all required information and data files to SmartSpace and, where appropriate, will follow configuration guidelines and instructions given by SmartSpace;
- (e) Customer shall ensure that required personnel and resources are available in line with agreed project plan, and shall advise SmartSpace if there is any change to availability;
- (f) Customer shall be responsible for all end user training which will be carried out by Customer's administrator users;
- (g) Customer's administrator users shall be the first point of contact for all user enquiries during the Project;
- (h) All Services shall be delivered remotely unless expressly agreed to be on site as specified in the project plan;
- (i) Customer, where authorised in line with the Customer's security policy, shall provide SmartSpace with remote access through VPN connection. Where Customer is unable to provide such remote access, Customer shall provide web conferencing facilities at Customer's cost which allow for Customer personnel to share desktops with SmartSpace personnel;
- (j) There is no development work being completed as part of this Project. All Services to be provided are based on product features and functionality available as part of SmartSpace's Workplace solution, and are configured for use by the Customer;

- (k) The Customer shall keep all physical assets in the same formation following mapping, and if any changes are required the Customer shall notify SmartSpace to ensure that any changes do not impact the recording and reporting functionality. If the changes impact recording and/or reporting, additional charges may be incurred at the rates given in the rate card to rectify;
- (l) Integration between SmartSpace Workplace Outlook Plug-in will be through Outlook Exchange;
- (m) All configuration shall be undertaken by Customer with support from SmartSpace provided through training and mentoring;
- (n) All training sessions are to be provided via the web using web conferencing; and
- (o) A number of training sessions in resource administration are provided under this SOW and are detailed in the high-level project plan. Additional training days can be purchased if required.

Dependencies

- 1.4 The following are dependencies for the Project, if the Customer is unable to fulfil, either partially or fully, the dependencies the timelines for the Project may be impacted and additional Charges may be incurred:
- (a) Map creation to be based on Customer-provided assets:
 - (i) All mapping files to be provided in a suitable format to be agreed between SmartSpace and Customer;
 - (ii) DWFX files for each floor to be mapped, required to be provided by Customer must include machine readable text fields and layer information; and
 - (iii) All site information, including meeting room names, neighbourhoods/zones, building names to be submitted by Customer in a template to be provided by SmartSpace.
 - (b) Customer shall attend all planned reviews and meetings; failure to attend may result in project dates being pushed back;
 - (c) Customer shall ensure a member of their IT personnel is available for the project to provide on-site technical activities relating to the Customer's systems and software;
 - (d) Customer will be provided with a spreadsheet for data capture and this must be completed prior to the System Rules Workshop taking place;
 - (e) Customer shall provide access to their Microsoft Exchange platform for connection to the supplied Hardware and Services;
 - (f) Customer shall ensure that all mobile devices intended to use SmartSpace Mobile shall run either Android 8.0 or later; or iOS 10.0 or later; and have Bluetooth version 5.0 or above functionality;

- (g) Customer shall ensure the panels have appropriate power and connected to the network. Customer shall inform SmartSpace once completed to schedule installation.
- 1.5 The Customer should notify SmartSpace as soon as they became aware of an issue relating to a dependency or assumption for the parties to resolve through the agreed project governance.

Deliverables

In-Scope:

- 1.6 SmartSpace shall provide the following Deliverables and Services:
- (a) Project Plan following Kick-Off meeting
 - (b) Custom configuration of system rules
 - (c) Super-user training agenda
 - (d) Admin user training agenda

Out of Scope:

- 1.7 The following professional services are out of scope for this Project:
- (a) Data migration

SmartSpace Workplace comes with the ability to upload a spreadsheet of resources, users and resource reservations (not including associated services). Should formal data migration be requested, a copy of the existing database or API will be required for an estimate to be carried out. Data mapping will be carried out and, once completed SmartSpace will import the data into SmartSpace Workplace.

The success of the conversion is contingent on Customer providing correct data for the conversion process. Data required to fully utilize the SmartSpace Workplace solution will have to be entered manually if it is not available in an electronic format.
 - (b) Custom development

SmartSpace's Application Programming Interface ("API") can be a powerful tool in developing integrations with 3rd party solutions. The API can be provided to clients to carry out their own integration or this can be undertaken by SmartSpace engineers. Scoping is required.
 - (c) Custom training material

SmartSpace can provide custom reference guides and manuals. Tutorial videos can also be created which are intended to be no longer than 5 minutes and which can be uploaded to Customer's intranet for employees to view.

- (d) End user training
In-scope training is provided on a “train the trainer” basis. However, SmartSpace Project Managers can also be made available to train Customer’s end users.
 - (e) Custom reports
SmartSpace Workplace solution comes with a wealth of standard reporting which is available to all clients. However, on occasion, there are specific reporting requirements and custom reports can be created.
 - (f) Federated Single Sign-On
When Single Sign On beyond basic Active Directory / LDAP integration is required, the full requirements will need to be understood and analyzed.
- 1.8 The supply and provision of the following hardware is out of scope for this Project:
- (a) iPad
If the Customer opts to purchase hardware the following models are supported for SmartSpace Visitors, which must be capable of running iOS 10 or later:
 - (i) iPad Air
 - (ii) iPad Air 2
 - (iii) iPad (2017) 9.7 - inch
 - (iv) iPad Pro 10.5 - inch
 - (v) iPad Pro 12.9 - inch
 - (b) iPad Stand
If the Customer opts to purchase hardware, SmartSpace recommend the following as options:
 - (i) <https://hecklerdesign.com/>
 - (ii) <https://www.bosstab.com/tablet-stands/>
 - (c) Label printer for visitor passes
If the Customer opts to purchase hardware the following models are supported for SmartSpace Visitors:
 - (i) Brother QL-820NWB
 - (ii) Brother QL-810W
 - (iii) Brother QL-710W
 - (iv) Brother QL-720NW

Project Approach

SmartSpace follow a comprehensive implementation model which is a hybrid of PRINCE2 using the sequential nature and stage management principles and an agile delivery method to allow for flexibility during the technical phases.

The SmartSpace implementation methodology has 5 key phases. These phases will move you seamlessly from sales handover throughout the deployment and transition you to client services and support:

1	Initiation	We will define the project objectives, goals, scope and confirm the governance with you that will be used throughout the project.
2	Requirements Gathering	We will workshop the user journeys with you to ensure we understand your configuration requirements.
3	Deployment	We will configure all elements of the platform as per the requirements captured.
4	User Acceptance Testing	We will support you through testing the end to end process in order to sign off ready for go live.
5	Go Live	We will deploy the solution to all users and handover to our client services and support teams.

The Project Initiation Document ("PID") will provide an escalation process for any issues that may arise which cannot be resolved by the immediate project team, which will include contact details for the Executive Sponsor allocated to the Project.

SmartSpace shall obtain sign-off at the end of each Project phase, all key agreed milestones and deliverables as specified in the PID. Sign-off at the end of each phase shall be in the format provided in the Project Plan.

High Level Project Outline

The below table provides a high-level outline of the project, including indicative durations for each phase of the Project. These durations are based on average timings for deployment and configuration and will vary based on the size of your estate and your requirements.

A detailed Project Plan will be produced during the Initiation phase which shall include the applicable durations for your Project and outline any Dependencies which may impact the timeline for your Project.

Phase	Task	Description	SmartSpace	Customer
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Initiation	Sales Handover	The sales handover meeting will ensure that all information is handed over to the project team to start planning the implementation	X	
	Teams and Resources	Project team will be established, and resources required secured.	X	
	Kick Off Meeting	Meeting to be conducted via web conference We will define all project governance of how the project will be controlled and managed.	X	X
Requirements Gathering	Workshops	User stories will be workshopped to define the requirements for the implementation consultant to configure the solution.	X	X
	Data Prerequisites	Data templates will be provided to ensure we have the correct information ready for import. These templates will be discussed with you to ensure you understand how to complete them.	X	X
	Sign Off	Documentation created from the workshops will be required to be signed off by the project sponsor and will be used to configure, test and control the project scope		X
Deployment	Data Import	The data will be imported using the completed templates and verified.	X	
	System Rules Workshop	SmartSpace implementation consultants will assist and guide Customer with the setup of all	X	X

		configurable system rules within the platform. Together we will assure that they are set up as required by Customer. The workshop will be conducted remotely via an online meeting. During the workshop, administration expertise will be transferred to Customer who will be responsible for the actual configuration of the system.		
	Configuration	The platform will be configured as per the agreed specification and tested to ensure quality assured.	X	
	Solution Presentation	Once the solution has passed QA the project team will present the solution to you ready for you to start UAT	X	X
User Acceptance Testing	Super User Training	The project team will train super users on elements of the platform to complete UAT and to enable them to train all users. The training will be conducted in two one-hour sessions.	X	X
	Admin Training	Admin training will cover the core functionality of the platform. Training is to be conducted via an online meeting. The training will be conducted in two to four-hour sessions.	X	X
	UAT	UAT scripts and test plan will have been created by you during the earlier phases. Full end to end platform test will be required and	X	X

		issues/change requests will be documented and triaged.		
	Issue Resolution	All issues/change requests will be reviewed, and resolutions discussed with you. Following these changes regressions testing will be required before formal sign off of the solution ready for go live.	X	
Go Live	Live Deployment	All elements of the platform will be provided ready to deploy to all users. The project team will be on hand to ensure a smooth transition to live.	X	X
	Support & Client Services Handover	Support and Client Managers will be involved in the project during UAT phase and this will be the formal handover as you move into BAU.	X	
	Project Review	Following go live a project review meeting will take place where we will discuss project success against the objectives and goals.	X	X

On sign-off the relationship will hand-over to the SmartSpace Client Services team which includes Support, Client Relationship and Change Management. Your assigned Project resource will remain in contact for an agreed aftercare period.

Project Initiation Document & Project Plan

A Project Plan shall be developed which will provide the granular detail for the phases and task listed above. The Project Plan will provide detail of tasks to be undertaken by the Customer as well as the expected timeline for these tasks.

Any specific success criteria shall be agreed between the parties and captured in the PID.

SmartSpace Project Team

1.9 Your SmartSpace Project Team will include the following:

Role	Responsibilities
Project Manager	Your assigned project manager will be your main point of contact throughout the project lifecycle. Their main responsibilities will include project planning, governance, updates and risk/issue management. The project manager is responsible for completing a review of the project with you during the go live phase to ensure that the success criteria has been achieved.
Project Coordinator	Your project coordinator will be supporting the project by ensuring all prerequisites and project tasks are completed on time and updating the project manager accordingly.
Implementation Consultant	Your implementation consultant will provide the technical skills required to complete the deployment and configuration of the platform. They will also provide support throughout the UAT and go live phases.
Executive Sponsor	The Executive Sponsor will provide assurance and will act as an escalation point for resolution of any disputes in relation to this SOW.

The PID shall name the individuals who will make up the Project Team.

3. CHARGES

1.10 Capital Charges for Deliverables included within this document

Setup and configuration of SmartSpace Workplace platform at Hamilton Avenue, TX, United States	
Planning (PS-SS-ONDEMAND-PLAN)	\$9,600
Deployment (PS-SS-ONDEMAND-DEPLOY)	\$4,800
Acceptance (PS-SS-ONDEMAND-ACCEPT)	\$1,600
TOTAL:	\$16,000

1.11 Invoices will be submitted to Customer according to the following schedule

- (a) 75% of total charges payable on confirmation of order
- (b) 25% of total charges payable following sign-off of Go Live.

Out of Pocket Expenses ("OPE")

- (a) OPE refers to any international travel and expense incurred by SmartSpace Staff outside United Kingdom. All such expenses must be approved by the Customer Project Manager prior to SmartSpace Staff's travel to Customer's premises.
- (b) The OPE when charged to Customer will be based on actual expenses incurred. Any increase in OPE must be approved by the Customer Project Manager.
- (c) All OPE must be separately itemised in invoices submitted to Customer and receipts for such OPE shall be appended to such invoices no later than 30 days from the date on which they were incurred and paid by SmartSpace. OPE shall be charged to Customer on a pass-through cost basis.

4. GENERAL TERMS

Customer and SmartSpace hereby acknowledge and agree that:

- (a) each of them has read this SoW and understand its contents;
- (b) upon the signature of this SoW by each party's duly authorised representative as set out below (who may or may not be the Representative set out above), each of them will be bound its terms and conditions;
- (c) payment terms are (45) days from the invoice date;
- (d) Customer has the right to determine whether to use or refrain from using any recommendations made by SmartSpace;
- (e) SmartSpace and Customer will commit the necessary resources and management involvement to support the Project and perform the agreed scope, deliverables, acceptance, and other obligations identified in this Statement of Work in a timely and complete manner;
- (f) Customer will have no obligation to pay for, and SmartSpace will have no obligation to perform, Services which are not outside the scope of this SOW, unless otherwise agreed in writing between the parties and signed by the duly authorised representatives of both parties;
- (g) this SoW is incorporated into the Agreement in relation to the provision of the Services and/or Deliverables described in this SoW, on the provisions of this SoW and of the Agreement (which are deemed to be incorporated by reference into and to form an integral part of this SoW);
- (h) this SoW, the Agreement and any other referenced document within this SoW and/or the Agreement (when read together) comprise the complete and exclusive statement of the agreement between Customer and SmartSpace, superseding all proposals or prior agreements, oral and written, and all other communications between the parties relating to the subject matter thereof;
- (i) In the event and to the extent of an inconsistency between the provisions of this SoW and the Agreement, the provisions of the Agreement shall prevail unless the provisions of this SoW specifically and expressly modify and/or supersede the provisions of the Agreement. For the avoidance of doubt, such modification or superseding shall apply only to:
- (j) The particular engagement to which this SoW relates: and the Services and/or Deliverables provided under this SoW, and not to any other Services and/or Deliverables or any other SoW.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be signed by their duly authorized representatives:

For and on behalf of

County of Fresno

For and on behalf of

SmartSpace USA Inc

Name:

Name:

Title:

Title:

Date:

Date:



SMARTSPACE
SOFTWARE



SMARTSPACE

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