SADA Systems, Inc.
G SUITE CUSTOMER AGREEMENT

This **G SUITE CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of February, 28th, 2017 (the "Effective Date"), between SADA Systems, Inc., a California corporation, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and El Dorado County, a California County with offices at 360 Fair Lane, Placerville, CA 95667 ("Customer").

1.   PRODUCTS AND TERMS OF SERVICE

1.1   Provision of Products. This Agreement establishes the terms under which SADA, as an authorized reseller of Google, Inc. ("Google"), will provide Customer with access to the G Suite products set forth in the Ordering Document (the "Products") and account activation. Customer acknowledges and agrees that this Agreement and the Google TOS (as defined in Section 1.3) govern Customer's use of the Products and the support services described in Section 1.2, but do not govern the implementation and deployment services performed by SADA for Customer, if any, which will be performed under the terms of a separate Master Professional Services Agreement between SADA and Customer.

1.2   Support. Customer will respond to questions and complaints from Customer's individual end users who use the Product(s) (such individuals, "End Users") or third parties relating to Customer's or End Users' use of the Products. SADA will provide front-line technical support directly to Customer's technology administrators with respect to questions, complaints and other support issues that Customer cannot resolve, and SADA is hereby authorized by Customer to submit Customer support issues to Google on behalf of Customer. Customer may also escalate support requests to Google in accordance with Google's applicable technical support guidelines (the "TSSG") for the Product(s). Google will only provide customer support to Customer in accordance with the Google TOS.

1.3   Google Terms of Service. The Product(s) will be provided by Google. The Google TOS will govern Customer's access to and use of the Product(s). For purposes of this Agreement, the "Google TOS" means those terms of service that govern use of the Product(s) and that must be entered into directly between Google and Customer, prior to Customer's first log in to the Product(s), via acceptance by Customer when presented by Google online. The Google TOS can be viewed at https: www.google.com/apps/intl/en/terms/reseller_premier_terms.html (or such other URL as Google may provide). Customer understands and agrees that Customer will be required to accept the Google TOS before accessing or using the Product(s). Capitalized terms used in this Agreement that are not defined herein are defined in the Google TOS. The Google TOS is a contract between Customer and Google. SADA will have no liability for performance of the Products, other than as set forth in this Agreement.

1.4   Service Levels. The Product(s) are governed by the service level agreement ("SLA") set forth in the Google TOS. If Google fails to comply with the SLA, Customer will be eligible to receive those remedies set out in the Google TOS and must request such remedies directly from SADA. Customer's sole and exclusive remedy in the event of an SLA breach will be the remedies set forth in the applicable SLA.

1.5   Communications with Google. Customer hereby consents and agrees that Google may communicate directly with Customer: (A) to conduct customer service and satisfaction surveys; (B) to the extent required to provide options regarding continuity of the Product(s) (including, if applicable, any scenario in which SADA's authorization to continue to resell or provision the Product has been terminated); and (C) for purposes related to the provisioning of the Product(s) to Customer's account, in relation to any Product updates or security incidents.

SADA Google Apps for Work Customer Agreement
Version 3.23.16

2.   CUSTOMER REPRESENTATIONS AND OBLIGATIONS.

2.1   Compliance with Law; Compliance with Agreement. Customer will comply with all laws, rules and regulations applicable to its use of the Product(s). Customer acknowledges and agrees that Customer is responsible for ensuring that it and its End Users use the Product in accordance with the Google TOS.

2.2   Customer Administration of the Products. Customer is responsible for: (A) maintaining the confidentiality of the password and administrative account(s) provided to Customer by Google for the purpose of administering End User accounts; (B) designating those of Customer's employees and SADA's employees who are authorized to access the administrative account; and (C) ensuring that all activities that occur in connection with Customer's administrative account comply with the Google TOS. Customer acknowledges and agrees that Google is merely a data processor and that neither SADA's nor Google's liability extends to the internal management or administration of the Products for Customer.

2.3   Consents. Customer is responsible for obtaining and maintaining any consents required from End Users to allow SADA to perform its obligations under this Agreement.

2.4   Privacy. Customer agrees to protect the privacy rights of its End Users in accordance with all applicable laws and regulations.

2.5   Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Product(s), and to terminate any unauthorized use. Customer will promptly notify SADA and Google of any unauthorized use of, or access to, the Product(s) of which it becomes aware. In addition, Customer agrees that it will not use the Product(s) in connection with any High Risk Activities.

2.6   Product Restrictions. Customer agrees that it shall not (i) resell, distribute, supply, lease or allow another third party to use the Product(s); or (ii) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer any Product or any part thereof, including the source code and any underlying ideas or algorithms of the software forming part of the Product(s).

3.   CHARGES AND PAYMENT

3.1   Payment. Customer's use of the Products is subject to payment of the fee(s) set forth in the Ordering Document to this Agreement. Unless otherwise provided in the Ordering Document, Customer will pay for the Products on a full prepaid basis for the Initial Term and each Renewal Term (both as defined in Section 4.1), to the extent applicable. Fees are due 30 days from the invoice date and are non-refundable, except as otherwise provided in the Google TOS. SADA will have the right to change the fee once each year, effective with the next renewal date. SADA will notify Customer of any fee increase at least 30 days prior to the expiration of the then-current term.

3.2   Support Charges. Any support to be provided by SADA under Section 1.2 of this Agreement will be performed on business days between the hours of 9:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. Any support services requested by Customer outside these hours will be billed to Customer at an hourly rate of $292.50.

3.3   Taxes. Customer is responsible for any taxes and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will increase the payment to SADA so that the amount received by SADA is the same as it would have been if no taxes were withheld.

3.4   Overdue Payments. Until paid in full, delinquent payments will bear interest from the first date of delinquency at the lower of 1.5% per month or the highest rate permitted by law. Customer is responsible for all reasonable expenses (including legal fees) incurred by SADA in collecting unpaid or overdue amounts, except where these unpaid or overdue amounts are due to billing inaccuracies attributable to SADA.

4.   TERM, TERMINATION, SUSPENSION AND ADDITIONAL END USER ACCOUNTS

4.1   Term. The term of this Agreement will begin on the Effective Date and will continue for an initial period as set forth in the Ordering Document (such period, the "Initial Term"). At the end of the Initial Term, this Agreement will renew automatically for consecutive renewal terms of 12 months (each, a "Renewal Term"), unless terminated by either party by providing the other party written notice of non-renewal at least 60 days prior to the end of the then-current term. All terms and conditions of this Agreement shall apply during each Renewal Term, except for the fees. The fee for each Renewal Term will be the rates then in effect as described in Section 3.1. SADA will invoice Customer, and Customer agrees to pay, for the renewal of the Product(s) as set forth in the Ordering Document and Article 3 above.

4.2   Termination. Either party may terminate this Agreement for cause upon written notice if the other party fails to cure any material breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that the period to cure a breach with respect to payment shall be ten days. Other than as may be provided elsewhere in this Agreement, such termination will be Customer's sole and exclusive remedy in the case of a material breach of this Agreement by SADA. This Agreement is also subject to early termination if Google terminates the Product(s) in accordance with Google TOS.

4.3   Effects of Termination. If this Agreement terminates, then the rights granted hereunder by any party to the other will cease immediately and Customer's access to the Product(s) will cease. Customer's access to Customer Data following termination will be as set forth in the Google TOS.

4.4   Suspension of Services. Without prejudice to SADA's rights under Section 4.2 (Termination), if Customer is in breach of its payment obligations under this Agreement and has failed to cure such breach within ten days of notice from SADA regarding such breach, SADA may suspend Customer's access to the Product(s) until such breach is cured.

4.5   Additional End User Accounts. Customer may alter the number of End User accounts per Customer domain at any time. For End User accounts added during the Initial Term or any Renewal Term, the initial term for such End User accounts will be pro-rated, beginning on the date of the applicable order and ending on the expiration of the applicable term. Customer may request End User accounts by notifying its designated SADA account manager. For each purchase of End User accounts,

SADA will issue a quote to Customer. End User accounts automatically renew in accordance with the terms of this Agreement, unless terminated by either party in accordance with the terms of this Agreement. SADA cannot transfer End User Accounts from one Customer domain name to another.

5.   CONFIDENTIAL INFORMATION; PRIVACY AND CUSTOMER DATA

5.1   Confidential Information. The provisions of the Google TOS regarding Confidential Information are incorporated into this Agreement by reference and will govern the exchange of Confidential Information between SADA and Customer under this Agreement. The exchange of Confidential Information between Customer and Google will be governed by the Google TOS.

5.2   Privacy; Customer Data.

(A)   For purposes of this Agreement, "Customer Data" means: (i) any data received by SADA from, or maintained by SADA on behalf of, Customer, its Affiliates and/or its End Users in connection with the resale of the Product(s) under this Agreement, including Personally Identifiable Information and End User passwords; and (ii) any Product administrative accounts accessed by SADA in connection with the resale of the Product under this Agreement, and any passwords for such accounts. For purposes of this Agreement, "Personally Identifiable Information" includes, without limitation, names, contact information (including, without limitation, email addresses, postal addresses and telephone numbers), government identification numbers, financial account numbers, payment card information, transaction information, credit report information, biometric information, IP addresses, network and hardware identifiers, protected health information, geolocation information, and any other information about individual persons or their use of the Product(s).

(B)   To the extent Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with regard to the Processing of Personal Data and on the Free Movement of Such Data (the "EU Directive") applies in relation to personal data included in Customer Data, Google and SADA are each a data processor with respect to any such personal data processed by it on Customer's behalf, and Customer is the data controller, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive.

(C)   With respect to any Customer Data that SADA processes on Customer's behalf, SADA will: (A) comply with, and only act on, instructions from or on behalf of Customer regarding the processing of that Customer Data; (B) not process that Customer Data for any purpose other than for the performance of SADA's obligations under this Agreement; (C) ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of that Customer Data and against loss or destruction of, or damage to, that Customer Data; (D) ensure the reliability of, and be responsible for, all of SADA's employees, agents and contractors who will have access to that Customer Data; (E) not disclose Customer Data except to employees, agents and contractors who need to know it; (F) not, by any act or omission, place Customer in breach of legislation implementing the EU Directive and any other applicable data protection and privacy legislation, guidelines and industry standards; and (G) inform Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, that Customer Data.

5.3 **Passwords**. For the avoidance of doubt, SADA will only change or reset Customer or End User passwords if and/or as instructed by Customer.

6. **INTELLECTUAL PROPERTY RIGHTS**. Except as expressly stated otherwise in this Agreement, neither party will acquire any rights, title or interest, in and to any of the Intellectual Property Rights belonging to the other party, or the other party's licensors. All ownership rights, title, and Intellectual Property Rights in and to the content accessed through any Products are the property of the applicable content owner and may be protected by copyright or other applicable laws. The parties acknowledge and agree that Google owns all Intellectual Property Rights in the Product(s). For purposes of this Agreement, "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law and other similar rights.

7. **DISCLAIMER**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SADA AND GOOGLE AND GOOGLE'S LICENSORS AND SUPPLIERS MAKE NO CONDITIONS, WARRANTIES, OR OTHER COMMITMENTS (WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMANCE WITH A DESCRIPTION) REGARDING THE PRODUCT(S) EXCEPT AS OTHERWISE EXPRESSLY STATED UNDER THIS AGREEMENT.

8. **INDEMNIFICATION.** The Google TOS includes certain indemnification obligations of Google to Customer. Customer agrees to indemnify SADA against third party claims to the same extent it indemnifies Google under the terms of the Google TOS.

9. **LIMITATION OF LIABILITY**. NEITHER PARTY WILL HAVE ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE, ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE AND INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOSS OF USE, OR LOSS OF DATA), OR EXEMPLARY OR PUNITIVE DAMAGES. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY CUSTOMER TO SADA FOR THE PRODUCTS DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY; provided that this dollar limitation does not apply to or limit either party's liability for: (A) death or personal injury resulting from its negligence or the negligence of its employees or agents; (B) fraud or fraudulent misrepresentation; (C) breach of Article 5 (Confidential Information; Privacy and Customer Data); (D) infringement of Intellectual Property Rights; (E) payment of the applicable fees for the Products; (F) indemnification obligations; or (G) matters for which liability cannot be excluded or limited under applicable law.

10. GENERAL PROVISIONS

10.1 Notices. All notices, consents, approvals, acknowledgements and waivers under this Agreement must be in writing and delivered to the applicable party, sent to the address for notification purposes set forth in the Ordering Document. SADA and Customer each agree that notices and other communications under this Agreement may be received by email, unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by facsimile or email. A party may change its address, facsimile number or designee for notification purposes by giving the other party written notice of the new address, facsimile number or designee and the date upon which it will become effective.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California, without regard to its choice of law principles. For any litigation that may arise under this Agreement, the parties consent to personal jurisdiction in and the venue (and waive any claim of *forum non conveniens*) of the state and federal courts located in Los Angeles County and Santa Clara County, California.

10.2 Binding Nature and Assignment. This Agreement will be binding upon the parties and their respective successors and assigns. SADA may assign this Agreement in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets or ownership interests. Any other assignment will be null and void, except with the other party's prior written consent.

10.3 Publicity. Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer trade name, trademark and/or logo) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

10.4 Third Party Beneficiary. The parties agree that Google is a third party beneficiary of this Agreement. There are no other third party beneficiaries to this Agreement.

10.5 No Agency. SADA, Google and Customer are independent contractors with respect to SADA's resale of the Product(s) and this Agreement does not create an agency, partnership or joint venture. Customer acknowledges that SADA is not an agent of Google and has no authority to bind Google.

10.6 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

10.7 Survival. The following provisions will survive any termination of this Agreement: Section 3.4 (Taxes), Article 5 (Confidential Information and Customer Data), Article 6 (Intellectual Property Rights), Article 7 (Disclaimer), Article 8 (Indemnification), Article 9 (Limitation of Liability), and this Article.

10.8 Force Majeure. Neither SADA nor Google shall be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

10.9 Severability. If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

10.10   Entire Agreement; Incorporation; Amendment and Waiver. This Agreement and the Ordering Document(s), each of which is incorporated herein for all purposes, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior or contemporaneous agreements on that subject. The terms of the Google TOS are hereby incorporated by this reference. Any amendment must be agreed upon in writing and expressly state that it is amending this Agreement. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver of discharge is sought to be enforced.

10.11   Counterparts; Electronic Signature. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic format, each of which shall be deemed and original and, which taken together, will constitute one instrument.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their duly authorized officers as of the date set forth above.

SADA Systems, Inc.   El Dorado County

_____   _____

Print name: _____   Print name:_____

Print title:_____   Print title:_____

SADA Systems, Inc.
GOOGLE APPS FOR WORK
ORDERING DOCUMENT

This Google Apps for Work Ordering Document (the "Ordering Document") and the corresponding Google Apps for Work Customer Agreement (the "Agreement") between SADA Systems, Inc. and Customer (as defined below) governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Customer Name	El Dorado County
Corporate Address	360 Fair Lane Placerville, CA 95667
Domain	edcgov.us

Contact	Main Contact	Accounts Payable
Full Name	David Russell	
Title		
Phone		
Email	david.russell@edcgov.us	

Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars:

Name	Price	QTY	Discount	Subtotal
G Suite Basic Account, per user Service from 02/06/2017 to 02/05/2018	$50.00	1,843	0%	$92,150.00
G Suite Vault Account, per user Service from 02/06/2017 to 02/05/2018 Postini Legacy Pricing ($13 / user / year)	$50.00	1,843	74%	$23,959.00

Subtotal	**$116,109.00**
Total	**$116,109.00**

Payment Terms:

Invoices and Payment:

Payment	Invoice Date	Amount
100% of Licenses	Agreement Signature Date	$116,109.00

SADA will invoice Customer for all amounts due under any executed Ordering Document or Statements of Work in accordance with the schedule set forth in such executed Statement of Work. Each invoice submitted to Client pursuant to this Agreement will be due and payable by Client within 30 days of receipt. Payment is accepted by check or ACH/EFT.

Bank Information	Remittance Address
Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) Wells Fargo Bank Swift Code: WFBIUS6 464 California St. San Francisco, CA 94104 Routing Number: 121042882 Bank Account Name: SADA Systems, Inc. Bank Account Number: 7757670067	**SADA Systems, Inc** 5250 Lankershim Blvd., Suite 620 North Hollywood, CA 91601 ATTN: Accounting

<u>Additional Licenses Purchased During the Term:</u>
Additional licenses will be billed on a prorated basis for the remaining portion of the signed term, at the rate set forth in this Order Document. Payment for additional licenses will be due in full upon receipt of an invoice, and will be exempt from the payment schedule above.

<u>Notices:</u>
Any notices under this Agreement will be directed, if to SADA, at:

Annie Safoian, Chief Financial Officer
SADA Systems, Inc.
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
Email: annie.safoian@sadasystems.com
Fax: 818-766-0090

and if to Customer, at the Main Contact above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems, Inc.	El Dorado County
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
Signature	Signature

SADA Systems, Inc.
GOOGLE APPS FOR WORK
ORDERING DOCUMENT

This Google Apps for Work Ordering Document (the "Ordering Document") and the corresponding Google Apps for Work Customer Agreement (the "Agreement") between SADA Systems, Inc. and Customer (as defined below) governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Customer Name	El Dorado County
Corporate Address	360 Fair Lane Placerville, CA 95667
Domain	edso.org

Contact	Main Contact	Accounts Payable
Full Name	David Russell	
Title		
Phone		
Email	david.russell@edcgov.us	

Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars:

Name	Price	QTY	Subtotal
G Suite Basic Account, per user Service from 02/06/2017 to 02/05/2018	$50.00	461	$23,050.00
Google Apps Vault Account, per user Service from 02/06/2017 to 02/05/2018 Postini Legacy Pricing ($13 / user / year)	$50.00	461	$23,050.00

Subtotal **$46,100.00**

Total **$46,100.00**

Payment Terms:

Invoices and Payment:

Payment	Invoice Date	Amount
100% of Licenses	Agreement Signature Date	$46,100.00

SADA will invoice Customer for all amounts due under any executed Ordering Document or Statements of Work in accordance with the schedule set forth in such executed Statement of Work. Each invoice submitted to Client pursuant to this Agreement will be due and payable by Client within 30 days of receipt. Payment is accepted by check or ACH/EFT.

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Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) Wells Fargo Bank Swift Code: WFBIUS6 464 California St. San Francisco, CA 94104 Routing Number: 121042882 Bank Account Name: SADA Systems, Inc. Bank Account Number: 7757670067	**SADA Systems, Inc** 5250 Lankershim Blvd., Suite 620 North Hollywood, CA 91601 ATTN: Accounting

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Annie Safoian, Chief Financial Officer
SADA Systems, Inc.
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
Email: annie.safoian@sadasystems.com
Fax: 818-766-0090

and if to Customer, at the Main Contact above.

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IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems, Inc.	El Dorado County
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
Signature	Signature