

# SADA Systems, Inc.

## GOOGLE MAPS API CUSTOMER AGREEMENT

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This **GOOGLE MAPS API CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of \_\_\_\_\_ (the "Effective Date"), between SADA Systems Inc., a corporation organized under the laws of the state of California, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and El Dorado County, CA, a County organized under the laws of the State of California with offices at 360 Fair Lane, Placerville, CA 95667 ("Customer"). In connection with this Agreement, Customer has entered into a corresponding ordering document ("Ordering Document") for the Services, the terms of which are incorporated by reference herein.

For purposes of this Agreement, "Services" means the Google Maps API and the APIs described at [http://www.google.com/enterprise/earthmaps/legal/us/maps\\_included\\_APIs.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_included_APIs.html) (or other URL as may be provided by Google).

### 1. LICENSES

**1.1 License to Customer.** This Agreement establishes the terms under which SADA, as an independent Google Enterprise Authorized Reseller, will provide Customer with a non-sublicensable, non-transferable, non-exclusive, terminable, limited license within the United States and Canada to: (A) use the Services to display the content provided through the Services (whether created by Google or its third party licensors) including, but not limited to, map and terrain data, photographic imagery, and traffic data ("Content") and Track personnel, vehicles or other assets ("Assets") solely in the Customer Implementation (as defined below); and (B) access, use, publicly perform and publicly display the Content in the Customer Implementation. For purposes of this Agreement, "Customer Implementation" means an internal or external software application or website that incorporates the Services in order to obtain and display Content in conjunction with Customer Content (as defined in Section 1.2). For purposes of this Agreement, "Track" means the use of an application to locate a moving physical asset on a map based on current latitude/longitude coordinates, which are provided to the application via a personal sensor.

**1.2 License from Customer.** When Customer submits queries via the Services that include Customer Content (as defined below), Google requires a license to that Customer Content so it can process the query and return results to Customer. By submitting Customer Content to Google through the Services, Customer grants to Google an irrevocable, sublicensable, non-transferable, non-exclusive, terminable, perpetual, limited license to reproduce, adapt, modify, translate and distribute this Customer Content. For purposes of this Agreement, "Customer Content" means any content that Customer provides in its Customer Implementation, including data, images, video or software. Customer Content does not include the Content.

### 2. CUSTOMER CONTENT

If a data storage API is purchased, Customer may upload and store Customer Content as part of the Services via the methods described in the Documentation (as defined below). Customer Content will not be returned to Customer, whether the Customer Content is physically shipped to SADA or Google, or entered by Customer, SADA, or Google. Customer is solely responsible for backing up its Customer Content. Neither SADA nor Google will bear any risk of loss for Customer Content. For purposes of this Agreement, "Documentation" means the Google proprietary documentation in the form generally made available by Google to its customers for use with the Google proprietary application program interface provided to Customer pursuant to this Agreement (the "Software") and set forth at the

following URL: [http://www.google.com/enterprise/earthmaps/legal/us/maps\\_documentation.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_documentation.html) (or such other URL as may be updated by Google).

### 3. MODIFICATIONS

**3.1 To the Services.** Subject to [Section 8.2](#) (Deprecation), Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about these changes.

**3.2 To URL Terms.** Google may make commercially reasonable changes to the AUP (as defined in [Section 5.3](#)), theGoogleMapsServiceLevelAgreementavailableat:

[http://www.google.com/enterprise/earthmaps/legal/us/maps\\_sla.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_sla.html)

(or other URL as may be provided by Google), and the TSSG (as defined in [Section 8.1](#)) (together, the "[URL Terms](#)") from time to time. If Google makes a material change to the URL Terms, Google will inform Customer, provided that Customer has subscribed with Google to be informed about these changes. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must notify Google within 30 days after receiving notice of these changes. If Customer notifies Google as required, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the Initial Term or then-current Renewal Term, as applicable. If the License Term is renewed, it will do so under the updated URL Terms.

### 4. RESTRICTIONS

**4.1 License Restrictions.** Unless Google specifically agrees in writing or through the Documentation, Customer will not:

- (A) hide or mask from Google the identity of the Customer Implementation, including by failing to follow the identification conventions listed in the Documentation;
- (B) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Services into any of Customer's products that it sells to third parties;
- (C) attempt to reverse engineer the Services or any component or attempt to create a substitute or similar service through use of or access to the Services;
- (D) modify, reorder, augment or manipulate search results in any way unless Customer indicates to the individual end users of the Customer Implementation ("[End Users](#)") that this has occurred;
- (E) use the Services for high risk activities like the operation of emergency services, nuclear facilities, air traffic control or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage ("[High Risk Activities](#)");
- (F) create or offer a "wrapper" for the Services, unless Customer obtains Google's written consent to do so. For example, Customer is not permitted to: (i) use or provide any part of the Service or Content in an API that Customer offers to others; or (ii) create a Customer Implementation that re-implements or duplicates the Services. Customer is not "wrapping" the Services if the Customer Implementation provides substantial additional features or content beyond the Services, and those additional features or content constitute the primary defining characteristic of the Customer Implementation;

- (G) use the Service or Content with any products, systems, or applications for or in connection with any of the following: (i) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a user's sensor-enabled device; or (ii) any systems or functions for automatic or autonomous control of vehicle behavior;
- (H) display business listings Content in any Customer Implementation that has the primary purpose of making available business, residential address, or telephone directory listings;
- (I) print more than 5,000 copies of sales collateral materials containing a screenshot of the Content for purposes of commercial sales lead generation or incorporate the Content as a core part of printed matter (such as printed maps or guide books) that is redistributed for a fee;
- (J) use the Services in a manner that gives access to mass downloads or bulk feeds of any Content;
- (K) use the Services outside the Billing Unit metrics (as defined in [Section 9.3](#)) and Customer domain specified in the Ordering Document (such Billing Unit metrics and specified Customer domain referred to as the "[Licensed Configuration](#)") or usage limits specified in the Documentation;
- (L) use content derived from the Services without a corresponding Google Map (ex: Geocodes obtained through the Services may not be used except with a Google Map); or
- (M) with respect to APIs that identify specific End User location information ("[EUL APIs](#)"), and any contradictory Agreement terms notwithstanding, Customer will not obtain or cache an End User's location without the End User's prior consent. Customer will notify End User in advance of the End-User data Customer intends to collect and if Customer intends to use EUL APIs with any other data provider's data. End User's consent to data collection under this section must be revocable at any time. Customer further agrees not to provide any personally identifiable information or device identifiers along with any Customer Content.

**4.2 Customer IDs.** "[Customer IDs](#)", meaning alphanumeric keys uniquely associated with Customer's account, are required and must be used according to the Documentation, and will be forwarded to Customer electronically. Google and SADA may not respond to requests with an invalid Customer ID. Customer's failure to use a Customer ID provided by Google will prevent access to the Services and nullify Google's and SADA's obligations under this Agreement.

**4.3 Third Party Components.** Any third party component embedded, included or provided by SADA for use with the Services may only be used in conjunction with the Services, and this use is subject to this Agreement and the Documentation. However, to the extent Services include components governed by open source licenses with provisions inconsistent with this Agreement, those components are instead governed solely by the applicable open source licenses. To the extent Services include components covered by open source licenses requiring the provision of corresponding source code for those components, Google offers the provision of that source code consistent with those licenses.

**4.4 Cache Restrictions.** Customer may not pre-fetch, retrieve, cache, index, or store any Content, or portion of the Services with the exception being Customer may store limited amounts of Content solely to improve the performance of the Customer Implementation due to network latency, and only if Customer does so temporarily, securely, and in a manner that (A) does not permit use of the Content outside of the Services; (B) does not manipulate or aggregate any Content or portion of the Services; (C) does not prevent Google from accurately tracking usage; and (D) does not modify attribution in any way.

**4.5 Development Kits.** Development kits may only be used for development or educational purposes, or both and are not permitted for use in a production environment. Technical support services (as described in [Section 8.1](#)) are included with development kits.

## 5. CUSTOMER OBLIGATIONS

**5.1 Advertising.** Customer can configure the Services to display advertisements served by Google through the Services (“Ads”), or not, to End Users in its sole discretion. Customer can enable Ads in the Customer Implementation by following the instructions in the Documentation.

**5.2 Domain.** Customer must own the domains listed on the Ordering Document. Additional domains may be added with the prior written approval of Google, which approval may be via email. Prior to providing the Services, SADA or Google may verify that Customer owns or controls the domains. If Customer does not own or control the domains, neither SADA nor Google will have an obligation to provide the Services to Customer.

### 5.3 Maps Terms, Privacy, Legal Notices and Acceptable Use Policy.

**(A) Compliance.** Customer agrees to comply with the terms for Google Maps set forth at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) (or other URL as may be provided by Google (“Maps Terms”), the legal notices set forth at [http://www.google.com/hel/legalnotices\\_mpas.html](http://www.google.com/hel/legalnotices_mpas.html) (or other URL as may be provided by Google (“Legal Notices”), and the Acceptable Use Policy available at [http://www.google.com/enterprise/earthmaps/legal/us/maps\\_AUP.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html) (or other URL as may be provided by Google) (the “AUP”). Customer is responsible for its End Users’ compliance with the Maps Terms, the Legal Notices, and the AUP.

**(B) Privacy Policy.** By using the Services, Customer agrees that Google may use the Customer Content in accordance with its privacy policy set forth at <http://www.google.com/privacy/privacy-policy.html> (or other URL as may be provided by Google). Additionally, Customer will protect the privacy rights of its End Users and will obtain and maintain all required consents from End Users to allow: (i) Customer’s access, monitoring, use or disclosure of any data submitted through the Customer Implementation and Google providing Customer with the ability to do so (for example, Customer may not store an End User’s location without consent); and (ii) Google to provide the Services to Customer.

## 6. OWNERSHIP AND PUBLICITY

**6.1 Generally.** Except as expressly set forth herein, this Agreement does not (i) grant Customer any rights, implied or otherwise, to Google’s content or Google’s current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights (“Intellectual Property Rights”), or (ii) grant Google any rights, implied or otherwise, to Customer Content or Customer’s Intellectual Property Rights. Intellectual Property Rights in and to the content accessed through the Services are the property of the applicable content owner and may be protected by applicable laws.

**6.2 Brand Features.** If Customer wants to display trade names, trademarks, service marks, logos, domain names, or other distinctive brand features (“Brand Features”) of Google in connection with its use of the Services, Customer will comply with Google’s Guidelines for Third Party Use of Google Brand Features, located at <http://www.google.com/permissions/guidelines.html> (or other URL as may be provided by Google). Customer will not alter any images generated by the Services to remove any Brand Feature or proprietary notice of Google or its licensors. Any use of a party’s Brand Features will inure to the benefit of the party holding rights in those Brand Features. Customer agrees not to: (A) challenge or assist others to challenge Google’s Brand Features or registration thereof; or (B) attempt to register any Brand Features that are confusingly similar to those of Google.

**6.3 Publicity.** Customer agrees that SADA and Google may include Customer’s name or Brand Features in a list of SADA or Google customers, as applicable, whether online or in offline

promotional materials. Customer also agrees that SADA and Google may verbally reference Customer as a customer of the Google Services. This section is subject to Section 6.2.

## **7. EXPORT COMPLIANCE**

Customer will comply with and will obtain all required authorization from applicable government authorities under all applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the Department of State. This Section 7 will survive termination or cancellation of this Agreement.

## **8. SUPPORT**

**8.1 Technical Support Services.** Google will provide technical support services to Customer in accordance with the technical support services guidelines available at [http://www.google.com/enterprise/earthmaps/legal/us/maps\\_tssg.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_tssg.html) (or other URL as may be provided by Google) ("TSSG") for the License Term. Unless otherwise agreed in writing, to receive such technical support services, Customer must provide Google with reasonably required access to the Services in accordance with the TSSG. Customer's failure to provide this access will be at Customer's own risk and without liability to SADA or Google. If the Ordering Document does not identify a support level, then Google will provide Standard Support. Google may change the TSS from time to time, but not if the changes materially adversely impact Customer. In the event that Customer desires SADA to raise support issues with Google on its behalf, Customer agrees either to: (A) provide SADA with access to its Google support panel, or (B) authorize SADA to submit Customer support issues to Google in a support case initiated by Customer.

**8.2 Deprecation.** Google's Services deprecation terms are available at <http://www.google.com/enterprise/earthmaps/legal/us/deprecation.html>.

## **9. CHARGES, PAYMENT, REPORTING AND OVERTAGES**

**9.1 Fees.** Customer will pay SADA the fee(s) set forth on the Ordering Document to this Agreement for the Services in accordance with Section 9.3. The fees are based on the applicable "Billing Unit", meaning the number of Page Views (as defined in Section 9.6), Assets Tracked or number of End Users (or all three), as applicable, and determined by the nature of the Services ordered by Customer. In order to use certain APIs provided as part of the Services, Customer may be required to purchase additional SKUs. If Customer orders Asset Tracking as part of the Services, The Ordering Document will indicate: (A) whether this Asset Tracking is Tier 1 or Tier 2, and (B) the countries within which Customer may use the Services. For any Customer Implementation behind a firewall, Customer is required to use the internal Billing Units. SADA may, if Customer is not in breach at the time of the request, provide Customer an opportunity to purchase higher usage limits.

**9.2 Support Charges.** Any support to be provided by SADA under Section 8.1 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.

**9.3 Payments.** Customer will pay for the Services on a full prepaid basis for the Initial Term (as defined in Section 10.1) of this Agreement and each succeeding 12-month renewal term, to the extent applicable. Customer's obligation to pay fees is non-cancellable. Fees for prepaid orders where SADA issues an invoice are due upon Customer's receipt of the invoice, and are considered delinquent 30 days after the date of the applicable invoice.

**9.4 Taxes.** Customer is responsible for any duties, customs fees, or taxes (other than SADA's income tax) associated with Customer's purchase of the Services, including any related penalties or interest (together, "Taxes"), and Customer will pay SADA for the Services without any reduction for these amounts. If SADA is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, 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 must provide SADA with an official tax receipt or other appropriate documentation to support this withholding.

**9.5 Delinquent Payments.** Delinquent payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer is responsible for all reasonable expenses (including attorneys' fees) incurred by SADA in collecting unpaid or delinquent amounts, except where these delinquent amounts are due to SADA's billing inaccuracies.

**9.6 Overages.**

For purposes of this Agreement, "Overage" means when Customer's use of the Services exceeds the applicable Licensed Configuration.

**(A) Page Views.** For Customers using Page Views (as defined below), SADA or Google will notify Customer before the usage limit indicated on the Ordering Document has been exceeded. If Customer exceeds its usage of Page Views at any point during the License Term (as defined in Section 10.1), Customer will be charged Overages for 30 days following written notice (which notice may be via email) by SADA that Customer has exceeded its Page View usage. Following this period, the Services may cease functioning. "Page View" means (i) a single load of the script from Javascript API or Maps API for Flash by the End User's browser, or (ii) a query to any of the included or upgradeable APIs. Page Views may be for internal or external use. Use of external Page Views is limited to freely and publicly available websites.

**(B) Other Billing Units.** For Customers using other Billing Units, Customer must notify SADA of any Overages within 30 days of the day the Overage occurred. If there is an Overage, SADA will invoice Customer, and Customer agrees to pay, for the Overage at the Overage rates indicated in the Ordering Document.

**9.7 Reporting.** Customer will promptly report to SADA in writing if, after the Effective Date, any of the following changes occur: (A) the Customer Implementation enables a device to detect its own location through use of a sensor, in order to display the location of the device on a map or to calculate a route; (B) there is an increase in the number of Assets Tracked per country per month or in the number of End Users where Customer has previously ordered Assets or End Users; or (C) Customer utilizes an API identified as part of the Services as "upgradeable." Customer may be charged additional fees for any usage pursuant to this Section.

## **10. TERM AND TERMINATION**

### **10.1 Term and Renewal.**

**(A)** Subject to Customer's payment of the fees described in this Agreement and set forth in the Ordering Document, the term for the license granted in this Agreement will begin on the date that SADA or Google provides Customer the Customer ID for the Services (the "Delivery Date") and will continue for the initial period set forth as part of the Services description in the Ordering Document (such period, the "Initial Term"), unless terminated earlier as set forth below. Notwithstanding the foregoing, if Customer exceeds its usage of Page Views during the License Term, Customer will be charged Overages as set forth in Section 9.6.

**(B)** At the end of the Initial Term, the license term for the Services and this Agreement will automatically renew for consecutive renewal terms of 12 months (each, a “Renewal Term” and the Initial Term and any Renewal Terms being referred to in aggregate as the “License Term”). If either party does not want the Services to automatically renew, it must provide the other party written notice to this effect at least 30 days prior to the end of the then-current term. A party’s timely notice of non-renewal will be effective upon the conclusion 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 10.2. Upon any auto-renewal, SADA will invoice Customer, and Customer agrees to pay for the renewal of the Services as set forth in this Agreement and the Ordering Document.

**10.2 Rate Changes.** SADA may revise its fee rates with at least 60 days’ prior written notice to Customer (which notice may be via email), effective as of the next License Term renewal date.

**10.3 Termination.** Either party may terminate this Agreement if: (A) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; (B) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (C) the other party materially breaches this Agreement more than two times, notwithstanding any cure of such breaches.

**10.4 Other Termination.** If Google is prohibited from providing the Services in a particular country, SADA reserves the right to terminate this Agreement with respect to that particular country on written notice.

**10.5 Effect of Termination or Expiration.**

**(A) Termination for SADA’s or Google’s Breach.** If the Agreement is terminated for SADA’s or Google’s breach, the licenses granted herein regarding Customer’s use of the Services may, at Customer’s option, continue for the remainder of the License Term, subject to Customer’s continued compliance with this Agreement. If Customer elects not to continue to use the Services, then: (i) the License Term, and all other rights and licenses granted by a party under this Agreement and the Services will cease immediately; and (ii) upon request, each party will promptly return all Confidential Information of the other party. Customer must make its election to proceed or not proceed under this Agreement upon Customer’s declaration of breach.

**(B) Termination for Customer’s Breach.** If the Agreement is terminated for Customer’s breach then: (i) the License Term, and all other rights and licenses granted by a party under this Agreement and the Services will cease immediately; and (ii) upon request, each party will promptly return all Confidential Information (as defined in Section 11) of the other party; and (iii) all payments owed by Customer to SADA are immediately due.

**(C) Expiration of the License Term.** On the expiration of the License Term, the Services will cease functioning and this Agreement will terminate.

## **11. CONFIDENTIALITY**

For purposes of this Agreement, “Confidential Information” means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances.

**11.1 Obligations.** Each party will: (A) protect the other party’s Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (B) not disclose the Confidential Information, except to Affiliates (as defined below), employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations

under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section. For purposes of this Agreement, an “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with that party and “control” and its derivatives means control over greater than 50 percent of the voting rights or equity interests of a party.

**11.2 Exceptions.** Confidential Information does not include information that: (A) the recipient already knew; (B) becomes public through no fault of the recipient; (C) was independently developed by the recipient; or (D) was rightfully given to the recipient by another party.

**11.3 Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law, but only after it, if legally permissible: (A) uses commercially reasonable efforts to notify the other party; and (B) gives the other party the chance to challenge the disclosure.

**12. DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SADA AND GOOGLE, AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. NEITHER SADA NOR GOOGLE, NOR ANY OF THEIR RESPECTIVE LICENSORS OR SUPPLIERS, WARRANT THAT THE OPERATION OF THE SERVICES OR SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. THE SERVICES ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR HIGH RISK ACTIVITIES.

**13. LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS LICENSORS OR SUPPLIERS, WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT THESE DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. NEITHER PARTY, NOR ITS LICENSORS OR SUPPLIERS, MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO SADA DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. These limitations of liability do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or the indemnity obligations specified in Section 14 below.

#### **14. INDEMNIFICATION.**

**14.1 Indemnification by SADA.** SADA will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the technology used to provide the Services infringes or misappropriates any patent, copyright, trade secret or trademark of that third party. Notwithstanding the foregoing, the obligations set forth in this Section do not apply if the third party claim is caused by, or results from: (A) Customer's combination or use of the Services with software, services, or products developed by Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Services; (B) modification of the Services, or Content, by anyone other than SADA or Google if the third party claim would have been avoided by use of the unmodified Services; (C) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (D) Customer's use of the Services or Content in a manner not in accordance with this Agreement or the Documentation; or (E) use of other than Google's most current version of the Services if the third party claim would have been avoided by use of the most current version.

**14.2 Indemnification by Customer.** Unless prohibited by applicable law and without waiving sovereign immunity, Customer will indemnify, defend, and hold harmless SADA and Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees)



arising out of: (A) a third party claim made against SADA or Google for infringement of the third party rights listed in Section 14.1 based on conduct by Customer as described in the second sentence of Section 14.1; (B) Customer's breach of Section 7 (Export Compliance); or (C) Customer's use of the Software or Services in breach of an End User's privacy.

**14.3 Possible Infringement.** If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then SADA, working with Google, will: (A) procure for Customer the right to continue using the Services; (B) replace the Services; or (C) modify the Services to avoid the alleged infringement. If SADA or Google does not reasonably believe the options set forth in the preceding sentence are commercially reasonable, SADA may terminate the license for the allegedly infringing Services and will provide a pro-rata refund of the unearned fees actually paid by Customer applicable to the period following termination of the Services.

**14.4 General.** The party seeking indemnification must promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnification in Section 14.1 and Section 14.2 is limited to the payment by the indemnifying party of all damages and costs finally awarded for the claim, or settlement costs approved in writing by the indemnifying party. The indemnifying party has full control and authority over the defense, except that: (A) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, which will not be unreasonably withheld or delayed; and (B) the party seeking indemnification may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

## 15. GOVERNMENT PURPOSES

The Services were developed solely at private expense and consist of commercial computer software and related documentation within the meaning of the applicable U.S. civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DRAFS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in this Agreement, which incorporates the terms of Google's standard commercial license agreement.

## 16. VERIFICATION AND AUDIT

If Customer purchases anything other than Page Views, then the following additional terms apply:

**16.1 Verification.** At SADA's or Google's written request, not more than once per calendar year during the License Term, Customer will provide SADA or Google, as applicable, with a certification signed by an officer of Customer verifying the Services are being used pursuant to and in accordance with the terms of this Agreement.

**16.2 Audit.** Google and/or SADA will have the right, no more than once per calendar year, and upon at least 30 days' prior written notice, to appoint a nationally recognized certified public accountant or independent auditor to examine Customer's use of the Services, and the related records, to verify Customer's compliance with this Agreement. Audits will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. Customer will provide Google or SADA, as applicable, with reasonable access to the relevant Customer records and facilities.

**16.3 Underpayment.** If an audit reveals that Customer has underpaid fees to SADA during the period audited, then SADA will invoice Customer, and Customer will promptly pay SADA, for the underpaid fees based on the higher of the price specified in this Agreement or SADA's price list in effect at the time the audit is completed. If the underpaid fees exceed five percent of the license fees

paid by Customer for the Services during the preceding six-month period, then Customer will also pay the reasonable costs of conducting the audit.

**16.4 Audit by California State Auditor.** SADA acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, SADA shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## 17. INTEGRATOR RIGHTS AND OBLIGATIONS

If Customer purchases an "OEM" SKU, then the following additional terms apply to such use. Customer is hereby referred to as the "Integrator" for purposes of this Section only. "Integrated Solution" means the Integrator solution consisting of software owned by the Integrator which (A) is sold as a commercial product, (B) integrates the Customer Implementation and (C) has material value independent from the Services.

**17.1 Integrator License.** Subject to the Agreement, as supplemented and amended by this section, SADA grants to Integrator, and Integrator agrees to comply with, a non-sublicensable, non-transferable, non-exclusive, terminable, limited license to integrate the Services into the Integrated Solution. The licenses granted under this section do not reduce the scope of the license granted to Integrator under Section 1.1 (License to Customer) of the Agreement.

**17.2 Resell License.** Subject to the Agreement, as supplemented and amended by this section and despite Section 4.1 (License Restrictions) of the Agreement, SADA grants to Integrator and Integrator agrees to comply with a non-sublicensable, non-transferable, non-exclusive, terminable, limited license to resell the Services as integrated into the Integrated Solution to its customers. Integrator is responsible for compliance with the Maps Terms, Legal Notices and the AUP by its customers and their respective end users.

**17.3 License Restrictions.** Integrator will not: (A) resell or otherwise distribute the Services separately from the Integrated Solution; (B) integrate or bundle the Services with any other product besides the Integrated Solution; (C) provide the license key to any of its respective end users; or (D) distribute or market the Integrated Solution in any of the countries listed at the following URL: [http://www.google.com/enterprise/earthmaps/legal/us/maps\\_integrator\\_territory.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_integrator_territory.html) (or other URL as may be provided by Google).

**17.4 Design and Marketing.** Integrator will respond to the questions listed at [http://www.google.com/enterprise/earthmaps/legal/us/maps\\_design\\_questionnaire.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_design_questionnaire.html) (or other URL as may be provided by Google) for each new Integrated Solution at least 60 days prior to its public launch. Integrator will respond to Google's reasonable requests for additional information, including appointing a single technical contact. Google reserves the right to require reasonable modification requests post-launch should the Integrated Solution not comply with this Agreement. Integrator will not engage in any marketing or promotional activities involving the Services without Google's prior written consent. Integrator will respond to all of Google's reasonable requests for information with respect to how Google Brand Features will be used in the Integrated Solution.

**17.5 Technical Support Services.** Integrator is responsible for providing all technical support services to its customers for the Integrated Solution.

**17.6 Government Sales.** As part of this section, Customer understands that Google does not accept government flow down provisions, including, but not limited to, the United States Federal Acquisition Regulations (FARs) and its supplements, Defense FARs or NASA FARs.

**17.7 Additional Indemnification.** In addition to the indemnification set forth above in this Agreement, Integrator will indemnify, defend, and hold harmless SADA and Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of: (A) a third party claim that the Integrated Solution infringes or misappropriates any patent, copyright, trade secret, or trademark of a third party, except to the extent this infringement is caused solely by the Services; (B) use of the Integrated Solution by any customer; or (C) a third party claim alleging facts that would constitute a breach by Integrator of its obligations under this Section. Section 14.4 (Indemnification – General) of this Agreement will apply to this Section in the same manner as it applies to the indemnities in Section 14.1 and Section 14.2.

**17.8 Additional Termination.** SADA or Google, in its sole and reasonable discretion, may require Integrator to cease distributing or selling the Integrated Solution, on 30 days' written notice, if the Integrated Solution is alleged to infringe the Intellectual Property Rights of a third party.

**17.9 No Assignment.** Integrator is prohibited from assigning its rights under this section to any third party.

## **18. GENERAL PROVISIONS**

**18.1 Notices.** All notices, consents, and waivers under this Agreement must be in writing and delivered to the applicable party, sent to the physical and/or electronic 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.

**18.2 Governing Law.** This Agreement is governed by California law, excluding California's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO THE NON-EXCLUSIVE JURISDICTION AND VENUE (AND WAIVE ANY CLAIM OF *FORUM NON CONVENIENS*) OF THE COURTS IN LOS ANGELES COUNTY AND SANTA CLARA COUNTY, CALIFORNIA.

**18.3 Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.

**18.4 Binding Nature and Assignment.** This Agreement will be binding upon the parties and their respective successors and assigns. SADA may assign this Agreement in its entirety, but not in parts, in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets. Customer may assign this Agreement to an Affiliate without SADA's written consent, but only if: (A) the assignee agrees in writing to be bound by the terms of this Agreement; and (B) Customer remains liable for obligations incurred under this Agreement prior to the assignment. Any other attempt to transfer or assign is void.

**18.5 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.

**18.6 No Agency.** The parties are independent contractors, 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.

**18.7 No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.

**18.8 Survival.** Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

**18.9 Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a circumstance (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

**18.10 Severability.** If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. The remainder of this Agreement will remain in full force and effect.

**18.11 Entire Agreement; Amendment.** This Agreement and the Ordering Document constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Ordering Document, this Agreement, and the terms located at any URL. Any amendment must be agreed upon in writing and expressly state that it is amending this Agreement.

**18.12 Counterparts.** The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, each of which will be deemed an original and when 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, CA

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Print title: \_\_\_\_\_

# SADA Systems, Inc. GOOGLE MAPS API ORDERING DOCUMENT

This Google Coordinate Ordering Document (the "Ordering Document") and the corresponding Google Maps API 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: El Dorado County, CA**

**Customer Address: 360 Fair Lane, Placerville, CA 95667**

**Entity: County**

**State of Incorporation: California**

**Contact Name: Derek Reddin**

**Contact Phone: 530-621-5423**

**Contact Email Address: derek.reddin@edcgov.us**

Under the terms of the Agreement of which this Ordering Document is a part, Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing:

Google SKU	Description	Quantity	Annual Total
GA-GM-EXT-1M-STD	Google Maps API for Business: 12 month license/support term; up to 1,000,000 public map loads during 1 year of service.	1	\$10,000.00
<b>TOTAL</b>			<b>\$10,000.00</b>

For purposes of the Agreement:

- "Tier 1" Asset Tracking means any application in which a Customer uses the Services to Track Assets, with Routing allowed.
- "Tier 2" Asset Tracking means any application in which a Customer uses the Services to Track Assets, with Routing prohibited.
- "Routing" means one or more textual, audible, or visual routing directions between a single origin and one or more destinations, and the travel time or distance, or both, for the entire, or any portion of, the route.

**Customer Domain Name(s) (where the Maps will be used):**

- edcgov.us

**Countries within which Services can be Used for Asset Tracking:**

- USA

**Support Level:** Standard

**Overages:**

**Overage SKU:** GM-EXT-OVG1K-STD

**Overate Rate:** \$50.00

For purposes of this Product, "Overage" means: (a) for licenses based on number of Page Views, when Customer's number of Page Views exceeds the applicable Licensed Configuration; and (b) for licenses based on Asset Tracking, when either Customer's number of Tracked Assets exceeds the applicable Licensed Configuration, or when Customer moves from Tier 2 to Tier 1. Customer must notify SADA of any Overage within 30 days of the date the Overage occurred. If Customer has an Overage SKU, SADA will invoice Customer, and Customer agrees to pay, for the Overage at the Overage Rate set forth above. If Customer does not have an Overage SKU, SADA will upgrade Customer to, and Customer agrees to pay for, the appropriate SKU on SADA's then current price list.

**Notices:**

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](mailto:annie.safoian@sadasystems.com)  
Fax: 818-766-0090

and if to Customer,

Derek Reddin  
El Dorado County, CA  
360 Fair Lane  
Placerville, CA 95667  
Phone: 530-621-5423  
Email: [derek.reddin@edcgov.us](mailto:derek.reddin@edcgov.us)

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**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, CA

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Print title: \_\_\_\_\_