Dude Solutions™

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") made this 24th day of February, 2020, by and between City of Beaumont, California, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of California ("Customer" or "City") shall govern Customer's (as defined below) access and use of the Service (as defined below) provided by Smartware Group, Inc. ("Provider"), an Affiliate (as defined below) of Dude Solutions, Inc. (including its successors and assigns, "DSI"); and with reference to the following facts which are acknowledged by each Party as true and correct:

RECITALS

A.   CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.

B.   CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.

C.   CITY desires or is in need of Asset Essentials software as a service solution services as more fully described in DSI's quote Q-168630, a copy of which is attached as Exhibit "A".

D.   DSI, in conjunction with Provider, has special knowledge, experience and facilities for accomplishing the above services.

E.   CITY now desires to retain DSI to accomplish the above services, and DSI is willing to be so retained pursuant to the terms and conditions of this Agreement.

Section 1.0   Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1   "Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Service.

1.2   "Account" means Customer's specific account where Customer subscribes to access and use the Service.

1.3   "Account User" means each employee, consultant and contractor of Customer that has been granted Access   Credentials.

1.4   "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

1.5   "Annual Fee" means the annual fee invoiced to Customer by Provider (or its sales agent) prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Customer to be permitted to access and use the Service and, if Customer purchases the Asset Essentials Connector Toolkit, the API. The Annual Fee for the Initial Term and the first Renewal Term is as indicated on Q-168630, a copy of which is attached hereto as Exhibit "A".

1.6   "API Toolkit" or "API" means Provider's proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in Provider's sole discretion.

1.7   "Asset Essentials Connector Toolkit" means Provider's add-on module that (i) enables Provider's customers to integrate (import/export) Customer Data with the Service in batch-mode or real-time, and (ii) consists of the "Connecter Tool", which is a client-side executable program installed locally on Customer's computer, and the API.

1.8   "Confidential Information" means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, Provider's Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Service. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.9   "Content" means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.10   "Customer" means the legal entity identified on the Account.

1.11   "Customer Data" means all data, information and other content provided by or on behalf of Customer to the Service, including that which the Account Users input or upload to the Service.

1.12   "Documentation" means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.13   "DSI Data" means all data, information and other content provided by or on behalf of DSI customers to any of the DSI Services.

1.14   "DSI Services" means DSI's suite of facility management software-as-a-service applications, solution and services, as updated, enhanced or otherwise modified from time-to-time.

1.15   "Highly-Sensitive Personal Information" means an Account User's (i) government-issued identification number (including social security number, driver's license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User's financial account; and/or (iii) biometric data.

1.16   "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all

regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.17   "Implementation, Training and Support Program" or "ITSP" means Provider's comprehensive implementation, training and support program provided to Provider's customers with respect to the Service.

1.18   "Intellectual Property Rights" means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.19   "Service" means the "Asset Essentials" SaaS-based application or the "Asset Essentials Enterprise" SaaS-based application, as applicable, which Customer subscribes to pursuant to this Agreement, in each case as updated, enhanced or otherwise modified from time-to-time.

1.20   "Third Party" means a party other than Customer, Provider or DSI.

Section 2.0   Use of the Service and the API; Proprietary Rights

2.1   Use of the Service and the API.

(a)   *Service Subscription*. Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), (i) Provider shall permit Customer's Account Users to access and use the Service during the Term, including access and use of all of the Content contained in or made available through the Service, (ii) Customer shall be automatically enrolled in the ITSP, and (iii) Provider shall use commercially reasonable efforts to make available to Customer each of the components described in the ITSP. Customer agrees that it shall use the Service solely for internal business purposes, and access and use of the Service and the ITSP shall be limited to Account Users.

(b)   *API License*. Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), provided that Customer is purchasing the right to use the Asset Essentials Connector Toolkit, Provider hereby grants to Customer a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Customer Data from the Service to other Third Party applications used by the Customer for internal business purposes, and/or (ii) Customer's internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Customer ("Customer Applications"). Customer shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology.

(c)   *Account Setup*. To subscribe to the Service, Customer must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Customer must provide Provider (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Customer or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, Provider has the right to immediately suspend or terminate Customer's Account and usage of the Service and the API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Customer may not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Customer shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Customer shall notify Provider immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d)   *Customer Responsibilities*. Customer shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or the API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Customer Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Customer's Account Users to be delivered to Customer's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Customer shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Service by persons other than Account Users.

(e)   *Limitations and Restrictions*. Customer agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or the API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or the API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or the API to provide any service bureau services or any services on a similar basis; (iv) use the Service or the API in a way not intended by Provider or for any unlawful purpose; (v) use the Service or the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or the API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or the API; (ix) interfere with or disrupt the integrity or performance of the Service, the API or the data contained therein; (x) access or use the Service or the API in order to replicate applications, products or services offered by Provider or DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or the API or monitor the availability and/or functionality of the Service or the API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Customer Application or otherwise, repackage or resell the Service, the API or any data received via the API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service; and

(xiv) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Service, as there are no data fields requesting this type of information.

(f)   *Additional Service Guidelines*. Provider reserves the right to establish or modify general practices and limits concerning use of the Service, including without limitation, the maximum number of days that Customer Data shall be retained by the Service and the maximum disk space that shall be allotted on Provider servers on Customer's behalf. Provider shall provide at least sixty (60) days' prior notice of any such modification. Provider also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to Provider servers. Provider shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Service or the API and the block may be removed once Provider is satisfied corrective action has taken place to resolve the issue.

(g)   *API Modifications*. Provider may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an "API Modification"). Provider shall use reasonable efforts to provide notice to Customer of any such API Modifications as soon as reasonably practical. Customer acknowledges that an API Modification may have a material adverse effect on any applications utilizing or relying upon the API (including Customer Applications), including but not limited to causing such applications not to operate as designed. Provider shall have no liability of any kind to Customer or any user of such applications with respect to such API Modifications or any adverse effects resulting from such API Modifications.

(h)   *Controlled API Usage*. Provider may limit or suspend Customer's usage of or access to the API if, in Provider's sole discretion, Customer or Customer's use of the API are adversely affecting the performance or operation of the API or the Service. Provider shall use reasonable efforts to provide notice to Customer of any such actions as soon as reasonably practical.

(i)   *Third Party Software*. The Service may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Customer on the license terms set forth this Agreement, unless additional or separate license terms apply as indicated by Provider. To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Customer's rights with respect to such website, application or service, unless otherwise expressly provided Provider. Provider shall have no obligations or liability arising from Customer's access and use of such linked Third Party websites, applications and services.

2.2   Proprietary Rights.

(a)   Customer acknowledges and agrees that (as between Customer and Provider) Provider retains all ownership right, title, and interest in and to the Service, the API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by Provider based upon ideas or suggestions submitted by Customer to Provider, Customer hereby irrevocably assigns all rights to modify or enhance the Service and/or the API using such ideas or suggestions or joint contributions to Provider, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Customer (or to any party claiming through Customer) any Intellectual Property Rights in or to the Service, the API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b)   Provider acknowledges and agrees that (as between Customer and Provider) Customer retains all ownership right, title, and interest in and to the Customer Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Customer hereby grants Provider and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Customer Data to improve the Service, the API and the performance of Provider, including without limitation, submitting and sublicensing the Customer Data to Third Parties for analytical purposes, provided that (x) such Third Parties have entered into a written agreement with Provider to maintain the confidentiality of the Customer Data and (y) Provider shall not specifically identify the Customer Data as originating from Customer when providing the Customer Data to such Third Parties; (ii) integrate and incorporate the Customer Data with and into the DSI Data (collectively, the "Combined Data"); (iii) access, copy, view, analyze, process and use the Combined Data for the purpose of hosting, operating and providing the DSI Services; and (iv) use, copy and publish, and disclose, transmit and re-distribute all or any portion of the Combined Data to DSI customers in connection with their access and use of the DSI Services.

Section 3.0   Provider Responsibilities

3.1   Implementation, Training and Support Program. During the Term Provider (or its agent, representative or designee) shall provide and maintain the ITSP. The ITSP shall be performed in accordance with the terms set forth at: www.dudesolutions.com, as amended from time-to-time.

3.2   Professional Services. Provider shall provide and perform professional, technical, consulting and/or other services (collectively, "Professional Services") that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work. Provider represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner.

3.3   Customer Data. Provider shall not edit or disclose any information regarding Customer's Account, including any Customer Data, without Customer's prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, Provider is hereby permitted to provide certain statistical information (*e.g.,* usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other subscribers.

3.4   Service Levels.

(a)   Provider shall use commercially reasonable efforts to make the Service available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays ("Business Hours"), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Service shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which Provider shall give at least 8 hours' prior notice and which Provider shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond Provider's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or

other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-Provider software or hardware, or denial of service attack.

(b)   Provider shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.4(a). Notwithstanding the foregoing, Provider does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Customer). Moreover, Provider shall not be liable to Customer or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Customer shall not represent to any Third Party any availability or performance levels with respect to the API.

3.5   Protection of Customer Data. Provider shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. In addition, if Customer is a "Covered Entity" under HIPAA, Provider shall be Customer's "Business Associate" under HIPAA, and any Customer Data provided by Customer to Provider in their capacities as a Covered Entity and Business Associate, respectively, Provider and Customer shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Provider).

3.6   Affiliation with DSI. As the sales agent and third party beneficiary under and signatory of this Agreement, DSI shall be responsible for ensuring that Provider complies with any and all duties and obligations of Provider and is liable for failure to do so.

Section 4.0   Third Party Interactions

4.1   Relationship to Third Parties. In connection with Customer's use of the Service, Customer may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Customer's Account, the Service, the API and a Third Party provider; (iv) be offered additional functionality within the user interface of the Service through use of the API; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Customer and the applicable Third Party. Provider shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Customer and any such Third Party.

4.2   Ownership. Customer is the owner of all Third Party content and data loaded into the Customer Account. As the owner, it is Customer's responsibility to make sure it meets its particular needs. Provider shall not comment, edit or advise Customer with respect to such Third Party content and data in any manner.

4.3   No Warranty or Endorsement. Provider does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Provider as "certified," "validated," "premier" and/or any other designation. Provider does not endorse any sites on the Internet which are linked through the Service. Provider is providing these links to Customer only as a matter of convenience, and in no event shall Provider be responsible for any content, products, or other materials on or available from such sites.

4.4   Additional Terms. The Disclaimer of Warranties (Section 8.1) and Limitation of Liability (Section 8.3) set forth herein shall apply to all Third Party interactions.

Section 5.0   Provider's Sales Agent

5.1   Sales Agent. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that DSI has acted on Provider's behalf under this Agreement in DSI's limited capacity as Provider's sales agent. Customer acknowledges and agrees that (i) Customer will process payment for all Annual Fees or expenses owing to Provider under this Agreement through DSI, as Provider's collection agent, and not through Provider directly, (ii) except as provided in clause (iii), Customer will direct all ITSP inquiries to DSI and not to Provider directly, and (iii) DSI did not design, develop or create the Service or the API and DSI has not itself provided any warranties with respect to the Service and/or the API, and therefore Customer will direct any warranty claims with respect to the Service directly to Provider and not to DSI.

5.2   Third-Party Beneficiary. Customer acknowledges and agrees that DSI is third-party beneficiary to this Agreement and this Agreement shall not be amended in any manner that affects DSI's rights hereunder without DSI's prior written consent.

Section 6.0   Annual Fees

6.1   Annual Fees. Customer shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI (as Provider's collection agent) the Annual Fee for such Service subscription. Thereafter, DSI (as Provider's collection agent) shall invoice Customer for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Customer provides written notice of non-renewal in accordance with Section 7.1, Customer agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Customer is responsible for providing complete and accurate billing and contact information to DSI and Provider and notifying DSI and Provider of any changes to such information.

6.2   Automatic Payments. Customer shall, upon the written request from Provider or DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI (as Provider's collection agent) is hereby authorized to charge any applicable Annual Fee using such Automatic Payment Method.

6.3   Renewal Charges. Provider maintains the right to increase Annual Fees and other applicable fees and charges in connection with each Renewal Term.

6.4   Taxes. Provider's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Provider has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 6.4, DSI (as Provider's collection agent) shall invoice Customer and Customer shall pay that amount unless Customer provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer agrees to indemnify and hold Provider harmless from any encumbrance, fine, penalty or other expense which Provider may incur as a result of Customer's failure to pay any Taxes required hereunder. For clarity, Provider is solely responsible for taxes assessable against Provider based on its income, property and employees.

Section 7.0   Term and Termination

7.1   <u>Term</u>. This Agreement commences on the date Customer establishes its Account and continues until the Service subscription hereunder has expired or have been terminated (the "<u>Term</u>"). The initial term of the Service subscription shall be for a period as indicated on the quote (the "<u>Initial Term</u>"). Thereafter, the Service subscription may renew for successive one year periods (each, a "<u>Renewal Term</u>"), not to exceed five years total, upon Customer's written notice of its intent to renew the Service subscription, not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription

7.2   <u>Termination of Agreement for Breach</u>. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party; <u>provided</u> that if the breach involves a failure of Customer to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by Provider to terminate this Agreement, Provider may elect, as an interim measure, to suspend Customer's access and use of the Service, the API (if applicable) and the Account until the breach is cured. Provider's exercise of its suspension right shall be without prejudice to Provider's right to terminate this Agreement upon written notice to Customer.

7.3   <u>Termination for Convenience</u>. Customer may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI (as Provider's sales agent) forty-five (45) days' prior written notice to the following email address: <u>notice@dudesolutions.com</u>. Upon termination by Customer pursuant to this Section 7.3, Customer may request in writing and be granted a refund in accordance with the following: (i) if Provider receives Customer's written notice of termination within the first sixty (60) days after the commencement of the Initial Term, Provider shall refund to Customer eighty percent (80%) of the Annual Fee prepaid for the Initial Term (the "<u>Initial Year Subscription Fee</u>"); (ii) if Provider receives Customer's written notice of termination during the Initial Term but after the first sixty (60) days thereof, Provider shall refund to Customer a pro rata portion of the Initial Year Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination); (iii) if Provider receives Customer's written notice of termination during a Renewal Term, Provider shall refund to Customer a pro rata portion of the Annual Fee prepaid for such Renewal Term determined based upon the number of full months remaining in such Renewal Term (based upon the effective date of termination). For avoidance of doubt, no refund shall be granted with respect to fees for Professional Services.

7.4   <u>Effect of Termination</u>. Upon termination of this Agreement, (i) Customer's access and use of the Service shall automatically cease. Within thirty (30) days of receiving Customer's written request, DSI will perform one (1) export of Customer Data in a generally accepted commercially reasonable format as mutually agreed upon by Customer and DSI, provided such written request is received within sixty (60) days of the termination date. Provider shall have no obligation to maintain the Customer Data or to forward the Customer Data to Customer or any Third Party for a period of more than ninety (90) days from the termination date.

7.5   <u>Survival</u>. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(e), 2.2, 7.4, 8, 9 and 10. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 8.0   Insurance, Disclaimers and Indemnification

8.1   <u>Disclaimer of Warranties</u>. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE, THE API, ALL SERVER AND NETWORK COMPONENTS, WEB SERVICES, SOFTWARE AND THE DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT PROVIDER DOES NOT WARRANT THAT THE SERVICE OR THE API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, OR THAT ANY DEFECT IN THE SERVICE OR THE API WILL BE CORRECTED. IN ADDITION, PROVIDER MAKES NO WARRANTIES THAT THE API SHALL NOT CAUSE DISRUPTIONS, ERRORS, LOSS OF DATA, LOSS OF USE, OR OTHER PROBLEMS WITH ANY THIRD PARTY APPLICATION, CUSTOMER APPLICATION AND/OR ANY COMPUTER ON WHICH ANY SUCH APPLICATION IS INSTALLED OR USED. PROVIDER IS NOT RESPONSIBLE FOR ANY DAMAGES OR HARM ARISING FROM CUSTOMER'S USE OF THE API AND/OR ANY CUSTOMER APPLICATION. NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER OR OTHER THIRD PARTIES FROM PROVIDER OR THROUGH THE SERVICE OR THE API SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

8.2   <u>Indemnification.</u>

(a)   *Indemnity by Provider*. Provider shall defend, indemnify and hold harmless Customer from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Customer, in connection with any Third Party claim (each, a "<u>Claim</u>") alleging that Customer's use of the Service as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; <u>provided</u> that Customer (x) promptly gives Provider written notice of the Claim; (y) gives Provider sole control of the defense and settlement of the Claim; and (z) provides to Provider all reasonable assistance, at Provider's expense. If Provider receives information about an infringement or misappropriation claim related to the Service, Provider may in its sole discretion and at no cost to Customer: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Customer's continued use of the Service, or (iii) terminate this Agreement (including Customer's Service subscriptions and Account) upon prior written notice and refund to Customer any prepaid Annual Fee covering the remainder of the term of the terminated Service subscriptions. Provider shall defend, indemnify and hold harmless Customer from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Customer, in connection with any Claim arising from bodily injury or property damage to the extent caused by the negligence or willful misconduct of Provider. Notwithstanding the foregoing, Provider shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by Provider, (B) any modifications or configurations made to the Service by Customer without the prior written consent of Provider, and/or (C) any action taken by Customer relating to use of the Service that is not permitted under the terms of this Agreement. This Section 8.2(a) states Customer's exclusive remedy against Provider for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Customer's use of the Service.

(b)   RESERVED.

8.3   Limitation of Liability. EXCEPT FOR DAMAGES ARISING OUT OF BODILY INJURY OR PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PROVIDER, IN NO EVENT SHALL PROVIDER, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO CUSTOMER IN EXCESS OF THE AMOUNT OF ANNUAL FEES PAID BY CUSTOMER TO PROVIDER (INCLUDING PAYMENTS TO DSI, AS PROVIDER'S COLLECTION AGENT, FOR USE OF THE SERVICE) PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL PROVIDER HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL SPECIAL OR PUNITIVE DAMAGES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR AVOIDANCE OF DOUBT, CUSTOMER ACKNOWLEDGES AND AGREES THAT DSI IS NOT A PARTY TO THIS AGREEMENT AND, THEREFORE, IN NO EVENT SHALL DSI BE LIABLE FOR DAMAGES TO CUSTOMER HEREUNDER.

8.4   Insurance. Provider shall not begin the services under this Agreement until it has: (a) obtained, and upon the Customer's request, provided to the Customer, insurance certificates reflecting evidence of all insurance required in this Section 8.4; however, Customer reserves the right to request, and Provider shall submit, copies of any policy upon reasonable request by Customer; and (b) confirmed that all policies contain the specific provisions required in Section 8.4.

(a)   Types of Insurance. At all times during the term of this Agreement, Provider shall maintain insurance coverage as follows:

(i)   Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect Provider and Customer against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars ($1,000,000) per occurrence and subject to an annual aggregate of One Million Dollars ($1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

(ii)   Workers' Compensation. For all of Provider's employees who are subject to this Agreement and to the extent required by applicable state or federal law, Provider shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and Provider shall provide an endorsement that the insurer waives the right of subrogation against Customer and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against Customer by a bona fide employee of Provider participating under this Agreement, Provider agrees to defend and indemnify Customer from such claim.

(iii)   Technology Professional Liability. For all of Provider's employees who are subject to this Agreement, Provider shall keep in full force and effect Technology Professional Liability coverage for technology professional liability with a limit of One Million Dollars ($1,000,000) per claim and One Million

Dollars ($1,000,000) annual aggregate. Provider shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of one year after termination of this Agreement or substantial completion of services under this Agreement, whichever occurs last. Provider agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the Customer's exposure to loss.

(b)   Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. Customer will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

(c)   Deductibles. All deductibles on any policy shall be the responsibility of Provider and shall be disclosed to Customer at the time the evidence of insurance is provided.

(d)   Specific Provisions Required. Each policy required under this Section 7.4 shall expressly provide, and an endorsement shall be submitted to Customer, that the CGL policy is primary and non-contributory to any insurance that may be carried by Customer. Additionally, the CGL policy shall expressly provide, and an endorsement shall be submitted to Customer, that the City of Murrieta and its respective officers and employees are included as additional insureds under the policy.

(e)   Indemnity Not Limited by Insurance. Provider's liabilities, including, but not limited to, Provider's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Provider's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by Customer.

Section 9.0   Confidentiality

9.1   Protection of Confidential Information. Subject to applicable law including the California Public Records Act, the Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

9.2   Compelled Disclosure. To the extent permissible under applicable law, the Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure for a computer program, computer code or algorithm or mask work rights recognized by the laws of California to the Receiving Party (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure,

the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9.3   Remedies. To the extent permissible under applicable law, recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to a computer program, computer codes or algorithm or mask work rights recognized by the laws of California and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 10.0   Miscellaneous

10.1   Authority. Customer represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Customer, enforceable against it in accordance with its terms.

10.2   Acceptance of Privacy Policy. All data and information provided by Customer through its use of the Service is subject to Provider's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Customer accepts and agrees to be bound and abide by such privacy policy.

10.3   Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of California, without regard to the principles of conflict of laws.

10.4   Relationship of the Parties. Provider is performing pursuant to this Agreement only as an independent contractor. Provider has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Provider and Customer. Provider shall not act or attempt to act or represent itself, directly or by implication, as an agent of Customer or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Customer or its affiliates.

10.5   Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

10.6   Assignment. Customer shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Provider shall have the ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement only upon prior written consent by Customer, which consent shall not be unreasonably withheld.

10.7   Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Customer, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party

services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

10.8   Notices. Except as otherwise specified in Section 7.3 of this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Customer, via electronic mail to the e-mail address maintained on Customer's Account. All notices to Provider shall be addressed as follows: Smartware Group, Inc., P.O. Box 188, Center Harbor, NH 03226, Attention: Legal Department.

10.9   Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

10.10   Third Party Beneficiaries. Customer acknowledges and agrees that DSI is third-party beneficiary to this Agreement and this Agreement shall not be amended in any manner that affects DSI's rights hereunder without DSI's prior written consent. Except as expressly provided in the foregoing sentence, no person or entity not a party to this Agreement will be deemed to be a third-party beneficiary of this Agreement or any provision hereof.

10.11   Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

10.12   Entire Agreement. This Agreement is the entire agreement between Customer and Provider regarding Customer's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

10.13   Modifications. Provider may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Customer's rights, Provider shall notify Customer.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

City Of Beaumont   **Dude Solutions, Inc.**

DocuSigned by:

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_____   _____
Signature   Signature

                                                        Ed Roshitsh
_____   _____
Print Name   Print Name

                                                        CEO
_____   _____
Title   Title

                                                        2/28/2020 | 5:17:36 AM PST
_____   _____
Date Signed   Date Signed

EXHIBIT A

Dude Solutions

PREPARED FOR

City Of Beaumont

Elizabeth Gibbs

Community Services Director
550 East 6Th Street
Beaumont, CA 92223

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

January 23, 2020
Quote number Q-168630

EXHIBIT A

Dude Solutions

Software for Smarter Operations

Pricing is based on

Solutions - Subscription
Asset Essentials Capital Forecast
Asset Essentials Pro
- Pro Facilities/Physical Plant Module
- Pro Streets/Signs/Sidewalks Module
- Pro Parks, Recreation and Forestry Module
- Pro Fleet Module

Subscription Term: 4 months

4 months included at no additional cost

Subtotal: $0.00

Implementation & Services
Facility Condition Assessment for 100,000 Sq. Ft.
PM Schedule Creation for 100,000 Sq. Ft.
Equipment Barcode Tagging for 100,000 Sq. Ft.
1 Week (4 days) Onsite Consulting Package for 1Week(s)
Virtual Consulting Service for 2 days

Subtotal: $24,435.00

Total Initial Investment	**$24,435.00 USD**

Pricing for the first renewal term is $35,649.00

Dude Solutions

Legendary Support Team

Your subscription entitles you to world class support from the Legendary Support Team. From 8 am – 6 pm EST, we're standing by ready to assist with any feature/functionality questions. We promise a live person will answer your call within 3 rings and quickly direct you to a knowledge Advisor. We're committed to responding to all emails sent to support@dudesolutions.com (mailto:support@dudesolutions.com), within one hour. If you prefer to keep a support dialogue open at your work station, our Advisors are also available via Chat. The Legendary Support Team is dedicated to your success. Our mission is to effectively communicate, efficiently resolve problems, and delight clients with every interaction.

Client Success Team

You have partnered with Dude Solutions because you believe we will deliver overwhelming value to you and your organization. Our Client Success team is dedicated to ensuring you meet the outcomes you and your organization expect by implementing our solutions. You will have the opportunity to work with a member of our Client Success team on an ongoing basis. Your Client Success Representative will be strategic in their efforts to drive results, keeping your success as their primary goal.

One Week On-Site Implementation Services for Work Management

System Configuration and planning

- Develop organized plan that accelerates full implementation
- Create a strategy for data collection, including preventive maintenance (PM) work orders, data transference and organization, naming conventions and more

Work Order Management

- Assist in creating a strategy that supports your work order management goals, such as request best practices and PM work order schedules
- Design a plan for data collection

Implementation Support

- Interview key staff for goals
- Identify objectives to focus on for best time to value

Legendary Ongoing Support

All Dude Solutions clients have ongoing support which includes:

- Phone support answered within 3 rings
- Email support responses within 1 hour (or less) during business hours
- Immediate assistance available via chat 8 AM to 6 PM ET

Travel and lodging for Dude Solutions consultants

- Travel to your location

- Cost of lodging for Dude Solutions consultants during their stay at your location

Facility Condition Assessment Scope of Work

Purpose

Dude Solutions' (DSI) facility condition assessment (FCA) is a visual assessment evaluating the facility systems based on the following Standard Scope of Work (SOW). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into DSI's work & asset management and capital forecasting solutions respectively.

Value

By partnering with Dude Solutions you not only gain the engineering expertise of DSI's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Dude Solutions software applications. Dude Solutions has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.

Deliverables

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative

- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's DSI capital forecasting solution
- Import major Equipment Items into client's Dude Solutions work & asset management solution.

Methodology and Approach

A Certified Dude Solutions Service Provider (DSI Service Provider) will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.

EXHIBIT A

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- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.

- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:

1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into DSI's work & asset management solution as defined in the Asset Inventory and System/Component table below.

2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into DSI's capital forecasting solution as defined in the Asset Inventory and System/Component table below.

1. HVAC equipment items only will also be tracked in the capital forecast as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System in the capital forecast.

2. All other major Systems will be collected at the Systems Level in DSI's capital forecasting solution as a general Sub-Systems

Asset Inventory and Systems/Component Table

The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the Capital Forecasting Solution.

Table Column Header Descriptions

Individual or System Level Capture

Individual = Item will be collected individually

System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecast? Y/N

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No = Cost information related to individually captured items will be provided at a system or sub-system level only in Capital Forecast

Included in Equipment Inventory? Y/N

No = Item will not be setup in the work & asset management solution

*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecast? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Systems				
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				
Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	

Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	No	Yes	
Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently-installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
Exterior Enclosure				
Garage Door & Garage Door Opener	Individual	No	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items

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Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	

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Furnaces	Individual	Yes	Yes	Non-Residential
Heat Pumps	Individual	Yes	Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Yes	Yes	
Make Up Air Units	Individual	Yes	Yes	
Package AC Units	Individual	Yes	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes	Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes	Yes	
Fan Coil Units*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Unit Ventilators*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
VAV Boxes*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Window Units	Not Included in Service			
Radiators	Not Included in Service			
Thermostatic Controls	Not Included in Service			
Interior Systems				
Interior Ceiling	System Level	Yes	No	
Interior Doors	System Level	Yes	No	

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Interior Floor	System Level	Yes	No	
Interior Walls	System Level	Yes	No	
Kitchen				
Dishwashers	Individual	No	Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	No	Yes	
Grease Traps	Individual	No	Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No	Yes	Valued above $2,000
Oven, Stoves	Individual	No	Yes	
Refrigerator (Walk In, Reach In)	Individual	No	Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual	No	Yes	Valued above $2,000
Counter Top Appliances	Not Included in Service			
Cutlery	Not Included in Service			
Tables, Racks	Not Included in Service			
Plumbing				
Domestic Hot Water Heaters	Individual	No	Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	No	Yes	1 HP and above
Hot Water Storage Tank	Individual	No	Yes	
Main Backflow Preventer	Individual	No	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No	Yes	
Fixtures	System Level	Yes	No	

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Filters	Not Included in Service			
Strainers	Not Included in Service			
Valves	Not Included in Service			
Site Improvements				
Drainage Systems	System Level	Yes	No	
Parking, Paving , Sidewalks	System Level	Yes	No	
Utilities	System Level	Yes	No	Under the floor, behind the wall related items – electrical distribution, Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
Vertical Transportation				
Dumb Waiter	Individual	No	Yes	
Elevators	Individual	No	Yes	
Escalators	Individual	No	Yes	

For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast:

	Work & Asset Management Data Population (Y/N)	Capital Forecast Data Population (Y/N)	
Field Name	**Equipment Items**	**General Sub-System**	**Specific Sub-System**

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			Y*
Equipment Item Number	Y	N	Corresponding Equipment Item Number will replace Sub-System ID
			N*
System-Component ID	N	Y	Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	N	Y	Y
Classification/Type	Y	N	N
Unit of Measure	N	Y	Y
Quantity	N	Y	Y
Unit Cost	N	Y	Y
			N*
Manu/Model/Serial Numbers	Y	N	Will be included on Individual Equipment Record
Tag (if available)	Y	N	N
Date In Service (if available)	Y	Y	Y
Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y

Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

Evaluation

At the conclusion of the assessment(s), the DSI Service
Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The DSI Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating

Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capitial deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

DSI Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. DSI also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work,

we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Assumptions

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)

- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in DSI work & asset management solutions and updating of historical records will not be performed. If reconciliation is required this is subject to additional costs depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- DSI team members make final determination of whether areas housing assets are safely accessible for data collection.
- DSI team members will not move assets or interfere with asset functionality to collect nameplate information.

- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

Client Responsibility

1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.

2. Any data to be migrated from client drawings or spreadsheets has to be provided to the DSI Service Provider within 15 business days of completion of onsite activity.

3. Client will review and provide any feedback related to data sent to them for review by DSI Service Provider or DSI within 15 business days or unless otherwise determined.

4. If Data is not reviewed within the 15 business day time period DSI will assume that the Data provided by the DSI Service Provider is approved and will load into the client's software.

EXHIBIT A

5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.

6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify DSI and/or DSI Service Provider in advance of onsite.

7. Client will ensure that the DSI Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If DSI Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the DSI Service Providers with access to a ladder so that they are able to conduct a visual assessment.

8. Client will ensure that the DSI Service Provider is granted accessibility to DSI Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the DSI Service Provider in your organizations Identity Provider service.

9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.

10. Reconciliation of existing equipment in DSI work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.

11. DSI is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.

12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the DSI Service Provider and is not included in the Standard FCA SOW.

Milestone Billing - Invoice Schedule

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.

Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%

EXHIBIT A

On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/ Data Gathering) to client.	15%

*If project is greater than 1.5M Square feet additional milestones will be leveraged.

Equipment Inventory Barcoding Service

Purpose

The Equipment Inventory Barcoding Service works with your Dude Solutions Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

Value

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Dude Solutions Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/collection process.

Deliverables by Dude Solutions to the Client include the following:

• Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
• Barcode numbers will be available for use at the time equipment inventory data is imported into your Dude Solutions Work & Asset Management solution.

The Dude Solutions Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

EXHIBIT A

Software for Smarter Operations

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.
- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%

Preventive Maintenance Schedule Creation

Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the DSI Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Value

By leveraging DSI's PM Schedule Creation service, DSI clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

Deliverables

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Dude Solutions Work & Asset Management solution
- Data population within DSI Software. No report will be provided.

Methodology and Approach

dudesolutions.com   11000 Regency Pkwy #110 / Cary, NC 27518

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EXHIBIT A

DSI Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:

- Safety Points
- Tools Required

- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the DSI Software, the DSI Service Provider will:

- Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the client within the software or require a custom scope of work for the DSI Service Provider to deliver. For assignment to occur, the client must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

Assumptions

- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the DSI Service Provider. If feedback/review of PM Schedules exceeds 30 business days, DSI will provide a Deliverable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, DSI will assume delivery of the service and import the PM schedules as "inactive" in the system. DSI will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the DSI Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to DSI within 30 days. DSI will only make updates related to the below items:

- Discontinuation of PM Schedules created with the service
- Alteration of frequency on existing schedules created with the service
- Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or DSI to perform at an additional fee.

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- Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

Invoice Schedule

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%

Terms of Service:

- Proposal has been prepared for City Of Beaumont
- Proposal expires in 60 days
- Initial Term: 4 months
- Payment: Terms are net 30 days
- Billing frequency other than annual is subject to additional processing fees
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt, please email a copy of your Tax Exemption Certificate to accountsreceivable@dudesolutions.com (mailto:accountsreceivable@dudesolutions.com)
- Please address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Service dates are scheduled Monday-Friday
- If a service day is rescheduled or cancelled by City Of Beaumont, then City Of Beaumont is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Onsite service days rescheduled less than 2 weeks before the scheduled delivery date will incur cancellation fees.
- Services will be scheduled upon written acceptance of the terms and conditions of this proposal.
- We must allow six weeks of lead time from the purchase date for booking service for travel and living purposes.
- Dude Solutions, Inc. maintains the necessary liability coverage for their products and services. Proof of insurance can be provided upon request.

- Asset Essentials is offered based upon the terms and conditions ("Terms") set forth in the Asset Essentials Online Subscription Agreement. (https://dudesolutions.com/aeterms.html)

- Acceptance is expressly limited to these Terms. Any additional or different terms proposed by you (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof.

We are committed to helping you build your knowledge, network and skills – and **Dude University 2020** is the best training and professional development for operations management professionals. Join us for four days of intensive training where you can: (http://www.university2019.com/)

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization.
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient.
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change.
- Receive hands on training and 1on1 guidance from our Client Success experts.

Your registration also includes:

- Professional development and leadership sessions
- Beginner and advanced solution training classes
- Peer-led best practices roundtables and panel discussions
- Hands-on solution training
- Sunday Opening General Session & Motivational Keynote Speaker
- Registered conference attendees also receive the following meals included:
    - **Sunday Welcome Reception & Dinner**
    - **Hot breakfast Monday, Tuesday and Wednesday**
    - **Networking lunch on Monday & Tuesday**
    - **Tuesday Client Appreciation Dinner**

Dude University Policies

CANCELLATION & SUBSTITUTION POLICY

If you are no longer able to attend this event, you may transfer your registration to another individual within your organization up to April 24, 2020. In the event you are unable to transfer your registration, you may cancel in accordance with the following refund terms:

- Cancellations received up until 11:59 pm ET on February 28, 2020 will be fully refunded.
- Cancellations received up until 11:59 pm ET on March 31, 2020 will receive a 50% refund.
- After 11:59 pm ET on March 31, 2020, we are unable to issue a refund.

SPOUSE/GUEST POLICY

EXHIBIT A

Attendees can add a guest when registering for Dude University. Guest passes are available for $200 and include admission to both Sunday and Tuesday evening networking events. Guests must be 21 years or older, and cannot attend conference keynotes, breakout sessions or any other conference meals.

PHOTOGRAPHY, AUDIO AND VIDEO RECORDING

Dude Solutions has photographers and videographers taking pictures and video of events and people. We do not prohibit participants, exhibitors, sponsors, news organizations or other companies from photographing, video, or audio- taping activities in public spaces. By attending this event, you agree that Dude Solutions has the right to use, reproduce, broadcast or incorporate in any manner whatsoever, all or any portion of photographs and/or videos of you for use in marketing materials and/or training materials and for internal use ("Materials"). You grant, irrevocably transfer and assign to Dude Solutions your entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. You also waive any right to royalties or other compensation related to the use of the Materials. You understand that the Materials may be substantially edited, altered, rearranged or modified. You hereby waive any right to inspect or approve the use of the Materials in any media.

BADGE SCANNING

By allowing an exhibitor and/or sponsor to scan your badge throughout the event, you are opting-in to receiving communications from that entity. You will be subject to their communications and privacy policy and must opt-out with them directly.

ADMITTANCE

Dude Solutions, at its sole discretion reserves the right to refuse admittance to or expel from the event anyone for any lawful reason, including but not limited to circumstances where attendee(s) are behaving in a manner that could be disruptive or dangerous to the event or other attendee(s). Attendee(s) who are refused admission or expelled from the event will not receive a refund of any payment rendered.

VIEWS

The views expressed by any event attendee, speaker, exhibitor or sponsor are not necessarily those of Dude Solutions. All event attendees, speakers, exhibitors and sponsors are solely responsible for the content of any and all individual or corporation presentations, marketing collateral, advertising and online Web content. If applicable, Dude Solutions reserves the right to substitute an equally qualified speaker in case of an emergency or cancellation. Dude Solutions has no duty with respect to presenters, exhibitors or sponsors, and makes no endorsements of any presentation or product.

LIMITATION OF LIABILITY

EXHIBIT A

In no event shall Dude Solutions, in the aggregate, be liable for injury or damages of any Attendee during this event or traveling to or from this event. Dude Solutions disclaims any liability for the acts of any outside entities related to this event and reserves the right to cancel the event without liability. Airline tickets, hotel reservations and any other accompaniments in anticipation of attending the event are done at Attendee's own risk. In the event that Dude Solutions cancels the event, Dude Solutions may, at its sole discretion, issue a refund of registration payment.

Each Attendee shall be personally responsible for his/her/their behavior. The organizers do not accept responsibility for the behavior of any Attendee or outside entity during the event. Dude Solutions shall not be liable for any delays or failure in performance or interruption of services resulting directly or indirectly from any cause or circumstance beyond the reasonable control of Dude Solutions.

Attendee(s) at this event agree to indemnify, defend, and hold harmless Dude Solutions, its officers, directors and agents, against all claims arising out of actions or omissions of Attendee(s) at or in connection with this event. Under no circumstances shall Dude Solutions have liability with respect to its obligations under this agreement or otherwise for loss of profits or direct, exemplary, consequential, indirect, incidental, punitive or other indirect damages of any kind whether alleged as a breach of contract or tortious conduct, including negligence, or based on any other cause of action.

Registering to attend this event acknowledges acceptance of these terms and provisions of registration.