Fire Aside Master SaaS Agreement

This Software-as-a-Service (SaaS) Agreement ("Agreement") is being entered into as of _____ ("Effective Date") by and between <u>Grass Valley Fire Department</u> ("Customer"), with a principal place of business at <u>125 E. Main Street, Grass Valley, CA 95945</u> and Fire Aside, Inc. ("Supplier"), a Delaware corporation with a principal place of business at 510 Red Hill Avenue, San Anselmo, CA 94960.

In consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, the parties agree as follows:

1 DEFINITIONS

1.1 "**Data**" means information and data submitted by or on behalf of Customer to Supplier for incorporation into the SaaS Service. This shall also include data that is collected or generated during the use of the Product Modules, definition below.

1.2 "**Documentation**" means the online user instructions or knowledge base, help files and training materials made available by Supplier to Customer for use with the SaaS Service, as may be updated from time to time by Supplier, at it's sole discretion. Changes to Documentation shall not alter the terms and conditions of this Agreement.

1.3 "**SaaS Service**" means Internet access to Supplier's Product Module(s) software.

1.4 "**Services**" means the SaaS Service and any Setup Services.

1.5 "**Setup Services**" means the implementation, consulting, development and other professional services that Supplier may perform as described

in Exhibit A.

1.6 "**Third Party Offerings**" means applications, services, platforms, software and products provided by third parties that interoperate with the SaaS Service and Product Modules.

1.7 "**Users**" means Customer's employees, member agency representatives and consultants (a) who are authorized by Customer to access and use the SaaS Service and (b) who have been supplied unique user identifications and passwords for such purpose by Customer (or by Supplier at Customer's request).

1.8 "**Product Module(s)**" refers to discrete and specialized components or functional units within the Software as a Service (SaaS) offering. Specifically, at the time of this agreement, these modules include: i. ChipperDay® Reservation System, ii. DSI Inspection System, iii. OES Triage Inspection System, and iv. Grants Processing System. All that are applicable shall be described in Exhibit A and provided by Supplier to Customer hereunder. The functional or feature distinctions of Product Modules may be updated from time to time by Supplier, at its sole discretion.

1.9 "**Field Application(s)**" refers to mobile apps, built and maintained by Supplier, primarily for the use of data collection as necessary to utilize Product Module(s).

2   LICENSES AND RESTRICTIONS

2.1 **Access and Use License**. Subject to Customer's compliance with the terms and conditions contained in this Agreement, Supplier hereby grants to Customer, during the term of this Agreement, a limited, non-exclusive, non-transferable right for its Users to access and use the Product Modules of the SaaS Service in accordance with the Documentation in each case solely for Customer's internal business purposes. Customer agrees that its purchase of the Services is neither

contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Supplier regarding any future functionality or features.

2.2 **Restrictions**. Customer shall not, directly or indirectly, and Customer shall not permit any User or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the SaaS Service; (b) modify, translate, or create derivative works based on any element of the SaaS Service or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the SaaS Service; (d) use the SaaS Service for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer, with the exception of use by individuals or residents within Customers contracted area in accordance with the duly contracted Product Module(s); (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties, except as required by law, any evaluation of the SaaS Service and Product Module(s) without Supplier's prior written consent; (g) use the SaaS Service and Product Module(s) for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the SaaS Service and Product Module(s); or (i) attempt to gain unauthorized access to the SaaS Service, Product Module(s), or their related systems or networks.

2.3 **Reservation of Rights**. Except as expressly granted in this Agreement, there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by Supplier.

3 THIRD PARTY OFFERINGS.

3.1 **Third Party Offerings.** The SaaS Service may contain features designed to interoperate with Third Party Offerings. To use such features, Customer may be required to obtain access to such Third Party Offering

from their providers. If the provider of any Third-Party Offering ceases to make the Third Party Offering available for interoperation with the corresponding SaaS Service features on reasonable terms, Supplier may cease providing such features without entitling Customer to any refund, credit, or other compensation. Any use by Customer of any such Third-Party Offerings, and any exchange of data between Customer and any provider of a Third Party Offering, is solely between Customer and the applicable provider of the Third-Party Offering. Supplier does not warrant or support any Third-Party Offering.

3.2 **Supplier Access Codes**. To the extent that Supplier requires that Customer grant Supplier authorizations, logins, passwords or other user credentials to a Third-Party Offering ("Supplier Access Codes") to enable interoperability with the SaaS Service, Customer shall promptly provide such Supplier Access Codes. Supplier shall not share, reassign, divulge or disclose any Supplier Access Codes except to Supplier employees or contractors specifically engaged in the performance of the Services. Supplier Access Codes shall constitute Customer's Confidential Information under this Agreement.

4 PASSWORDS & SECURITY.

4.1 **Passwords**. The SaaS Service shall protect access to tools and data through the use of usernames and passwords. The Customer shall ensure that all passwords, access credentials, and related authentication information are kept strictly confidential. This includes, but is not limited to, login credentials for accessing the SaaS Service and any Field Applications. Customer is responsible for creating strong and secure passwords, utilizing a combination of upper and lower-case letters, numbers, and special characters. Passwords should not be easily guessable and should be updated regularly. Customer shall be, and shall ensure that each of its Users are, responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the User to which it was issued. Customer is solely responsible for any and all access and use of

the SaaS Service that occurs using logins and passwords Supplier issues to Users. Customer shall restrict its Users from sharing passwords. This includes revoking access for users who no longer require it. Customer agrees to immediately notify Supplier of any unauthorized use of any account or login and password issued to Customer's Users, or any other breach of security known to Customer. Customer is responsible for all use of Customer's User accounts, and Customer is responsible for compliance by each User with the terms of this Agreement. Supplier shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section. In cases where the Customer requires assistance with password recovery or account access, they are responsible for following the designated account recovery procedures provided by the SaaS Service.

4.2   **No Circumvention of Security.** Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the SaaS Service. Customer will immediately notify Supplier of any breach, or attempted breach, of security known to Customer.

4.3   **Security Measures.** Supplier implements commercially reasonable technical, administrative, and organizational measures to protect Data both online and offline from loss, misuse, and unauthorized access, disclosure, alteration or destruction.

   4.3.1   **Data In Transit**. Supplier uses industry standard encryption algorithms and best practice configurations to ensure security of data transmissions. For example, encryption using AES-256, Data Authentication using at least SHA1, and Handshake encryption using at least RSA-2048. In certain cases, Supplier may secure data in transit through use of its own encryption and configuration policies, which are recognized as industry standard by a technology standard organizations; like, IEEE and RFC.

   4.3.2   **Access to Software**. Supplier uses SSL/TLS (FTPS) and the SSL/TLS to access/provide access to software or services. The certificate used to encrypt information is from a trusted certificate authority with data authentication of at least SHA1 and handshake encryption

using at least RSA-2048.

4.3.3 **Data at Rest**. Supplier encrypts all data and metadata at rest using an industry standard AES-256 encryption algorithm or as updated and determined by Supplier.

5 CUSTOMER OBLIGATIONS.

5.1 **Data**. Customer shall deliver Data to Supplier as reasonably requested by Supplier. Customer hereby grants to Supplier a non-exclusive, royalty-free, transferable, perpetual, irrevocable, worldwide, fully paid-up license (with rights to sublicense, including, without limitation, through multiple tiers of sublicensees) to use, reproduce, prepare derivative works, distribute, perform, display, and otherwise exploit the Data in connection with the SaaS Service and Supplier's (and its successors' and affiliates') business, including, without limitation, for the purpose of promoting and redistributing part or all of the SaaS Service.

5.2 **Acceptable Uses**. Customer shall be solely responsible for its actions and the actions of its Users while using the SaaS Service. Customer acknowledges and agrees: (a) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Service, including, without limitation, the provision and storage of Data; (b) not to use, send or store data on or to the SaaS Service which violates the rights of any individual or entity established in any jurisdiction; (c) not to upload in any way any data regarding an individual's financial or economic identity, sexual orientation, religious beliefs, medical or physical identity, other than property addresses and ownership records to the extent necessary to use the SaaS Service; (d) not to interfere or disrupt networks connected to the SaaS Service or interfere with other ability to access or use the SaaS Service; and (e) to use the SaaS Service only in accordance with the Documentation. Customer acknowledges and agrees that Supplier neither endorses the contents of any Customer communications or Data, nor assumes any responsibility for any offensive material contained therein, any

infringement of third-party intellectual property rights arising therefrom or any crime facilitated thereby. Supplier, in its discretion, may remove, in its reasonable belief, any violating content posted or stored using the SaaS Service or transmitted through the SaaS Service, without notice to Customer. Notwithstanding the foregoing, Supplier does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Data or any other information or data input into or stored in the SaaS Service for completeness, integrity, quality, accuracy or otherwise. Customer shall be responsible and liable for the completeness, integrity, quality, accuracy, legality, reliability, and appropriateness of Data.

5.3 **Accuracy of Customer's Contact Information; Email Notices**. Customer agrees to provide accurate, current and complete information as necessary for Supplier to communicate with Customer from time to time regarding the Services, issue invoices or accept payment, or contact Customer for other account-related purposes. Customer agrees to keep any online account information current, and inform Supplier of any changes in Customer's legal business name, address, email address and phone number. Customer agrees to accept emails from Supplier at the e-mail addresses specified by its Users for login purposes. In addition, Customer agrees that Supplier may rely and act on all information and instructions provided to Supplier by Users from the above-specified e-mail address.

5.4 **Temporary Suspension**. Supplier may temporarily suspend Customer's or its Users' access to the SaaS Service in the event that either Customer or any of its Users is engaged in, or Supplier in good faith suspects Customer or any of its Users of unauthorized conduct that violates this Agreement. Supplier will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that Supplier's exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. Supplier shall not temporarily suspend Customer's or its User's access to the SaaS Service during a declared local emergency. A suspension may take effect for Customer's entire account and Customer

understands that such suspension would therefore include User sub-accounts. Customer agrees that Supplier shall not be liable to Customer, any of its Users, or any other third party if Supplier exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Supplier's reasonable satisfaction, Supplier shall reinstate Customer's and its Users' access and use of the SaaS Service. Notwithstanding anything in this Section to the contrary, Supplier's suspension of SaaS Service is in addition to any other remedies that Supplier may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Supplier may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

5.5 **Emergency metering**. In the event of emergencies, Supplier may, at its sole discretion, implement temporary measures to conserve critical resources, such as bandwidth, database connections, or access to specific features or functions within the SaaS Service and Product Module(s). These measures are designed to ensure the availability of resources for users and emergency services in affected areas. It is important to note that these resource conservation measures shall not be deemed as a Suspension of service. These resource conservation actions will be taken judiciously to support the continuity of essential services during emergency events, and Supplier will make reasonable efforts to minimize any disruption to regular service usage. This approach is aimed at maintaining the integrity and availability of the SaaS Service and Product Module(s) during critical situations, and Supplier will promptly communicate any such actions to the Customer as far as reasonably practicable.

5.6 **User-generated Content**. Certain features of the SaaS Service and Product Module(s) allow residents; generally the public, to upload images and create user-generated content (hereinafter referred to as

"UGC"). Customer acknowledges and agrees that they are solely responsible for determining whether any user-generated content submitted, posted, or otherwise provided through the services under this Master Services Agreement (the "Agreement") is inappropriate or violates any applicable laws, regulations, or content guidelines; and further, responsible for any and all actions taken as a result of such determination. Customer agrees to indemnify, defend, and hold harmless Supplier, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Customer's determination of inappropriate UGC, the establishment and enforcement of behavior standards, and any actions taken by the Customer in connection with these responsibilities.

6 AVAILABILITY; SUPPORT.

6.1 **Availability**. Subject to the terms and conditions of this Agreement, Supplier will use all commercially reasonable efforts to make the SaaS Service available with minimal downtime during the hours of 0600 (6:00am) through 1800 (6:00pm) Pacific time with the exclusion of US federal holidays, unless otherwise stated an Exhibit to this Agreement; provided, that the following are excepted from availability commitments: (a) planned downtime, with regard to which Supplier will use commercially reasonable efforts to provide at least 24 hours advance notice, and (b) routine maintenance times as reasonably specified by Supplier, and (c) any unavailability caused by circumstances of Force Majeure described in Section 15.10.

6.2 **Enhancements**. Certain enhancements to the SaaS Service made generally available at no cost to all subscribing customers during the term of this Agreement will be made available to Customer at no additional charge, subject to any conditions that may be required by Supplier. However, upon prior approval, the availability of some new enhancements or modules to the SaaS Service may require the payment of additional fees, and Supplier will determine at its sole discretion

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whether access to any other such new enhancements will require an additional fee. This Agreement will apply to, and the SaaS Service includes, any bug fixes, error corrections, new builds, enhancements, updates, upgrades and new modules to the SaaS Service subsequently provided by Supplier to Customer hereunder.

6.3 **Support**. Supplier will provide technical and service-related support to Customer via both electronic mail and the support ticketing system, on weekdays during the hours of 0700 (7:00 am) through 1800 (6:00 pm) Pacific time, with the exclusion of US federal holidays ("Support Hours"). After hours support will be triaged based on severity with a focus to prioritize any issues related to resident access. Customer can seek support by calling the Supplier or by emailing support@fireaside.com.

7   SETUP SERVICES.

7.1   Supplier shall use commercially reasonable efforts to perform the Setup Services as set forth in Exhibit A. Supplier and Customer shall cooperate to enable Supplier to perform the Setup Services according to the dates of performance and delivery terms set forth in Exhibit A. In addition, Customer shall perform any Customer obligations specified in Exhibit A. In the event the Setup Services are not performed in material accordance with the terms of Exhibit A, Customer shall notify Supplier in writing no later than thirty (30) calendar days after performance of the affected Setup Services by Supplier. Customer's notice shall specify the basis for noncompliance with Exhibit A, and if Supplier agrees with the basis for non-compliance, then at Supplier's sole option, Supplier shall re-perform the Setup Services at no additional charge to Customer or refund to Customer the applicable fees for the affected Setup Service. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SUPPLIER'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO PERFORMANCE OR NON-PERFORMANCE OF THE SETUP SERVICES.

8 FEES AND PAYMENT.

8.1 **Fees**. Customer agrees to pay all fees specified in Exhibit A using one of the payment methods supported by Supplier.

8.2 **Invoices and Payment**. Except as otherwise specified in this Agreement or in Exhibit A, all fees will be invoiced in advance. Except as otherwise set forth in the applicable Exhibit, Customer agrees to pay all invoiced amounts within thirty (30) calendar days of the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Supplier and notifying Supplier of any changes to such information.

8.3 **Taxes**. "**Taxes**" means all taxes, levies, imposts, duties, fines or similar governmental assessments imposed by any jurisdiction, country or any subdivision or authority thereof including, but not limited to federal, state or local sales, use, property, excise, service, transaction, privilege, occupation, gross receipts or similar taxes, in any way connected with this Agreement or any instrument, or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes imposed on or measured by a party's net income. Notwithstanding the foregoing, Taxes shall not include payroll taxes attributable to the compensation paid to workers or employees and each party shall be responsible for its own federal and state payroll tax collection, remittance, reporting and filing obligations. Fees and charges imposed under this Agreement or under any document ancillary to or referenced by this Agreement shall not include Taxes except as otherwise provided herein. Customer shall be responsible for all of such Taxes. If, however, Supplier has the legal obligation to pay Taxes and is required or permitted to collect such Taxes for which Customer is responsible under this section, Customer shall promptly pay the Taxes invoiced by Supplier unless Customer has furnished Supplier with valid tax exemption documentation regarding such Taxes at the execution of this Agreement or at the execution of any subsequent instrument or agreement ancillary to or referenced by this Agreement. Customer shall comply with all applicable tax laws and regulations.

9 REPRESENTATIONS AND WARRANTIES.

9.1 **Mutual Representations and Warranties**. Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) it has the right to grant the licenses it grants hereunder; and (c) its acceptance of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence or in trust.

9.2 **Supplier Warranties**. Supplier represents and warrants that it will provide the SaaS Service in a professional manner consistent with general industry standards and that the SaaS Service will perform substantially in accordance with the Documentation. SUPPLIER WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. SUPPLIER DOES NOT GUARANTEE THAT THE SAAS SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT SUPPLIER WILL CORRECT ALL SAAS SERVICE ERRORS. CUSTOMER ACKNOWLEDGES THAT SUPPLIER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SUPPLIER (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER SUPPLIER NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SAAS SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL SUPPLIER OR ANY OF ITS SERVICE PROVIDERS BE LIABLE

FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

10 INDEMNIFICATION.

10.1 **Supplier Indemnity**. During term of this Agreement, Supplier, at its expense, shall to the fullest extent permitted by law indemnify, release, hold harmless, and defend Customer and its officers, agents, directors and employees (the "Customer Indemnified Parties") from and against all actions, proceedings, claims and demands by a third party (a "Third-Party Claim") alleging that the SaaS Service infringes any copyright or misappropriates any trade secret or intellectual property rights and shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Supplier's obligations under this Section are conditioned upon (i) Supplier being promptly notified in writing of any claim under this Section though Supplier is only excused to the extent it is prejudiced by lack of prompt notice, (ii) Supplier having the right to control the defense, except as required by law, and (iii) Customer providing all reasonable assistance (at Supplier's expense and reasonable request) in the defense of such claim. In no event shall Customer settle any claim without Supplier's prior written approval. Customer may, at its own expense, engage separate counsel to advise Customer regarding a Claim and to participate in the defense of the claim, subject to Supplier's right to control the defense and settlement.

10.2 **Customer Indemnity**. During the term of this Agreement, Customer shall defend Supplier and its officers, directors and employees ("Supplier Indemnified Parties") from and against any and all Third-Party Claims which arise out of or relate to: (a) a claim or threat that the Data (and the exercise by Supplier of the rights granted herein with respect thereto) infringes, misappropriates or violates any third party's intellectual property rights, privacy rights or other rights; (b) Customer's use or alleged use of the SaaS Service other than as

permitted under this Agreement; (c) or bodily injury, death of any person or damage to real or tangible, personal property resulting from Customer's use or alleged use of the SaaS Service. Customer shall pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Customer's obligations under this Section are conditioned upon (x) Customer being promptly notified in writing of any claim under this Section, (y) Customer having the sole and exclusive right to control the defense and settlement of the claim, and (z) Supplier providing all reasonable assistance (at Customer's expense and reasonable request) in the defense of such claim. In no event shall Supplier settle any claim without Customer's prior written approval. Supplier may, at its own expense, engage separate counsel to advise Supplier regarding a Third-Party Claim and to participate in the defense of the claim, subject to Customer's right to control the defense and settlement.

11 LIMITATIONS OF LIABILITY.

11.1   11.1 NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF SUPPLIER) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections

entitled "Restrictions", "Indemnification", or "Confidentiality".

12 CONFIDENTIALITY.

12.1 **Confidential Information**. "Confidential Information" means any and all non-public technical and non-technical information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; and (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business. Confidential Information of Supplier shall include the SaaS Service, the Documentation, and pricing and other terms and conditions of this Agreement. Confidential Information also includes all summaries and abstracts of Confidential Information. For the avoidance of doubt, Customer agrees that Data is not Confidential Information of Customer.

12.2 **Non-Disclosure**. Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. Subject to Section 12.2 (Anonymized Usage Statistics), the Receiving Party shall, at all times, both during the term of this Agreement and thereafter, to the greatest extent allowable

under the law, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it, and the Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under this Agreement. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. Subject to Section 12.2 (Anonymized Usage Statistics), the Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and agents who need access to such Confidential Information in order to affect the intent of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

12.3 **Exceptions to Confidential Information**. The obligations set forth in Section 11.2 (Non-Disclosure) shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (x) assert the confidential nature of the Confidential Information to the agency; (y) immediately notify the

Disclosing Party in writing of the agency's order or request to disclose; and (z) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality. Customer will provide Supplier with notice of any Public Records request related to Supplier's confidential information so that Supplier, not Customer, may seek a protective order to prevent disclosure of its materials.

12.4 **Injunctive Relief.** The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

13 PROPRIETARY RIGHTS.

13.1 **SaaS Service**. As between Supplier and Customer, all right, title and interest in the SaaS Service and any other Supplier materials furnished or made available hereunder, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Supplier or Supplier's licensors and providers, as applicable.

13.2 **Anonymized Usage Statistics**. Notwithstanding anything in this Agreement to the contrary, during and after the term of this Agreement, Supplier is free to use and disclose data and information relating to Customer's use of the Services, including but limited to pictures, employee-captured data or resident entered data, in any aggregated or de-identified form ("Anonymized Usage Statistics"). As between Supplier and Customer, all right, title and interest in the Anonymized Usage Statistics and all intellectual property rights

therein, belong to and are retained solely by Supplier. Without limiting the foregoing, Customer agrees that Supplier may (a) make Anonymized Usage Statistics publicly available, (b) disclose Anonymized Usage Statistics to third parties, and (c) use Anonymized Usage Statistics for any purpose, including any analysis, service enhancement or marketing.

13.3 **Supplier Developments**. All inventions, works of authorship and developments conceived, created, written, or generated by or on behalf of Supplier, whether solely or jointly, including without limitation, in connection with Supplier's performance of the Setup Services hereunder, all resulting work product and deliverables ("Supplier Developments") and all intellectual property rights therein, shall remain the sole and exclusive property of Supplier.

13.4 **Customer Materials**. As between Supplier and Customer, Customer will exclusively own all rights, title and interest in and to the Data, information and other materials required by the Supplier to perform the Services, including all Intellectual Property Rights therein. This Data includes, but is not limited to information collected by inspectors, including first name, last name, residential address, relationship to the named person(s) to the property at the residential address, such as owner, occupant, tenant, or family member; person(s) contact information including email address and/or telephone phone number.

14 TERM AND TERMINATION.

14.1 **Term**. This Agreement shall commence on the Effective Date and, unless terminated sooner in accordance with the terms of this Agreement, shall continue for an initial term of three (3) years. After the initial term, this Agreement will automatically renew for additional one-year periods, unless either party gives the other party notice of its intent not to renew at least ninety (90) days prior to the end of the initial term or then current renewal term. Termination will be effective at the end of the applicable term in which no such notice is received.

14.2 **Termination for Cause**. A party may terminate this Agreement upon written notice to the other party in the event the other party (a) files a petition for bankruptcy or has a petition for bankruptcy filed against it that is not dismissed within sixty (60) days after filing or admits its inability to pay its debts as they mature, makes an assignment for the benefit of its creditors or ceases to function as a going concern or to conduct its operations in the normal course of business and such termination shall occur immediately upon notice; or (b) commits a material breach of this Agreement and does not remedy such breach within thirty (30) days after receipt of written notice of such breach. Upon any termination for cause by Customer, Supplier shall refund to Customer any prepaid amounts attributable to the period of time after the termination date, as reasonably determined by Supplier. Upon any termination for cause by Supplier, Customer shall pay any unpaid fees covering the remainder of the term of this Agreement after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Supplier for the period prior to the effective date of termination.

14.3 **Termination for Convenience.** This Agreement may be terminated by the Customer in accordance with this clause in whole, or in part, upon sixty (60) days prior written notice, whenever the Customer shall determine that such termination is in the best interest of the Customer. The Customer will pay all reasonable costs associated with this Agreement that the Supplier has incurred up to the date of termination, and all reasonable costs associated with termination of the Agreement. In the event of a termination for convenience, Customer shall not be entitled to any refund of fees.

14.4 **Effects of Termination**. Upon expiration or termination of this Agreement, (a) Customer's use of and access to the SaaS Service and Supplier's performance of all Setup Services shall cease, (b) all fees and other amounts owed to Supplier hereunder shall be immediately due and payable by Customer, and (c) Supplier shall provide Customer with all Data within thirty (30) days of expiration or termination.

14.5 **Survival**. The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive (including, without limitation, the payment terms and the provisions concerning ownership, confidentiality, limitation of liability, indemnity, warranty disclaimers, and the Data license from Customer to Supplier).

15 MISCELLANEOUS.

15.1 **Notices**. Supplier may give notice to Customer by means of a general notice through the SaaS Service interface, electronic mail to Customer's e-mail address on record with Supplier, or by written communication sent by first class postage prepaid mail or nationally recognized overnight delivery service to Customer's address on record with Supplier. Customer may give notice to Supplier by written communication sent by first class postage prepaid mail or nationally recognized overnight delivery service addressed to Supplier, 510 Red Hill Avenue, San Anselmo, CA, Attention: Legal. Notice shall be deemed to have been given upon receipt or, if earlier, two (2) business days after mailing, as applicable. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

15.2 **Governing Law**. This Agreement and the rights and obligations of the parties to and under this agreement shall be governed by and construed under the laws of the United States and the State of California as applied to agreements entered into and to be performed in such State without giving effect to conflicts of laws rules or principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties further agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form. Any disputes arising out of or in connection with

this Agreement, including but not limited to any question regarding its existence, interpretation, validity, performance or termination, or any dispute between the parties arising from the parties' relationship created by this Agreement, shall be heard in the state and federal courts located in Marin County in the State of California and the parties hereby consent to exclusive jurisdiction and venue in such courts.

15.3 **Publicity**. Supplier has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Supplier business development and marketing efforts, including without limitation Supplier's website.

15.4 **Waiver**. No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

15.5 **Severability**. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

15.6 **Assignment**. Customer may not assign its rights or delegate its obligations under this Agreement to any third party, whether voluntarily or by operation of law or otherwise (including in connection with any merger or acquisition involving Customer), without the prior written consent of Supplier, such consent not to be unreasonably withheld, and subject to Customer paying any applicable transfer or set-up fees. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, this Agreement will bind and benefit the parties and their successors and permitted assigns.

15.7 **Relationship of the Parties**. Supplier is an independent contractor to Customer. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

15.8 **Disentanglement**. Supplier shall cooperate with Customer and Customer's contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Supplier shall cooperate with Customer's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the provision of services or the Customer's activities. Supplier shall return to Customer all Customer assets and Confidential Information in Supplier's possession. Supplier shall promptly remove from Customer's premises, or the site of the work being performed by Supplier for Customer, any Supplier assets. Supplier shall deliver to Customer or its designee, at Customer's request, all Confidential Information of Customer, and after return of same, Supplier shall destroy all copies thereof not turned over to Customer, all at no charge to Customer.

15.9 **Dispute Resolution**. Customer's satisfaction is an important objective to Supplier in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

15.10 **Force Majeure**. Neither party shall be liable for any failure or delay in

performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather; unavailability of necessary utilities or raw materials; Internet service provider failures or delays, or denial of service attacks; war, civil unrest, acts of terror, insurrection, riot, acts of God or the public enemy; strikes or other labor problems; any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement); or any other event beyond the reasonable control of the party whose performance is to be excused.

15.11 **Entire Agreement.** This Agreement, including all exhibits and all documents referenced herein, constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date hereof.

Fire Aside, Inc.   Grass Valley Fire Department

_____   _____

Name: Jason Brooks   Name: _____
Title: Chief Executive Officer   Title: _____

EXHIBIT A

SaaS Service Product License Agreement

This LICENSING AGREEMENT ("Licensing Agreement") is being entered into as of _____ ("Effective Date") by and between Fire Aside, Inc. ("Fire Aside" "Supplier" or "Licensor") and Grass Valley Fire Department

(hereinafter referred to as "Customer" or "Licensee").

WHEREAS, Fire Aside is the developer and provider of a proprietary software system known as SaaS Service, hereinafter referred to as the "System," which consists of various modules designed to support government and non-government public safety agencies and organizations;

WHEREAS, Licensee has entered into a Master SaaS Agreement with Supplier, hereinafter referred to as the "Original Agreement";

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Licensor and Licensee agree as follows:

1   TERM + RENEWAL

1.1   The initial term of this Agreement ("Initial Term") shall commence on the Effective Date and shall continue for a period of three (3) years. Following the Initial Term, this Agreement shall automatically renew for successive periods of 1 year each (each a "Renewal Term"), unless either party provides written notice of non-renewal to the other party at least 90 days before the expiration of the then-current term. In the event of non-renewal, the party intending not to renew shall provide written notice of non-renewal to the other party in accordance with the notice provisions of the Original Agreement.

2 2. PRODUCT MODULES DESCRIPTION

2.1 **DSI Inspection System**. The DSI Inspection System ("DSI") provides organizations with a robust and comprehensive suite of tools for performing rich defensible space and home hardening data collection. This module consists of three primary components and each has been built for specific stakeholders. Together, these components are designed to increase the efficiency of inspection teams, provide actionable insights for managers and leadership, and increase resident participation in creating higher levels of compliance with both legal requirements and site-specific risk recommendations. In addition, the data captured in this system can provide data to authorized external reporting agencies and/or systems.

2.1.1 **Program Management.** The administrative component of the DSI package provides leaders and managers with capabilities centered on managing team members and permissions, reviewing discoveries on micro and macro levels, and manage collected and integrated data about parcels. A program manager can add and remove inspectors, change credentials, and review all inspection activity. Throughout this component of the system, administrators can access rich reporting insights around inspection performance, resilience and compliancy, and community risk.

2.1.2 **Field Inspectors.** The field component of the DSI module is an iPad-based interface for inspectors to conduct property inspections, as well as, access information about parcels within the designated and licensed region ("Boundary Area"). The inspection tools allow users to quickly and easily discover vulnerable and resilient features of a parcel, as well as, add context to or resolve a pre-existing discovery, in the case of re-inspections. Inspectors can quickly identify what has been found, approximate where the discovery is located on a map, and optionally take pictures and create comments.

2.1.3 **Residents.** This component provides a digital experience where residents can interact with their defensible space report, which is the collection of discoveries made by field inspectors. One of the primary benefits of the digital delivery model is the ability to geo-locate, for residents, the location of discoveries on the parcel, both by pinpointing on their property but also including pictures from the inspector. This report also contains content that helps residents understand the issues that have been identified and how best to resolve them. Perhaps the most important element of the resident portal is the ability for residents to submit a resolution to a discovered issue, directly through the portal.

2.2 **Updates and Enhancements**. Supplier reserves the right, at its sole discretion, to alter, modify, enhance, or otherwise change the features, functionality, or performance of the modules. Supplier shall make reasonable efforts to notify Licensee in advance of any significant updates that may materially impact the use of the module(s). However, Licensee acknowledges and agrees that Supplier may, from time to time, release minor updates, bug fixes, and routine enhancements without prior notice.

2.3 **Installation of Updates.** When required, Licensee agrees to promptly implement any updates provided by Supplier, as well as, updates provided by the manufacture(s) of the computing and mobile devices used to access SaaS Service and the licensed Product Modules ("Updates"). Licensee further acknowledges that failure to do so may result in loss of data or decreased performance or compromised functionality of the module(s). Fire Aside shall not be liable for any damage, loss, or inconvenience caused by Licensee's failure to install Updates.

3 SETUP SERVICES

3.1 **Standard Setup.** Configuring the SaaS Service will require the establish of eligible area and an initial ingest of public property or parcel data. Supplier shall perform Setup Services and invoice Customer for "Setup Fee(s)" described below to formalize the eligible

area, ingest parcel data, and risk assessment information, if known, available and provided by Customer. Setup Services may also include:

    3.1.1 Remote training on how to configure, manage and use the system for both program managers and field users.

    3.1.2 Initial setup and training on configuration of resident facing services.

    3.1.3 Configuration of branding (logo, addresses, contact info, etc).

    3.1.4 Creation of operating area and map packs for offline use.

3.2   **Customized Setup Services.** Any included custom setup services are listed here: None

4 Optional Services

4.1   **Optional Services.** Suppliers offers different services which enable the Customer to complete additional task via an integrated offering

    4.1.1 **Campaign Tools.** Fire Aside Campaign tools enable the creation of emails and direct mails based on information known about a parcel related to its wildfire risk. Emails require collection of email(s) in relationship to a property. Direct Mail defaults to the latest legal property owner as available in tax records with the ability to override as needed to send to an individual's physical address if different from legal owner records.

    4.1.2 **Risk to Home.** License & enabling the Pyrologix Risk to Home integrates the wildfire likelihood and intensity with estimated consequences to the home in the pixel (parcel). This does the best to estimate the relative risk to the structure(s) on the parcel. This data set typically updates every 2 years based on latest risk models and vegetation information.

    4.1.3 **DocuSign.** Electronic signature services on templates created in the Fire Aside PDF Template tool.

    4.1.4 **US Mail.** Automatic and individual processing and sending of postcards, letters and full reports via US Mail.

4.2   **Usage.** Customer may choose to utilize at its sole discretion and nothing in here requires Customer to use Optional Services.

4.3   **Availability**. Supplier may modify or add additional Optional Services from time to time.

5   PRICING

5.1   Setup Fees. The Setup Fees are required to customize and prepare the modules for Customer. Setup Fees shall be invoiced upon the execution of this agreement and payable in accordance with the terms in the Master SaaS Agreement.

Due to previous setup work for Nevada Fire Safe Council and Nevada City the setup fee is $0.00

5.2   **Annual Usage Fee.** The Per Residential Parcel option allows Customer to perform unlimited residential evaluations within the applicable boundary area. This fee is calculated by multiplying the number of residential parcels **(4,555)** within the boundary area by the price per parcel. Changes to the boundary area may result in changes to the Annual Usage Fee.

The Annual Unlimited Usage Fee is $11,660.80

6 **Pricing on Optional Items.**   The following items are charged only if the service is used.

6.1   DocuSign. Customer may initiate sending a DocuSign for signature of a document via the Supplier for a fee of $5.00 per envelope.

6.2   US Mail. $1.25 per postcard; $1.55 per 1 page letter; $2.00 per 2-page letter and an additional $0.15 for each additional page after 2.   Any increase in US Postage costs during this Term will be passed through at cost.

6.3   Campaign Module. Charged at $100 / month for any month when 1+ campaigns are sent.

7 INVOICING

7.1   The table below reflects the invoices that shall be submitted upon the execution of this Agreement, as well as, estimated recurring invoices for any additional years in the Initial Term of this Agreement.

Description	Amount	Invoice Date
Total Setup Fees	$0.00	Not applicable
Annual Usage Licensing Fee	$5,830.40	May 31st
Annual Usage Licensing Fee	$5,830.50	October 31st

Signature on the following page

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date hereof.

Fire Aside, Inc.   Grass Valley Fire Department

_____   _____

Name: Jason Brooks   Name: _____

Title: Chief Executive Officer   Title: _____

EXHIBIT B

INSURANCE COVERAGE

Scope of Coverage.

During the term of this Agreement, Supplier shall maintain, at no expense to Customer, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.
2. A personal automobile liability insurance policy (owned, non-owned, and hired vehicles) in the minimum amount of one million dollars ($500,000 bodily injury; $100,000 property damage) dollars per occurrence.
3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) aggregate, to cover any claims arising out of the Supplier's performance of services under this Agreement. Where Supplier is a professional not required to have a professional license, Customer reserves the right to require Supplier to provide professional liability insurance pursuant to this section.
4. If it employs any person, Supplier shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars ($1,000,000) per accident for bodily injury or disease. Supplier's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against Customer.
5. Supplier will at all times during the term of this Agreement maintain "errors and omissions" insurance coverage which is customarily carried by consultants performing functions that are similar to those performed under this Agreement and in an amount which is comparable to that which is customarily maintained by consultants performing such functions.

6. Supplier shall, at its own expense, procure and maintain in full force at all time during the term of this Agreement Cyber Insurance covering cyber and network risks. Such insurance shall include, but not be limited to, coverage for: (a) liability arising from theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form; and (b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software and programs stored thereon. Such insurance will be maintained with limits of no less than $3,000,000 per claim and in the annual aggregate, and may be maintained on a stand-alone basis, or as cyber insurance coverage provided as part of any professional liability insurance policy. This insurance shall have a retroactive date that equals or precedes the effective date of this Agreement. Supplier shall maintain such coverage until the later of: (1) a minimum period of three (3) years following termination or completion this Agreement, or (2) until Supplier has returned or destroyed all Confidential Information in its possession, care, custody or control, including any copies maintained for archival or record keeping processes.

Other Insurance Requirements.

The insurance coverage required of the Supplier above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the Customer, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.
2. The additional insured coverage under Supplier's insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by Customer and shall not call upon Customer's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in Supplier's policies shall be at least as broad as ISO form CG20 01 04 13.
3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by

endorsement, coverage for contractual liability and personal injury.

4. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five (5) years.

5. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

By execution of this Agreement, Supplier hereby grants to Customer a waiver of any right to subrogation which any insurer of Supplier may acquire against Customer by virtue of the payment of any loss under such insurance. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Customer has received a waiver of subrogation endorsement from the insurer.

 The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of Customer (if agreed to in a written contract or agreement) before Customer's own insurance or self insurance shall be called upon to protect it as a named insured.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to Customer or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Supplier under this agreement.

Deductibles and SIR's.
Any deductibles or self-insured retentions in Supplier's insurance policies must be declared to and approved by the Supplier and General Counsel and shall not

reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or Customer or other additional insured party. At Customer's option, the deductibles or self-insured retentions with respect to Customer shall be reduced or eliminated to Customer's satisfaction, or Supplier shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

Proof of Insurance.

Supplier shall provide to the Customer or Customer's General Counsel all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. Customer reserves the right to obtain a full certified copy of any insurance policy and endorsements from Supplier. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by Customer.