MASTER SAAS AND SERVICES AGREEMENT

This Master SaaS and Services Agreement (this "Agreement") is entered into as of DATE, by and between California County Solutions LLC dba CaliCo Solutions LLC, a Colorado corporation ("CaliCo Solutions") with a place of business at 10714 West Berry Place, Littleton CO 80127 and COUNTY, a political subdivision of the State of California ("Customer"). CaliCo Solutions and Customer are sometimes referred to jointly as the "parties" or singularly as a "party."

RECITALS

WHEREAS, CaliCo Solutions has created, owns, and operates a web-based software-as-a-service (SAAS) application referred to as CalCATS℠ that provides data entry and reporting of staff time and activities related to the operations of Agricultural Commissioners in California ("**CalCATS**").

WHEREAS, Customer desires to obtain access to and use the CalCATS Software for the purpose of tracking and reporting staff time and activities; and CaliCo Solutions wishes to provide the Services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1   SERVICES

1.1   Purpose
This Agreement sets forth the terms and conditions under which CaliCo Solutions agrees to provide (i) access to CalCATS as a software-as-a-service (SAAS) for Authorized Users ("**CalCATS Access**"), and (ii) all other implementation services, data import, monitoring, technical support, maintenance, training, and backup and recovery ("**Professional Services**" together with CalCATS Access, the "**Services**") related to Customer's access to, and use of, CalCATS, as further set forth on each statement of services executed by the parties ("**Statement of Services**").

1.2   CalCATS; Right to Access and Use
Subject to the terms and conditions of this Agreement, during the Term, CaliCo Solutions shall use commercially reasonable efforts to provide Customer and Authorized Users access to CalCATS. Subject to the terms and conditions of this Agreement, during the Term, CaliCo Solutions hereby grants Customer and Authorized Users a non-exclusive, non-sublicensable, non-assignable, worldwide right to access and use CalCATS, solely for internal business purposes as set forth herein. Provision of access to CalCATS means making the software available over the public Internet, and does not include provision of Internet access to Customer's offices or employees.

1.3   CalCATS; Ownership of Data
All data stored by Customer, or by CaliCo Solutions on behalf of Customer, in CalCATS ("**Customer Data**") remains the exclusive property of Customer during and after the term of this Agreement. CaliCo Solutions shall promptly deliver to Customer, upon demand by Customer, a full and complete copy of all Customer data in CalCATS in a commonly used electronic format. Such demands shall be limited to a reasonable frequency. Upon termination of this Agreement, CaliCo Solutions shall deliver all Customer data to Customer and shall delete all active copies of Customer Data. This does not include deletion of Customer data from CalCATS backups; however, in the event that CaliCo Solutions restores CalCATS from a backup, CaliCo Solutions shall immediately delete all Customer data from the restored system.

1.4   Professional Services
Each applicable Statement of Services shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5   Changes to CalCATS
CaliCo Solutions may, in its sole discretion, make any changes to CalCATS that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of CaliCo Solutions' products or services to its customers, (b) the competitive strength of, or market for, CaliCo Solutions' products or services, (c) the cost efficiency or performance of CalCATS, or (ii) to comply with

applicable law, provided that any such changes to any Platform shall not result in a material decrease in the functionality of the Platform.

1.6   Services Agreement

Customer acknowledges that this Agreement is a services agreement and CaliCo Solutions will not be delivering copies of CalCATS to Customer as part of the Services. Upon completion of the term of this Agreement, customer shall have no right of access to CalCATS except as otherwise provided in this Agreement or any other Agreement between Customer and CaliCo Solutions for the provision of the Services.

1.7   Additional Products

This Agreement and the Services defined herein are explicitly limited to the web-based CalCATS software as a service currently available at https://calcats.org, and does not include any other products or services offered now or in the future by CaliCo Solutions.

2   CalCATS ACCESS

2.1   Authorized Users

Customer may designate such number of Customer's employees and/or independent contractors as desired to use CalCATS on behalf of Customer as "Authorized Users." Authorized User logins are for designated Authorized Users and cannot be shared or used by more than one Authorized User. CaliCo Solutions reserves the right to refuse registration of, or to cancel, user names it deems inappropriate. Customer may designate any number of Administrative Users and Authorized Users.

2.2   Usage Credit – Definition

A Usage Credit is a token that entitles one Authorized User to use CalCATS for specific purposes, as defined herein, during one calendar month.

2.3   Usage Credit – Accrual

Customer is entitled to the number of Usage Credits specified on each Order Form for which payment has been received. Upon receipt of payment for an order form from Customer, CaliCo Solutions shall immediately add the number of usage credits specified on the order form to the Customer's CalCATS account. Customer may view their current usage credit balance and review all transactions on their usage credit account within CalCATS.

2.4   Usage Credit – Consumption

A usage credit is consumed each month by each Authorized User for each of the following activities that the Authorized User performed in that calendar month:

- Entering time on a timesheet.

- Entering an Ag Activity, a Weights & Measures Inspection, or entering time in the CalPEATS system for any record type, with the exception of certain entries of Ag Activities as specified below.

- Creating a Weights & Measures Revenue transaction.

Entry of an Ag Activity shall not consume a usage credit if the only fields entered on the Ag Activity form are limited to those activities set forth in Exhibit A (Administrative/Clerical Ag Activity Fields). CaliCo Solutions reserves the right to modify this list from time to time as necessary to comply with external reporting requirements. In no event shall the number of credits consumed by a single Authorized User in a calendar month exceed two (2) usage credits regardless of the number of activities performed.

2.5   Usage Credit – Balance

The balance of available usage credits is updated each month and is available for review in CalCATS. The CalCATS subscription information section displays the number(s) of purchased credits, the number of credits consumed each month, and the remaining balance of available credits. Customer is responsible for managing CalCATS use and auditing monthly credit consumption.

2.6   Usage Credit – Over/Under Consumption

If Customer's balance of available credits reaches zero prior to the end of the term of this Agreement ("**Over Consumption**"), CaliCo Solutions shall allow Customer to continue use of CalCATS (and accrual of a negative balance of credits) provided that

Customer has expressed a good faith intent to continue use of CalCATS through another Agreement, and agrees to make up the negative balance of usage credits through the purchase of extra credits as part of a subsequent Agreement. If the Customer's balance of available credits is positive at the end of the term of this Agreement ("**Under Consumption**"), Customer may, at their sole discretion, request a refund of the credit balance or retain the usage credits for use under a subsequent Agreement. If a refund is requested at the end of the Agreement term, such refund shall be made at the full purchase price of the usage credits.

2.7   Authorized User Conditions to Use

As a condition to access and use of CalCATS, each Authorized User shall agree to abide by the terms of CaliCo Solutions' Acceptable Use Policy available at https://calcats.org/AcceptableUsePolicy which CaliCo Solutions may revise from time to time. Customer shall immediately notify CaliCo Solutions of any violation of the terms of the Acceptable Use Policy by any Authorized User upon becoming aware of such violation and shall be liable for any breach of the Acceptable Use Policy by any Authorized User.

2.8   Account Responsibility

Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its CalCATS accounts and passwords (including but not limited to administrative and user passwords). CaliCo Solutions is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords.

3   ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

3.1   Software Restrictions

Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to CalCATS or any software, documentation or data related to CalCATS ("Software"); (ii) modify, translate, or create derivative works based on CalCATS; (iii) use CalCATS for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use CalCATS in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with CalCATS. For the avoidance of doubt, the CalCATS software code, designs, documentation, and other related materials, including all user-visible aspects of CalCATS, are the Confidential Information of CaliCo Solutions, and Customer will comply with Section 4 with respect thereto.

3.2   Customer Compliance

Customer shall use, and shall cause all Authorized Users to use, CalCATS in full compliance with this Agreement, CaliCo Solutions' Acceptable Use Policy (available at https://calcats.org/AcceptableUsePolicy) and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to CalCATS provided by CaliCo Solutions, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. CaliCo Solutions may suspend Customer's account and access to CalCATS and performance of the Services at any time and without notice if CaliCo Solutions believes that Customer is in violation of this Agreement. Although CaliCo Solutions has no obligation to monitor Customer's use of CalCATS, CaliCo Solutions may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

3.3   Cooperation

Customer shall provide all cooperation and assistance as CaliCo Solutions may reasonably request to enable CaliCo Solutions to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing CaliCo Solutions with such access to Customer's premises and its information technology infrastructure as is necessary for CaliCo Solutions to perform the Services in accordance with this Agreement.

3.4   Training and Education

Customer shall use commercially reasonable efforts to cause Authorized Users to be, at all times, educated and trained in the proper use and operation of CalCATS, and to ensure that CalCATS is used in accordance with applicable manuals, instructions, specifications and documentation provided by CaliCo Solutions from time to time.

3.5   Customer Systems

Customer shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use CalCATS, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

3.6   Restrictions on Export

Customer may not remove or export from the United States or allow the export or re- export of CalCATS or anything related to CalCATS, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

4   CONFIDENTIALITY

4.1   Confidential Information

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party's business that has been marked as "Confidential" or which a person should reasonably understand to be confidential to the Disclosing Party (hereinafter referred to as "Confidential Information"). Confidential Information of CaliCo Solutions includes non-public information regarding features, functionality and performance of CalCATS and Software. Confidential Information of Customer includes non-public data provided by Customer to CaliCo Solutions to enable the provision of access to, and use of, the Services as well as all Customer Data.

4.2   Exceptions

Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

4.3   Non-use and Non-disclosure

With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

4.4   Compelled Disclosure

Notwithstanding Section 4.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

4.5   Remedies for Breach of Obligation of Confidentiality

The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity.

5   PROPRIETARY RIGHTS

5.1   Ownership

Customer owns all right, title and interest in and to the Customer Data. CaliCo Solutions shall own and retain all right, title and interest in and to CalCATS and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "Services IP"). To the extent Customer acquires any right, title or interest in any Services IP, Customer hereby assigns all of its right, title and interest in such Services IP to CaliCo Solutions.

5.2   No Other Rights

No rights or licenses are granted except as expressly set forth herein.

6   FEES & PAYMENT

6.1   Fees
Customer will pay CaliCo Solutions the then-applicable fees described in an Order Form in accordance with the terms set forth therein ("Fees"), including, for the avoidance of doubt, any fees incurred through Customer's use of CalCATS exceeding the expected usage parameters specified on an Order Form.

6.2   Renewal Fees
Prior to the commencement of each subsequent Agreement for the use of CalCATS, CaliCo Solutions shall invoice Customer for payment of a Renewal Fee. The renewal fee shall consist of the Fees for the expected level of use for the specified agreement term (as defined by Customer) plus any fees for Over Consumption from the prior agreement term, minus any credits for Under Consumption from the prior agreement term.

6.3   Payment
Customer may choose to receive an invoice, in which case full payment for invoices issued in any given month must be received by CaliCo Solutions sixty (60) days after the mailing date of the invoice (unless otherwise specified on the applicable Order Form). Customer may also choose to pay any Fees associated with an Order online, in which case the fee must also be paid within sixty (60) days after the date printed on the Invoice. Unpaid amounts are subject to a finance charge of 2% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. In addition to any other remedies available, CaliCo Solutions may suspend Services in the event of payment delinquency.

6.4   Payment Disputes
If Customer believes that CaliCo Solutions has billed Customer incorrectly, Customer must contact CaliCo Solutions no later than thirty (30) days after the closing date on the first billing statement in which the believed error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to the CalCATS help desk.

6.5   Taxes
Customer shall pay, and shall be labile for, all taxes relating to CaliCo Solutions' provision of the Services hereunder except for taxes based on the income of CaliCo Solutions. CaliCo Solutions shall pay, and shall be liable for, taxes based on its net income or capital.

6.6   No Deductions or Setoffs
All amounts payable to CaliCo Solutions hereunder shall be paid by Customer to CaliCo Solutions in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

6.7   Subpoena Expenses
In the event that CaliCo Solutions is required to provide information in response to a subpoena related to Customer's account, CaliCo Solutions may charge Customer for CaliCo Solutions' costs. Such charges may include fees for attorney and employee time spent retrieving records, preparing documents and participating in depositions or other legal process as well as other costs incurred in complying with such legal processes.

7   TERM AND TERMINATION

7.1   Term
The term of this Agreement shall begin on DATE and shall continue until terminated as provided herein.

7.2   Termination
CaliCo Solutions may terminate this Agreement upon written notice to Customer if no Agreement is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within sixty (60) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if Customer is a state agency or a political subdivision of a state, or a federal agency or a political subdivision of the federal government, Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to CaliCo Solutions, or (ii) if adequate funds to pay CaliCo Solutions all fees owed hereunder are not appropriated to such Customer during the Term, unless otherwise authorized by law; provided, it is expressly agreed that Customer shall not activate

this non-appropriation provision for its convenience, substation for another procurement system or solution, or to circumvent the requirements of this Agreement in any way.

7.3 Effect of Termination

Upon termination of the Agreement, each outstanding Statement of Services, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the Subscription Services and CaliCo Solutions shall immediately cease providing the Professional Services. If (i) CaliCo Solutions terminates this Agreement pursuant to the second sentence of Section 7.2, or (ii) Customer terminates this Agreement pursuant to clause (i) of the last sentence of Section 7.2, all Fees that would have become payable had each outstanding Statement of Service remained in effect until expiration of its current term will become immediately due and payable.   Within thirty (30) days after termination or expiration CaliCo Solutions shall return all Customer Data to Customer in a form and format acceptable to Customer.

7.4 Survival

Sections [3.1, 4–6, 7.2, 7.4, 7.5, and 9–17] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

7.5 Termination; Data Backup

Without in any way limiting CaliCo Solutions' obligation to return Customer Data upon termination of this Agreement under Section 7.3, it is Customer's sole responsibility to back-up Customer Data prior to termination of the agreement, and Customer acknowledges that it will not have access to Customer Data through CaliCo Solutions following the expiration or termination of this Agreement.

8 WARRANTY AND DISCLAIMER

8.1 Warranties

CaliCo Solutions represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by CalCATS and the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement and CalCATS and the Services does not and shall not violate any Customer's privacy policy, terms- of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (iii) no Customer Data will include social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.2 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, CALICO SOLUTIONS DOES NOT WARRANT THAT ACCESS TO CALCATS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES CALICO SOLUTIONS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, CALICO SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING CALCATS, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN CALICO SOLUTIONS AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CALCATS SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND CALICO SOLUTIONS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9 INDEMNITY

9.1 Indemnification by CaliCo Solutions

CaliCo Solutions will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the Services, or Customer's use or access thereof in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against Customer in connection with or in

settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of CalCATS or Service (i) not supplied by CaliCo Solutions, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by CaliCo Solutions, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, CalCATS is held by a court of competent jurisdiction to be or is believed by CaliCo Solutions to be infringing, CaliCo Solutions may, at its option and expense (a) replace or modify CalCATS to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using CalCATS, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for CalCATS. This Section states Customer's sole and exclusive remedies for claims of infringement.

10   LIMITATION OF LIABILITY

EXCEPT FOR CALICO SOLUTIONS' OBLIGATIONS UNDER SECTION 9.1, IN NO EVENT SHALL (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11   GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed in all respects by the laws of the State of California, without giving effect to its rules relating to conflict of laws. Neither any adoption of the Uniform Computer Information Transactions Act nor the U.N. Convention on the International Sale of Goods applies to this Agreement or to the rights or duties of the parties under this Agreement.

12   SECURITY

CaliCo Solutions shall maintain industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, and for preventing access, use, modification or disclosure of Customer Data to unauthorized third parties. CaliCo Solutions shall promptly notify Customer of any unauthorized third-party access of the Customer Data.

13   PUBLICITY

Customer agrees that CaliCo Solutions may identify Customer as a customer and use Customer's logo and trademark in CaliCo Solutions' promotional materials. Customer may request that CaliCo Solutions stop doing so by submitting an email to calcats@calicosol.com at any time. Customer acknowledges that it may take CaliCo Solutions up to 30 days to process such request. Notwithstanding anything herein to the contrary, Customer acknowledges that CaliCo Solutions may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

14   NOTICES

All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided on an Order Form. All notices, consents and other communications between the parties under a Statement of Services will be sent to the recipient's address specified thereon. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

15   FORCE MAJEURE

Neither party is responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, pandemics, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized User.

16   ASSIGNMENT

Neither party may assign this Agreement to any third party without the prior written consent of the other; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction. CaliCo Solutions may subcontract any or all of its obligations hereunder. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with CalCATS (including but not limited to Amazon Web Services) shall not be deemed a subcontractor under this Agreement. Customer consents to CaliCo Solutions using a third-party subcontractor for server hosting services, provided that any such subcontractor shall be located in the continental United States and CaliCo Solutions is responsible for performing this Agreement notwithstanding any such subcontracting.

17   GENERAL PROVISIONS

If any provision of this Agreement is found to be unenforceable or invalid by a court of competent jurisdiction, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, together with Statement of Services entered into hereunder and all exhibits, annexes and addenda hereto and thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Services, such Statement of Services shall prevail unless otherwise expressly indicated in this Agreement or such Statement of Services. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings.

California County Solutions LLC   County

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Exhibit A

Administrative/Clerical Ag Activity Fields

Entry of an Ag Activity shall not consume a usage credit if the only fields entered on the Ag Activity form are limited to the following:

- Report 01 – Pest Detection
    - Other Hours – Clerical - Expended

- Report 03-PD – Pierce's Disease
    - Administrative Support Hours (all sections)

- Report 04 – Pest Exclusion
    - Non High Risk Inspections – Administrative Support
    - High-Risk Pest Exclusion – Administrative Support
    - Program Support Activities (all fields in section)

- Report 4-SOD – Sudden Oak Death
    - Administrative Activities – Administrative Support (all fields)

- Report 04-LBAM – Light Brown Apple Moth
    - Other – Administrative Support (all fields)

- Report 04-DOG – Dog Team
    - Other – Administrative Support (all fields)

- Report 04-EGVM – European Grape Vine Moth
    - Other – Administrative Support (all fields)

- Report 05 – Pesticide Regulatory Activity
    - Support (excluding PUR Data Entry Support)
    - PUR Data Entry Support

- Report 06 – Seed Inspection
    - Miscellaneous Activity – Administrative Support (all fields)

- Report 07 – Nursery
    - Program Support Activities (all fields)

- Report 08 – Fruits & Vegetables
    - Standardization – Hours – Support
    - Direct Marketing – Hours – Admin Support
    - Organic – Hours – Support
    - Honey – Hours – Support

- Olive Pest Management
    - Office Hours – Clerical
    - Office Hours – Administrative Support