



# County of Solano Contract Review Worksheet DocuSign only

Contract Number:

(Dept., Division, FY, #)

Authority:

☐ Dept Head Execute☐ CAO Execute☒ BOS Approval Required**NOTE: Please review all instructions on the back of this worksheet before you begin processing.**

1. Department/Division: SHERIFF'S OFFICE		2. Date: 9/10/25	
3. Contract Administrator: Erika Manuel		4. Phone Ext: 7064	
5. Contract Attributes: <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  <input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Original Bid/RFP Required? <input type="checkbox"/> YES <input type="checkbox"/> NO Sole Source Contract? Bid/RFP No: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Date Please attach copy of Bid/RFP or justification. 6. Description of Contract: Evacuation zone plan and management services software	
		<input checked="" type="checkbox"/> Amendment/Change Order Amendment/Change Order Number Contract No: Date: Please attach copies of original/amendments 7. Name of Contractor: Genasys Inc. 8. EIN SSN	
9. Is Contractor a California Public Pension Plan Retiree? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes: Name of Public Pension Plan: Date of Retirement:			
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please describe relationship: Does Contractor have a personal relationship with someone in another Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 7/12/22 This amendment:		13. Termination Date: 7/11/25 By this amendment:	
14. Contract Budget: Original Contract Amount: \$ 314,756 Total of Previous Amendments: \$ Current Amendment: \$ 93,663 Total Amount of Contract \$ 408,419		15. Payment Terms: <input checked="" type="checkbox"/> Prepaid <input type="checkbox"/> Arrears <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Progress <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Actual <input type="checkbox"/> Estimate	
		16. Source of Funds: <input type="checkbox"/> Fed/State Grant <input checked="" type="checkbox"/> Fed/State Funding <input type="checkbox"/> County Specify: DODD FUNDING _ Fed Catalog No: State Legislation: <input type="checkbox"/> AB <input type="checkbox"/> SB	
17. Fund: 256 Budget Unit: 2532 Sub-object: 0002270		18. Current Appropriation Sufficient? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request.			
20. Remarks			
21. Signature Route: Erika Manuel Email esmanuel@solanocounty.gov Department Contract Administrator Erika Manuel Contractor Signatory Name (Informational only) Email Jeff Liddicoat Email jliddicoat@solanocounty.gov Department Head or Designee Jeff Liddicoat County Counsel Reviewer Michael McDonald Email memcdonald@solanocounty.gov Michael McDonald County Counsel Reviewer Michael McDonald			
HR Analyst (for Contract Employees) or Risk Management (for insurance changes) Tami Lukens Email tdlukens@solanocounty.gov CAO Analyst Tami Lukens William Emlen Email wfemlen@solanocounty.gov Authorizing Signature (CAO/DH) Bill Emlen			

## AMENDMENT TO MASTER SOFTWARE AND HOSTING SERVICES AGREEMENT

This Amendment (“Amendment”) is between Genasys Inc. (“Genasys”) and County of Solano (“Customer”). This Amendment is effective as of July 12, 2025 (“Effective Date”). Genasys and County of Solano are each a “Party” and collectively “Parties”.

The Parties now wish to incorporate certain changes into the Agreement as follows:


1. Pursuant to Section 6.1 of the Master Software and Hosting Services Agreement between the County of Solano (“Customer”) and Genasys Inc. effective July 12, 2022, the Customer hereby requests and elects to renew the Agreement for an additional one (1) year Extended Term. All other terms and conditions of the Agreement shall remain in full force and effect.
2. Amend Exhibit B to add Q-14627 to reflect additional one year term for \$93,663, with an updated Total Contract Value of \$408,419.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

**Genasys Inc.**

By: Cassandra Monteon  
Name: Cassandra Monteon  
Title: CFO  
Date: 09/12/2025

**Agency**

By:   
William Emlen (Sep 23, 2025 15:22:27 PDT)  
Name: William Emlen  
Title: \_\_\_\_\_  
Date: 09/23/2025

Approved as to Content:



Sheriff or Designee

Approved as to Form:

Michael McDonald  
County Counsel

## QUOTE

16262 W. Bernardo Dr.  
San Diego, CA 92127

**Prepared By:** Becky Houseman

**Bill To:**  
Solano County  
675 Texas Street, Fairfield, CA, 94533, United States

**Quote Number:** Q-14627  
**Date Created:** Sept 10, 2025  
**Valid Through:** Sep 30, 2025  
**Contract Term :** 1 -Year  
**Subscription Start Date:** Jul 12, 2025  
**Subscription End Date:** Jul 12, 2026

**Customer Contact:**  
Robyn Rains  
rlrains@solanocounty.com  
707-784-1600

## Order Details

## Annual System Licenses

Feature #	Product Description	Qty.	Annual Net Price
GP-EVAC	Genasys EVAC	454,000	\$93,663.00

**Annual Recurring Subscription Fees:** **\$93,663.00**

<b>Total First Year</b>	<b>\$93,663.00</b>
-------------------------	--------------------

<b>12-Month Term Renewal Total</b>	<b>\$93,663.00</b>
------------------------------------	--------------------



## Order Summary

---

### Genasys EVAC (GP-EVAC) Includes:

#### Alert Channels and Integrations

- Genasys Protect Mobile App and Website (Community App)
- Unlimited zone-based updates to third parties (i.e. Tablet Command, Intterra, ESRI, and WAZE)

#### Mapping and Planning Tools

- Fully integrated GIS (ESRI) mapping environment and tools
- Geo-targeted notifications using freehand polygons, city boundaries and/or predefined zones
- Algorithmically defined evacuation zones with metadata
- ESRI ArcGIS Connector – bring in static or connect to live data (facilities, local government, third-party)
- Evacuation status update workflows
- Dynamic geographic asset library (facilities, road closures, shelters, etc.)
- Simple tools to create subzones (split, merge and refine)
- Genasys Zone Mapping Service (ZMS) - integrate alert geometry into existing GIS systems (for non-public use cases)
- Live threat feeds (traffic, hot-spot, weather, AQI, fires, red flag)
- Document Library - documents for collaboration and offline use
  - Always up-to-date PDF Evacuation Pre-Plan reports (sharable QR code)
  - Standard Static Grid MapBook (PDF) at 12000 & 24000 scale
  - Avenza-ready geo-PDFs
- Hazard Library – multi-hazard models for drills, training, and live incidents
  - On-demand wildfire simulations anywhere in the United States
  - Standard flood and dam inundation mapping
  - Traffic Modeling for clearance times and chokepoint analysis

#### Customer Success

- Dedicated Success Manager for onboarding and long-term engagement
- 24x7x365 Technical Support (On-call L1/L2, STD SLA, Platform Monitoring)
- Up to ten (10) live operator alert initiations per year
- Unlimited access to Genasys Customer Center (GCC)
  - Access to on-demand online training curriculum
  - Community outreach campaign materials to drive awareness and sign-ups
  - Ad Hoc Instructor-led online webinars and huddles (meet with your peers)
  - Access to workflows, templates, and peer-to-peer resources
- Initial data & contact loading support

#### Administration and Contact Management

- Flexible user profile and permission configuration
- Intuitive user interface for easy deployment, management, and training
- Open access to API-based web services
- Unlimited credentialed users (ALERT and/or EVAC)
- Streamlined user/group management and access



## Terms & Conditions

---


This quote is a renewal of system licenses.

It is agreed that any additional Genasys Protect products purchased after the effective date of this agreement are due upon receipt of the invoice. Any added product subscription licenses will be priced and invoiced on a coterminous annual basis and maintain the original contractual expiration date of this Genasys Protect System or any subsequent renewal expiration date as extended. Any additional Genasys Protect professional services purchased will be invoiced after delivery of services.

Pursuant to Section 6.1 of the Master Services Agreement between the County of Solano ("Customer") and Genasys Inc., the Customer hereby requests and elects to renew the Agreement for an additional one (1) year Extended Term. All other terms and conditions of the Agreement shall remain in full force and effect.

Acknowledged and Agreed:

Solano County

Signature:	
Name:	
Title:	
Date:	





This **MASTER SOFTWARE AND HOSTING SERVICES AGREEMENT** (this "**Agreement**") is by and between **GENASYS INC.**, a Delaware corporation having its principal place of business at 16252 W Bernardo Drive, San Diego, CA 92127 ("**Genasys**") and the undersigned service subscriber ("**Subscriber**"). Subscriber and Genasys may be referred to in this Agreement each as a "**Party**" and collectively are the "**Parties**").

## **1.0 ACCESS RIGHTS, RESTRICTIONS, AND OBLIGATIONS.**

**1.1 General.** The Parties agree that this Agreement shall govern and control Genasys' provision of and Subscriber's access to and use of the Service at each of Subscriber's facilities.

**1.2 Limited Access License.** Subject to the terms and conditions of this Agreement, Genasys grants to Subscriber and its Users only a personal, limited, non-exclusive, non-transferable, non-sublicensable license for access and use of the Service during the Term strictly in accordance with the terms of this Agreement.

**1.3 Reservation of Rights.** Except as expressly granted in this Agreement, no other licenses are granted to Subscriber, whether express, implied, or by way of estoppel. All rights not expressly granted in this Agreement, are reserved by Genasys.

### **1.4 Account Security.**

**1.4.1** Subscriber agrees to maintain security regarding its account identification ("**ID**"), password, and connectivity with and to the Service. Subscriber is responsible for all notifications transmitted through the Service. If Subscriber's account ID or password are stolen or otherwise compromised and used for malicious purposes, Subscriber acknowledges that it is responsible for all notifications sent using the stolen account information. Subscriber is obligated to promptly contact Genasys to have such account ID or passwords changed to prevent continued malicious use of the Subscriber's account. Subscriber is responsible for all activities relating to Subscriber's account and the use and misuse by Subscriber, its Users, and any third party that wrongfully obtains access from Subscriber of its Users of the Service and the systems and networks through which the Service is provided.

**1.4.2** Subscriber agrees to conduct only authorized business on the systems and networks through which the Service is offered pursuant to this Agreement. Subscriber's level of access to such systems and networks is expressly limited to ensure Subscriber's access is no

more than as is necessary for purposes of this Agreement. If Subscriber believes it is being granted access that it should not have, Subscriber must promptly notify the Genasys Operations Center by calling +1.858.676.1112 or by emailing [support@genasys.com](mailto:support@genasys.com).

**1.4.3** Subscriber will: (a) maintain the confidentiality of its authentication credentials, including its password(s), and not to reveal its authentication credentials to any unauthorized person; (b) follow proper log-on/log-off procedures from all systems and networks through which the Service is provided; (c) (i) manually log-on to all sessions and (ii) not store password(s) locally on its systems or networks or utilize any automated log-on capabilities; (d) promptly log-off when session access is no longer needed or close its browser if a log-off function is unavailable; (e) never leave computers accessing the Service unattended while logged into the system or network through which the Service is offered; (f) immediately report all security incidents or suspected incidents (e.g., lost passwords, improper or suspicious acts) related to Genasys systems and networks to the Genasys Operations Center by calling +1.858.676.1112 or by emailing [support@genasys.com](mailto:support@genasys.com); (g) not establish any unauthorized interfaces between systems, networks, and applications owned by Genasys.

**1.4.4** Subscriber acknowledges and agrees that its access to systems and networks owned or licensed by Genasys is governed by and subject to, and Subscriber shall comply with, all applicable local, state, federal and foreign laws, treaties, regulations and conventions, which are or may become applicable to the Service, including without limitation the Privacy Act, 5 U.S.C. 552a and anti-spam legislation, (collectively, the "**Applicable Laws**"). Subscriber acknowledges and agrees that by accessing and using the systems and networks owned or licensed by Genasys, Subscriber consents to the retrieval and disclosure of the information within the scope of such access pursuant to and in accordance with the Applicable Laws. Subscriber agrees to safeguard such system and network resources against waste, loss, abuse, unauthorized use or disclosure, and misappropriation. Subscriber agrees not to process U.S. classified national security information on such systems and networks. Subscriber must not browse, search or reveal information



hosted by Genasys on any of its systems or networks, except as expressly permitted in this Agreement. Subscriber shall not even retrieve any information or in any other way disclose information to any third party without authority to access such information.

**1.4.5** Subscriber agrees that it will ensure that its web browsers: (a) use Secure Socket Layer ("SSL") version 3.0 (or higher) and Transport Layer Security ("TLS") 1.0 (or higher) (SSL and TLS must use a minimum of 256-bit encryption); (b) are configured to warn about invalid site certificates; (c) are configured to warn if the user is changing between secure and non-secure mode; (d) windows used to access systems and networks owned or licensed by Genasys are closed before navigating to other sites/domains; (e) are configured to check for a publisher's certificate revocation; (f) check for server certificate revocation; (g) check for signatures on downloaded files; and (h) empty/delete temporary Internet files when the browsers are closed.

**1.4.6** Subscriber acknowledges and agrees that any person who obtains information from a computer connected to the Internet in violation of Subscriber's computer-use restrictions shall be in violation of the Computer Fraud and Abuse Act. Subscriber agrees to contact the Genasys Operations Center by calling +1.858.676.1112 or by emailing [support@genasys.com](mailto:support@genasys.com) if it does not understand any of the requirements and restrictions described in this Section 1.4. SUBSCRIBER HEREBY EXPRESSLY AGREES TO COMPLY WITH AND ACCEPTS ALL OF THE REQUIREMENTS AND RESTRICTIONS OF THIS SECTION 1.4.

**1.4.7** Subscriber acknowledges and agrees that Genasys neither endorses the contents of any Subscriber 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. Genasys, in its discretion, may remove, in its reasonable belief, any violating content posted or stored using the Service or transmitted through the Service, without notice to Subscriber. Notwithstanding the foregoing, Genasys does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit any Subscriber Content or any other information or data input into or stored in the Service for completeness, integrity, quality, accuracy or otherwise. Subscriber shall be responsible and liable for the completeness, integrity, quality, accuracy, legality, reliability, and appropriateness of Subscriber communications and data.

## **1.5 Restrictions.**

**1.5.1 Restrictions.** Subscriber will not itself or through any parent, affiliate, subsidiary, agent, or other third party, directly or indirectly: (a) reproduce, modify, make derivative works of, distribute, sell, assign, sublicense, lease, license, loan, rent, transmit, or otherwise transfer to any third party the Service, the Data, the Software, or any Documentation provided by Genasys; (b) remove any copyright or proprietary rights notices from any copies of the Software, the Data or any documentation provided by Genasys, including without limitation copyright or proprietary rights notices of Genasys or third parties that are included on media or in related documentation; (c) write or develop, or have written or developed, modify, translate, or create derivative works based on any element of any software or program based on the Software, the Data or any other Confidential Information provided or made available to Subscriber by Genasys; (d) use or authorize others to use the Service, the Data or the Software in any way not expressly permitted in this Agreement; (e) use the Service or the Software to send SPAM or store or transmit infringing, malicious, disruptive libelous, or otherwise unlawful or tortious codes, content, material, or data; (f) use the Service or the Software to store or transmit material or data on or through the Service or the Software in violation of any Applicable Laws or any contract to which Subscriber is a party; (g) interfere with or disrupt the integrity or performance of the Service, the Software, or third-party data contained therein; (h) attempt to gain unauthorized access to the Service, the Software, the Data or their related systems or networks; (i) permit access to or use of the Service or the Software in a way that circumvents the applicable usage limits; (j) copy the Service or the Software, or any part, feature, function, graphics, or user interface thereof; (k) frame or mirror any part of the Service or the Software, other than framing on Subscriber's own internal intranets; (l) access or use the Service or the Software for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service; (m) to the fullest extent permitted by applicable law, reverse engineer, translate, disassemble, or decompile or otherwise attempt to discover the object code, source code, or underlying ideas or algorithms of the Software or any other software or systems used by Genasys to provide the Service; or (n) modify, translate, or create derivative works based on the Service, the Software, the Data or results provided through the Service.

**1.5.2 Network Internet Protocol.** If Subscriber is assigned an Internet Protocol ("**IP**") address for Subscriber's use of the Service, the right to use that IP address shall belong only to Genasys or its suppliers, as applicable, and Subscriber shall have no right to use such IP address, except as expressly permitted by Genasys in writing in connection with the Service, during the Term and pursuant to the terms and conditions of this Agreement. Allocation of IP addresses is limited by American Registry for Internet Numbers. These policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses when the protocol supports name-based virtual hosts.

## **1.6 Responsibilities, Obligations, and Representations and Warranties.**

**1.6.1** Subscriber acknowledges and agrees that: (a) under no circumstances will Genasys or any of its licensors or suppliers be responsible for any loss, damage, or liability arising out of Subscriber Content of any notification sent through the Service, including without limitation any mistakes contained in Subscriber Content or the use or transmission of the content via the Service; (b) Subscriber is solely responsible for all notification content; and (c) Subscriber shall not send notifications to phone numbers that are emergency numbers and other numbers that may not be called using an automated system under applicable law.

**1.6.2** Subscriber shall: (i) not send any notification content that Subscriber knows, or has reason to know, infringes third party intellectual property rights, is invasive of a third party's right to privacy, or violates any privacy laws, Subscriber's or any third party's privacy policies, or may justify a complaint to the Federal Communications Commission; (ii) not engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (iii) not use the Service in connection with any junk email, junk phone messages, spamming or any unsolicited messages (commercial or otherwise); or (iv) not provide, or knowingly allow any third parties to provide, content or other material to be transmitted in connection with or through the Service that: (A) is defamatory, libelous, obscene, pornographic or is harmful to minors; (B) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; or (C) contains viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment; (v) send Short Message

Services ("**SMS**") in text format only; and (vi) not send binary SMS messages via the Service.

**1.6.3** Subscriber represents and warrants that it shall, at all times, use the Service in compliance with all Applicable Laws and the terms and conditions of this Agreement.

**1.7 SMS Notifications.** Subscriber acknowledges and agrees that: (a) notifications sent via SMS may not be delivered to the intended telephone number if such telephone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time and, even within a coverage area, factors beyond the control of Genasys or the wireless carrier may interfere with message delivery, including Subscriber's or its recipient's equipment, terrain, proximity to buildings, foliage, weather or other conditions; (b) urgent notifications may not be timely received and that neither Genasys nor the wireless carrier guarantees that messages will be delivered; and (c) SMS messages to certain numbers can be blocked based on instructions from carriers.

**1.8 Open Source Software.** Subscriber understands that portions of the Service may have been created using open source software. Use of such open source software is licensed under this Agreement solely in accordance with the applicable open source license and solely in connection with Subscriber's use of the Service. **FOR AVOIDANCE OF DOUBT: (i) GENASYS AND ITS LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO NON-INFRINGEMENT WITH RESPECT TO ANY OPEN SOURCE SOFTWARE USED IN THE SOFTWARE OR IN CONNECTION WITH THE SERVICE; (ii) ALL SUCH OPEN SOURCE SOFTWARE IS PROVIDED "AS IS" BY ITS AUTHORS AND ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED BY SUCH THIRD PARTIES; AND, (iii) GENASYS AND ITS LICENSORS AND SUPPLIERS ARE NOT RESPONSIBLE FOR ANY LIABILITY ARISING FROM ANY CLAIM BY THAT ANY SUCH OPEN SOURCE SOFTWARE INFRINGES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.**

## **1.9 Third Party Offerings.**

**1.9.1 Third Party Offerings.** The Service may contain features designed to interoperate with Third Party Offerings. To use such features, Subscriber may be required to obtain access to such Third Party Offering from its provider. If the provider of any Third-Party Offering ceases to make the Third Party Offering available for interoperation with the corresponding Service features on



reasonable terms, Genasys may cease providing such features without entitling Subscriber to any refund, credit, or other compensation. Any use by Subscriber of any such Third Party Offerings, and any exchange of Subscriber Content or other data between Subscriber and any provider of a Third Party Offering, is solely between Subscriber and the applicable provider of the Third Party Offering. Genasys does not warrant or support any Third Party Offering.

**1.9.2 Access Codes.** To the extent that Genasys requires Subscriber to grant Genasys authorizations, passwords or other user credentials to a Third Party Offering (“Access Codes”) to enable interoperability with the Service, Subscriber shall promptly provide such Access Codes. Genasys shall not share, reassign, divulge or disclose any Access Codes except to Genasys’ employees or contractors specifically engaged in the performance of the Service. Access Codes shall constitute Subscriber’s Confidential Information under this Agreement.

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

**1.11 Temporary Suspension.** Genasys may temporarily suspend Subscriber’s or its Users’ access to the Service in the event that either Subscriber or any of its Users are engaged in, or Genasys in good faith suspects Subscriber or any of its Users are engaged in, any unauthorized conduct (including, but not limited to, any violation of this Agreement). Genasys will attempt to contact Subscriber prior to or contemporaneously with such suspension; provided, however, that Genasys’ exercise of the suspension rights herein shall not be conditioned upon Subscriber’s receipt of any notification. A suspension may take effect for Subscriber’s entire account and Subscriber understands that such suspension would therefore include its Users’ sub-accounts. Subscriber agrees that Genasys shall not be liable to Subscriber, any of its Users, or any

other third party if Genasys exercises its suspension rights as permitted by this Section. Upon determining that Subscriber has ceased the unauthorized conduct leading to the temporary suspension to Genasys’ reasonable satisfaction, Genasys shall reinstate Subscriber’s and its Users’ access and use of the Service. Notwithstanding anything in this Section to the contrary, Genasys’ suspension of the Service is in addition to any other remedies that Genasys 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, Genasys may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

## **2.0 SERVICES AND SUBSCRIBER CONTENT.**

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

**2.2 Updates.** Genasys may update the Service from time to time. Updates to the Service will be made available to Subscriber at no additional charge, including any patches, enhancements, updates, upgrades, and new versions of the Software that Genasys makes generally commercially available to its customers without additional charge. Unless explicitly stated otherwise, any new features including any new services will be subject to the provisions of this Agreement.

**2.3 Support.** Genasys will provide Subscriber with 24/7 support for the Service, which is limited to telephonic and email support. Genasys will use commercially reasonable efforts to provide a response by a qualified technical team member to respond telephonic or via email for emergency support services within two (2) hours of receipt of such call. Subscriber may initiate a support services request by calling +1.858.676.1112 or by emailing [support@genasys.com](mailto:support@genasys.com).

## **2.4 Service Availability.**

**2.4.1 General.** Subscriber acknowledges that Genasys may perform any of its obligations and exercise any of its rights under this Agreement either directly or through one or more third parties designated by Genasys to provide the Service or portions thereof (each such third party, a "**Service Provider**").

**2.4.2 Service Availability, Generally.** Subject to this Agreement, the Service is hosted in a third-party provided cloud. The Service is designed with no single point of failure. Additionally, routine daily backups are performed to ensure data can be recovered from the previous 24 hours. Server redundancy will be used to minimize scheduled or planned downtime where practical. Genasys will keep Subscriber apprised of the schedule for any regularly recurring maintenance windows and Genasys will inform Subscriber of any other anticipated actual downtime at least 24 hours in advance. Actually scheduled or planned downtime will normally not exceed thirty (30) minutes, and will normally occur no more frequently than once a week.

**2.4.3 Hardware Availability.** The Service is hosted on a hardware platform, and the availability of such hardware platform is 99%, as measured on a quarterly basis, excluding commercially reasonable scheduled or planned downtime.

**2.4.4 SMS Availability.** Service uptime for SMS notifications sent through the Service will be 99%, measured on a quarterly basis, excluding scheduled or planned downtime.

**2.4.5 Telephony Performance; Service Availability.** The Service may provide for telephony service levels that assure the delivery of certain quantities of telephonic notifications within stated time limits ("**SLA-Based Telephony Service**"), which will be provided in accordance with the applicable provisions below:

(a) This Section 2.3.5(a) applies only to SLA-Based Telephony Service. Compliance with the delivery service level (or "**SLA**") provided for herein will be measured on a quarterly basis. SLA-Based Telephony Service will be considered satisfied if a first delivery attempt is made, within the applicable time limit for at least 99% of the requested telephonic notifications in that quarter, subject to the following exclusions. The following will not be considered when determining SLA compliance: (i) requested telephonic notifications beyond the quantities or delivery rates covered by this Agreement; (ii) telephonic notification requests with pre-defined calling rules or a scheduled delivery time; (iii) telephonic notification requests with escalation or other interactive rules for the job; and, (iv) telephonic notification requests that are subject to restrictions placed at the inbound point by Subscriber. The SLAs assume that the duration (or other applicable size measure) of each telephonic notification will not exceed the standard messaging length (or size) for that type of notification as specified in Genasys documentation (the "**Standard Message Length**"). For purposes of determining SLA compliance under this Section 2.3.5(a), longer or larger telephonic notifications will be counted as multiple notifications based on their actual duration or size in relation to the Standard Message Length. All telephonic notifications are subject to applicable messaging fees.

(b) In no event will Genasys be responsible for delivery failures of telephonic notifications resulting from: (i) busy, SIT (system interruption tone), or no-answer conditions; (ii) inbound call restrictions or limitations relating to the particular recipient; (iii) use of the Service via an unauthorized platform or in conflict with this Agreement (including Sections 2.3.5(a) and (b)); (iv) telecommunications failures resulting from or caused by Subscriber's, a recipient's, or any third-party carrier's network, equipment, system, employees, or agents; or, (v) any Force Majeure Event.

**2.4.6 SMS, Electronic Mail and Genasys Mobile Push Notifications.** The Service includes SMS, electronic mail messages and Genasys Push Notifications. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUCH SMS, ELECTRONIC MAIL MESSAGES AND PUSH NOTIFICATIONS ARE PROVIDED WITH THE SERVICE ON AN "AS-IS" BASIS AND WITH NO SERVICE LEVEL GUARANTEE OR UPTIME AVAILABILITY ASSURANCE WHATSOEVER.

**2.5 Changes to the Service.** During the Term, Genasys may modify or delete any features of the Service, provided that such modifications or deletions do not have a material

adverse impact on the Service. Genasys will use commercially reasonable efforts to notify Subscriber in writing at least fifteen (15) days in advance of any such changes. Notwithstanding the foregoing, Genasys may modify the Service, or substitute old features with new features that have similar or improved functionality, as may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands.

**2.6 Permitted Use of Subscriber Content.** Subscriber acknowledges and agrees that Subscriber Content and notifications will be transmitted to certain communication providers (i.e., mobile phone carriers, telecom carriers, SMS aggregators, cloud notification platforms, such as provided by Google and Apple) that are in the fulfillment path for the delivery of the Service. Subscriber acknowledges and agrees that Genasys and its Service Providers are permitted to monitor the Service and Subscriber Content solely for purposes of fulfilling Genasys' obligations under this Agreement.

**2.7 White List Indemnity.** In connection with providing the Service, a Service Provider may request that Genasys block Subscriber's access to certain telephone numbers (the "**Blocked Numbers**") and, in such case, Genasys will deactivate access to such Blocked Numbers in connection with providing the Service further to such Service Provider's request(s). Subscriber acknowledges and agrees that, pursuant to a request by Subscriber, Genasys may provide Subscriber with the ability to unblock the Blocked Numbers, so that Subscriber may send communications to the Blocked Numbers via the Service. Subscriber represents and warrants that it has all rights, licenses and permits necessary to unblock, access and use the Blocked Numbers in the manner contemplated by this Agreement, and shall, at Genasys' or one of the Service Provider's request, from time to time, cooperate with Genasys or such Service Provider and produce evidence of such rights to any third party that in any way challenges the unblocking, access or use of the unblocked Blocked Numbers by Subscriber pursuant to this Agreement. In further consideration of the foregoing and to the extent permitted by applicable law, Subscriber shall defend, indemnify and hold harmless Genasys and such Service Provider(s) from and against any and all claims, suits, proceedings, damages, costs and expenses, including court costs and reasonable attorneys' fees, arising out of or incurred with respect to the unblocking for, access and/or use of the Blocked Numbers by Subscriber pursuant to and in accordance with this Agreement.

**2.7.1 Liability for Subscriber Content.** Under no circumstances will Genasys or any of its licensors or suppliers be responsible for any loss, damage or liability arising out of any Subscriber Content of any notification sent through the Service, including without limitation any mistakes contained in any Subscriber Content or the use or transmission of such content using the Service.

### **3.0 INTELLECTUAL PROPERTY RIGHTS.**

**3.1 Genasys Intellectual Property Rights.** Notwithstanding anything to the contrary in this Agreement, Subscriber acknowledges and agrees that all ownership and intellectual property rights in and relating to the Service and the Software are and shall at all times remain the sole and exclusive property of Genasys and its licensors and suppliers, as applicable.

**3.2 Feedback.** Subscriber is not required to provide any recommendations or feedback to Genasys regarding the Service. However, to the extent that Subscriber provides any recommendations or feedback to Genasys, Subscriber agrees that Genasys shall have, and Subscriber hereby does grant to Genasys, a perpetual, non-terminable, worldwide, royalty-free right and license to use, reproduce, modify, create derivative works of, display, import, disclose, distribute, sublicense, rent, lease, lend copies of, and otherwise utilize such recommendations or feedback without restriction.

**3.3 Anonymized Usage Statistics.** Subscriber acknowledges and agrees that Genasys is free to use and disclose data and information relating to Subscriber's use of the Service in any aggregated or de-identified form created or compiled by Genasys ("**Anonymized Usage Statistics**"). As between Genasys and Subscriber, all right, title and interest in the Anonymized Usage Statistics and all intellectual property rights therein, belong to and are retained solely by Genasys. Without limiting the foregoing, Subscriber's agrees that Genasys 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 without limitation any analysis, Service enhancement or marketing.

**3.4 Ownership of Subscriber Content.** To provide the Service pursuant to this Agreement, Genasys may need to access Subscriber Content. Subject to the license granted to Genasys in Section 3.5 below, all Subscriber Content is and shall remain exclusive property of Subscriber and Subscriber and its licensors shall retain ownership of all

copyrights, patents, trademarks, trade secrets, and other intellectual property rights relating to or residing in any Subscriber Content.

**3.5 License Grant to Subscriber Content.** Subscriber hereby grants to Genasys (and its successors and affiliates) during the Term a worldwide, non-exclusive, fully paid-up, royalty-free, revocable license to use, reproduce, prepare derivative works, distribute, perform, display, and otherwise utilize Subscriber entered content in connection with the Service. This license will survive the termination of this agreement for all non-confidential Subscriber content.

#### **4.0 FEES AND PAYMENT.**

**4.1 Fees.** Fees for the Service are set forth in the quote provided to Subscriber by Genasys as Exhibit B of this agreement. Fees for the Service are based on the Service purchased, regardless of actual usage, and payment obligations are non-cancelable and fees paid are non-refundable.

**4.2 Currency.** Payments shall be made in United States currency. All references to "Dollars," "dollars," "U.S. \$," or "\$" shall mean United States dollars.

**4.3 Payment.** Fees for the Initial Term and each Extended Term are due and payable in advance. Additional fees incurred will be invoiced monthly during the Term.

**4.4 Invoicing.** The fees for the Initial Term are invoiced upon order; fees for each Extended Term will be invoiced no earlier than the renewal date. Payment of all invoices shall be made within thirty (30) days of the date of the invoice.

**4.5 Service Charge.** Invoices paid after the due date shall be subject to a service charge of one and one-half percent (1.5%) per month. It is expressly agreed and understood by the Parties that in no event shall the aggregate service charge exceed the maximum rate which can be charged under applicable law.

**4.6 Suspension of the Service.** If any amounts owed by Subscriber for the Service are ten (10) or more days overdue, Genasys may, without limiting Genasys' other rights and remedies, suspend Subscriber's and its Users' access to the Service until such amounts are paid in full.

**5.0 TAXES.** Fees due under this Agreement do not include taxes of any kind, including without limitation sales, use, excise, value added tax, or any import, export or similar tax or duties levied upon the Service which Genasys may incur in respect of this Agreement (all of which for the purposes of this Section referred to as "taxes"). In addition to any other payments due under this Agreement, Subscriber hereby agrees to pay and hold Genasys harmless from any and all taxes that Genasys may incur under this Agreement under the applicable tax regulation at the time of invoicing. To the extent applicable, if Subscriber has a direct pay permit, an exemption certificate, a resale certificate applicable to this Agreement, or any other permit or certificate that affects Genasys' payment of the aforementioned taxes then Subscriber will provide Genasys with a copy of this permit or certificate upon the execution of this Agreement. Subscriber will not be required to pay any gross receipts tax or income tax levied or imposed against Genasys' income.

#### **6.0 TERM, TERMINATION, AND SUSPENSION.**

**6.1 Term.** This Agreement will commence on the initial access to the Service by Subscriber (the "Effective Date") and will continue in full force and effect for a period of three (3) year thereafter (the "Initial Term"). This Agreement is renewable for successive one (1) year terms following the expiration of the Initial Term upon written notice of renewal by Subscriber to Genasys 30 days in advance of an Extended Term (each such successive one (1) year term, an "Extended Term" and together with the Initial Term, the "Term") pursuant to the terms hereof with any changes or modifications as may be mutually agreed upon by the Parties in writing. Subject to the provisions of this Section, Subscriber may terminate this agreement upon the anniversary date(s) of this agreement in the unlikely event that they lose funding to continue the subscription and either Party may terminate this Agreement by providing advance written notice of its intent not to renew this Agreement not less than ninety (90) days prior to the expiration of the Initial Term or any Extended Term.

**6.2 Termination.** Either Party may terminate this Agreement upon thirty (30) days' advance written notice of a material breach of this Agreement, which breach is not cured within the thirty (30) day following the notice period. Upon any termination of this Agreement for cause by Genasys, Subscriber shall pay any unpaid fees covering the remainder of the Term after the effective date of termination. In no event shall any termination relieve



Subscriber of the obligation to pay any fees payable to Genasys for the period prior to the effective date of termination.

**6.3 Suspension.** Genasys reserves the right to suspend network access to Subscriber if, in the reasonable judgment of Genasys or one of its Service Providers, Subscriber's server is the source or target of a violation of any of the other terms of this Terms or any Applicable Laws. Genasys will use reasonable care in notifying the Subscriber and in resolving the problem in a method resulting in the least amount of interference with the Service. If inappropriate activity is detected, all relevant accounts of the Subscriber will be deactivated until an investigation is completed. Prior notification to the Subscriber is not assured. In extreme cases, law enforcement may be contacted regarding the activity.

**6.4 Effect of Termination.** Upon termination of this Agreement for any reason, the Service and the Software will no longer be available to Subscriber, and Subscriber will promptly return to Genasys the originals and all copies of the Software in Subscriber's possession, custody or control, if any. In addition, upon termination of this Agreement, each Party, as Receiving Party, and at its own expense, will promptly, at the Disclosing Party's direction, either return to the Disclosing Party or destroy (with a certification of destruction transmitted to the Disclosing Party) any and all written, electronic or other tangible materials embodying or reflecting the Disclosing Party's Confidential Information (and all copies, extracts, and summaries thereof) in the Receiving Party's possession or control. Termination of this Agreement will not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor will such termination relieve Subscriber of its obligation to pay all fees that accrued or became payable under this Agreement prior to the effective date of termination.

## **7.0 CONFIDENTIALITY.**

**7.1 Confidentiality Obligations.** Each Party acknowledges it may receive Confidential Information from the other Party. The Receiving Party shall keep confidential all Confidential Information received by it from or on behalf of the Disclosing Party until such information ceases to constitute Confidential Information under applicable law). The Receiving Party shall not use the Disclosing Party's Confidential Information other than as expressly permitted under this Agreement. The Receiving Party shall take all reasonable steps to prevent unauthorized disclosure or use of the Disclosing Party's

Confidential Information and to prevent such information from falling into the public domain or into the possession of unauthorized persons. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person other than the Receiving Party's officers, employees, or contractors who need access to such Confidential Information in order to effect the intent of this Agreement, and who have entered into written confidentiality agreements which protect the Confidential Information sufficient to enable the Receiving Party to comply with this Section or are otherwise subject to duties of confidentiality. The Receiving Party shall promptly give notice to the Disclosing Party of any known unauthorized use or disclosure of Confidential Information. The Receiving Party agrees to assist the Disclosing Party as reasonably necessary to remedy such unauthorized use or disclosure of Confidential Information.

**7.2 Exclusions to Obligations.** The obligations set forth in Section 7.1 shall not apply to the extent that Confidential Information includes information which the Receiving Party can reasonably demonstrate: (i) is now or hereafter, through no unauthorized act or failure to act on the Receiving Party part, publicly known and generally available in the public domain; (ii) was known to the Receiving Party without an obligation of confidentiality at the time the Receiving Party receives the same, as evidenced by written records; (iii) is hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (iv) was independently developed by the Receiving Party without use of the Confidential Information.

**7.3 Required Disclosure.** Nothing in this Agreement shall prevent the Receiving Party from disclosing the Confidential Information to the extent the Receiving Party is required or requested by: (i) law; (ii) a governmental authority or agency; pursuant to obligations under applicable securities laws or stock exchange rules; (iii) subpoena; civil or criminal investigative demand or similar legal process to disclose any Confidential Information. Provided, however, that prior to any such disclosure, the Receiving Party shall: (a) assert the confidential nature of the Confidential Information; (b) promptly notify the Disclosing Party in writing of the request to disclose, if it is legally able to do so; and, (c) reasonably cooperate with the Disclosing Party (at Disclosing Party's expense) in protecting against any such disclosure or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

**7.4 Injunctive Relief.** Both Parties agree that there is no adequate remedy at law for any breach of the obligations in Section 7.1. Upon any such breach or any threat thereof the Disclosing Party shall be entitled to seek appropriate equitable relief, including injunctive relief, in addition to whatever other remedies to which it might be entitled.

**8.0 DISCLAIMER OF WARRANTIES.** GENASYS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY AS TO THE SOFTWARE AND THE SERVICE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING, OR COURSE OF PERFORMANCE. THE SOFTWARE AND THE SERVICE ARE EACH PROVIDED "AS IS" AND GENASYS DOES NOT WARRANT THAT THE SOFTWARE OR THE SERVICE WILL MEET ANY OF SUBSCRIBER'S REQUIREMENTS OR WILL BE ERROR FREE OR THAT OPERATION OF THE SOFTWARE OR THE SERVICE SHALL BE SECURE OR UNINTERRUPTED OR THAT INTERNET CONNECTIONS TO THE HOSTED SERVICE PROVIDER WILL BE UNINTERRUPTED OR THAT SUBSCRIBER CONTENT OR OTHER DATA WILL BE SECURE, DELIVERED, OR NOT OTHERWISE LOST OR DAMAGED, NOR DOES GENASYS WARRANT AGAINST INTERFERENCE WITH SUBSCRIBER'S ENJOYMENT OF THE SERVICE AND GENASYS HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF. BY USING THE SERVICE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS DELIVERED ON AN "AS IS" "AS AVAILABLE BASIS" AND THAT NEITHER GENASYS NOR ITS SERVICE PROVIDERS MAKES ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT THE MESSAGES WILL REACH THEIR INTENDED DESTINATION DURING ANY STATED TIME-FRAME. NO AGENT OF GENASYS IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF GENASYS AS SET FORTH HEREIN.

## **9.0 INDEMNIFICATION.**

**9.1 Genasys Indemnity.** Subject to Subscriber's compliance obligations with the terms and conditions of this Agreement, Genasys hereby agrees to defend, indemnify, and hold harmless Subscriber, its agents, officers, directors, and employees from and against any finally adjudicated expense, claim, injury, suit, obligation, cause of action, liability, cost damage and allegation (including, but not limited to, reasonable attorneys' fees and court costs) based upon, arising out of, or related to a claim of the Service infringing on third party intellectual property rights. In the event all or any portion of the

Service is finally adjudicated to, infringe the rights of a third party, Genasys shall promptly, at its sole option and expense, elect to: (a) obtain for Subscriber the right to continue to use the affected portion of the Service; (b) modify the Service, so that it is non-infringing and in compliance with these Terms; (c) replace the infringing portion(s) of the Service with non-infringing versions that comply with this Agreement; or (d) cease providing the Service and refund any pro rata amount of the Fees paid by Subscriber for the unused portion of the Service and relieve Subscriber of any obligation to pay any amounts incurred but not yet paid. Notwithstanding the foregoing, Genasys will have no liability for a claim of any kind under this Section: (i) to the extent that such claim results from modification(s) to the Service made by a party other than Genasys, if or to the extent a claim would not have occurred but for such modification(s); (ii) to the extent that such claim results from the combination, operation or use of the Service with equipment, devices, software or data not supplied by Genasys, if or to the extent a claim would not have occurred but for such combination, operation or use; (iii) to the extent that such claim results from Subscriber's failure to use an updated or modified version of the Software provided by Genasys; (iv) resulting from Genasys' compliance with any designs, specifications or plans provided by Subscriber to the extent a claim would not have occurred but for such compliance; (v) in the event Subscriber's use of the Service is not in accordance with this Agreement; or (vii) in the event Subscriber is not in compliance with the terms and conditions of this Agreement.

Notwithstanding anything to the contrary in this Agreement, Genasys' indemnification obligations hereunder shall not apply with respect to a claim of infringement if such claim arises out of (i) Subscriber's use of infringing or misappropriated content or data, (ii) use of the Service in combination with any software, hardware, network or system not supplied by Genasys where the alleged infringement relates to such combination, (iii) any modification or alteration of the Service other than by Genasys, (iv) Subscriber's continued use of the Service after Genasys notifies Subscriber's to discontinue use because of an infringement claim, (v) Subscriber's violation of any Applicable Laws, or (vi) any applications, services, platforms, software and products provided by third parties that interoperate with the Service.

**9.2 Subscriber Indemnity.** Subscriber shall defend Genasys and its licensors and their respective officers, directors and employees ("Genasys Indemnified Parties") from and against any and all third party claims which arise

out of or relate to: (a) a claim or threat that Subscriber Content (and the exercise by Subscriber 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) Subscriber's use or alleged use of the Service other than as permitted under this Agreement; (c) the occurrence of any of the exclusions set forth in Section 9.1; or (d) bodily injury, death of any person or damage to real or tangible, personal property resulting from Subscriber's use or alleged use of the Service. Subscriber shall pay all damages, costs and expenses, including reasonable attorneys' fees and court costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such third-party claim.

#### **10.0 LIMITATION OF LIABILITY.**

**10.1 Consequential Damages Waiver. EXCEPT FOR SUBSCRIBER'S BREACH OF SECTION 4.1 (FEES) OR VIOLATION OF GENASYS' INTELLECTUAL PROPERTY RIGHTS, AND EACH PARTY'S CONFIDENTIALITY OBLIGATIONS ARISING UNDER SECTION 7, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY, NOR GENASYS' LICENSORS OR ANY SERVICE PROVIDER, SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, NOR WILL EITHER PARTY BEAR ANY LIABILITY OF ANY KIND FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR OTHER FINANCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE OR THE SERVICE, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF A PARTY HERETO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. GENASYS WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.**

**10.2 Limitation on Liability. EXCEPT FOR SUBSCRIBER'S BREACH OF SECTION 4.1 (FEES) OR VIOLATION OF GENASYS' INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S CONFIDENTIALITY OBLIGATIONS ARISING UNDER SECTION 7, AND GENASYS' OBLIGATIONS UNDER SECTION 9.1, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY (OR TO ANY THIRD PARTY TO THE EXTENT APPLICABLE) FOR ANY CLAIM ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, OR OTHERWISE**

**ARISING FROM OR IN CONNECTION WITH THE SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL OR EQUITABLE THEORY SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID TO GENASYS DURING THE ONE (1) YEAR PERIOD PRECEDING SUCH CLAIM.**

#### **11.0 DEFINITIONS.**

**"Affiliate"** means an entity directly or indirectly controlling, controlled by or under common control with a Party, where control means the ownership or control, directly or indirectly, of more than 50 percent of all of the voting shares; provided that an entity shall be considered an Affiliate only for the time during which such control exists.

**"Disclosing Party"** means a Party hereto disclosing Confidential Information pursuant to the terms hereof to the other Party hereto.

**"Confidential Information"** means all nonpublic information disclosed by or on behalf of the Disclosing Party or its licensors or suppliers to the Receiving Party which is designated in writing as confidential or proprietary or which by its nature appears to be confidential, including but not limited to, specifications, the Software, the Service, techniques, drawings, information related to current, future and proposed products and services, financial information, customer lists, employee information, software programs, systems design or subroutines, source or object code, algorithms, improvements, inventions, technology, formulae, discoveries, designs, ideas, processes, techniques, know-how, trade secrets, data, models, concepts, methods, prototypes, or other matter, whether or not patentable.

**"Receiving Party"** means a Party hereto receiving Confidential Information pursuant to this Agreement.

**"Service"** means the hosted provision of the **"Software"** pursuant to this Agreement.

**"Setup Services"** means the implementation, consulting, development, and other professional services that Genasys may perform as described in the applicable quote.

**"Software"** means the Genasys software identified on the quote delivered to Subscriber by Genasys.

**"Subscriber Content"** means all content and other material generated and provided to Genasys by Subscriber

for transmission through the Service, including without limitation Subscriber's records, data, and information that includes the names, addresses, e-mail addresses, and telephone or cell phone numbers of Users of the Service, alert content, and all other elements of a notification sent through the Service.

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

**"Users"** means the users listed in Exhibit A who are authorized to access and use the Service and who have been supplied with user identifications and passwords for such purpose by Subscriber.

## **12.0 GENERAL.**

**12.1 Notices.** Each Party may provide any notice to the other Party by sending a message to the email address then associated with such Party, provided proof of confirmation of receipt by the receiving Party is obtained and retained by the Party transmitting such email. Each party shall be responsible for keeping such email address current. Each Party shall be deemed to have received any email sent to the email address then associated with it, whether or not such Party actually receives the email.

**12.2 Publicity; Trademarks.** This Agreement does not grant any right or license to a Party to use, display, or apply for any rights concerning the other Party's trademarks. Notwithstanding the foregoing, Subscriber hereby agrees that Genasys may include Subscriber and its trademarks in advertising, sales, and other promotion and publicity material as agreed beforehand by Subscriber; provided, however, that Genasys submits any such material to Subscriber in advance for approval. Nothing herein shall prevent either Party from making any public statements or press releases that may be required by law or the Securities Exchange Commission.

**12.3 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any person, organization, association, group, or entity, etc., that is not a Party to these Terms.

**12.4 U.S. Government Restricted Rights.** If the Service is being licensed by the U.S. Government directly or indirectly through a civilian agency or third party, it is considered access to commercial computer software and documentation developed exclusively at private expense and are provided as a "commercial item" as that term is

defined in FAR 2.101 (and as it is defined and used in all corresponding agency specific Federal Acquisition Regulation supplements), the Service is provided with only those rights specified in Section 1.0.

**12.5 Captions and Section Headings.** The captions and Section headings used in this Agreement are inserted for convenience only and should not affect the meaning or interpretation of this Agreement.

**12.6 Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, it shall either: (a) be amended to achieve the intent of the Parties and maximum enforceability under applicable law; or in the event that is not possible, (b) be deleted and the remaining other provisions of this Agreement shall continue in full force and effect.

**12.7 No Waiver.** No waiver, amendment, or modification of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided herein, will be deemed as a waiver of any such right, power, or remedy.

**12.8 Export Compliance.** Subscriber shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service. Subscriber warrants that it is not named on any U.S. Government list of persons or entities prohibited from receiving exports. Subscriber warrants it shall not import, or export, directly or indirectly, any notifications transmitted through the Service from or to any country, entity, or person prohibited by the laws of the United States, or for which the U.S. Government or any agency thereof at the time of import or export requires an import or export license or other government approval without first obtaining such license or approval.

**12.9 Delays.** Except for the payment of money, 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, including internet, or raw materials; war; insurrection; riot; an act of God; terrorist or public enemy act; any law, act, order, proclamation, decree, regulation, ordinance, instructions of government, or other public authorities; widespread pandemic or contagion, 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 (collectively, a “**Force Majeure Event**”).

**12.10 Assignment.** Genasys may freely assign this Agreement to an Affiliate or in connection with a merger, acquisition or change of control transaction. Except for the foregoing, neither Party may assign or delegate this Agreement or any of the rights or duties hereunder, directly, indirectly, or by operation of law, except with the express written permission of the other Party, which permission shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

**12.11 Governing Law; Venue; Language.** This Agreement and the rights and obligations of the Parties to and under this Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws provisions, and each Party expressly consents and submits to the exclusive jurisdiction of the state or federal courts located in California. Each Party hereby further irrevocably waives any claim or objection that it may now or hereafter have and agrees not to plead that any: (i) such courts lack jurisdiction over it or any proceedings arising out of or in connection with this Terms; or (ii) action or proceeding brought in such court has been brought in an inconvenient forum. The Parties hereby agree that either Party may enforce any judgment, lien, arbitral award, injunction, or other remedy or relief against the other in the courts of the United States or the home jurisdiction of a Party. The English language version of this Terms controls when interpreting this Agreement. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

**12.12 U.S. Government Subscribers.** If Subscriber is a federal government entity, Genasys provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily

provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be executed by the Parties and attached to this Agreement.

**12.13 Survival.** The following provisions shall survive the termination of this Agreement for any reason: Section 1.0 (Access Rights, Restrictions, and Obligations); Section 2.0 (Services and Subscriber Content); Section 3.0 (Intellectual Property Rights); 4.0 (Fees and Payment), 5.0 (Taxes); 6.2 (Termination), 6.3 (Suspension), 6.4 (Effect of Termination), 7.0 (Confidentiality); 8.0 (Disclaimer of Warranties); 9.0 (Indemnification), 10.0 (Limitation of Liability); 11.0 (Definitions); and 12.0 (General).

**12.14 Relationship of the Parties.** The relationship between Genasys and Subscriber is solely that of independent contractors, and nothing contained in the Agreement will be construed to make either Party an agent, partner, joint venturer, or representative of the other for any purpose.

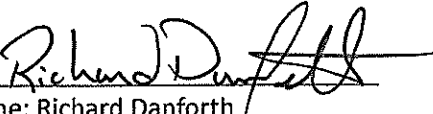
**12.15 Allocation of Risk.** The Sections on limitation of liability, warranties, and disclaimer of warranties allocate the risks in this Agreement between the Parties. This allocation is an essential element of the basis of the bargain between the Parties.

**12.16 Entire Agreement.** This Agreement supersedes: (i) all prior or simultaneous representations, discussions, negotiations, and agreements with respect to the Service or the Parties’ related obligations hereunder, whether written or oral; and, (ii) all preprinted terms and conditions contained in any purchase order or business form submitted hereafter by Subscriber. Both Parties agree to not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.


**GENASYS:**

GENASYS INC.

By:   
Name: Richard Danforth  
Title: CEO

**SUBSCRIBER:**

County of Solano

By:   
Name:     Lisa Donahue      
Title: Director of Administrative Services

## **EXHIBIT A**

### **USERS**

1. Subscriber's direct employees and consultants who are authorized by Subscriber to access and use the Service with email addresses that end with the following domains:
  - a. solanocounty.com
  - b.

## **EXHIBIT B**

### **Price Quote**

<b>Three-year contract</b>			
<b>Product</b>	<b>Cost/Yr</b>		<b>TOTAL</b>
One time Set-up EMP and CEI: Standard Wildfire Module	\$43,768	1	\$43,768
3-Year License EMP & CEI: Standard Wildfire Module (Cost per Year)	\$128,305	3	\$128,305
Discount for three-year contract		27%	(\$34,642)
Discount for having pre-built zones			(\$10,000)
<b>Total 1st year License cost for 3-year Contract</b>			<b>\$127,431</b>
Annual License Subscription Cost Year 2			\$93,663
Annual License Subscription Cost Year 3			\$93,663
<b>Total Contract Value</b>			<b>\$314,756</b>









# 2532-Sheriff-Genasys Inc-07-2025

Final Audit Report

2025-09-23

Created:	2025-09-10
By:	Erika Manuel (esmanuel@solanocounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT9vIYVSccp9OhqzuVSJCVokai_NPnZ2s

## "2532-Sheriff-Genasys Inc-07-2025" History

-  Document created by Erika Manuel (esmanuel@solanocounty.gov)  
2025-09-10 - 7:06:55 PM GMT
-  Document emailed to Erika Manuel (esmanuel@solanocounty.gov) for signature  
2025-09-10 - 7:10:35 PM GMT
-  Document e-signed by Erika Manuel (esmanuel@solanocounty.gov)  
Signature Date: 2025-09-10 - 7:10:47 PM GMT - Time Source: server
-  Document emailed to Jeff Liddicoat (jliddicoat@solanocounty.gov) for signature  
2025-09-10 - 7:10:50 PM GMT
-  Email viewed by Jeff Liddicoat (jliddicoat@solanocounty.gov)  
2025-09-10 - 7:13:34 PM GMT
-  Document e-signed by Jeff Liddicoat (jliddicoat@solanocounty.gov)  
Signature Date: 2025-09-10 - 7:13:46 PM GMT - Time Source: server
-  Document emailed to Michael McDonald (MEMcDonald@SolanoCounty.gov) for signature  
2025-09-10 - 7:13:49 PM GMT
-  Email viewed by Michael McDonald (MEMcDonald@SolanoCounty.gov)  
2025-09-10 - 7:15:12 PM GMT
-  Document e-signed by Michael McDonald (MEMcDonald@SolanoCounty.gov)  
Signature Date: 2025-09-10 - 7:20:58 PM GMT - Time Source: server
-  Document emailed to Lisa Donahue (LMDonahue@solanocounty.gov) for signature  
2025-09-10 - 7:21:01 PM GMT
-  Email viewed by Lisa Donahue (LMDonahue@solanocounty.gov)  
2025-09-10 - 7:21:06 PM GMT



Document e-signed by Lisa Donahue (LMDonahue@solanocounty.gov)

Signature Date: 2025-09-10 - 8:09:38 PM GMT - Time Source: server



Document emailed to Becky Houseman (bhouseman@genasys.com) for signature

2025-09-10 - 8:09:41 PM GMT



Email viewed by Becky Houseman (bhouseman@genasys.com)

2025-09-10 - 8:10:04 PM GMT



Document signing delegated to Casandra Monteon (cmonteon@genasys.com) by Becky Houseman (bhouseman@genasys.com)

2025-09-12 - 4:20:15 PM GMT



Document emailed to Casandra Monteon (cmonteon@genasys.com) for signature

2025-09-12 - 4:20:16 PM GMT



Email viewed by Casandra Monteon (cmonteon@genasys.com)

2025-09-12 - 4:20:24 PM GMT



Document e-signed by Casandra Monteon (cmonteon@genasys.com)

Signature Date: 2025-09-12 - 4:50:48 PM GMT - Time Source: server



Document emailed to Tami Lukens (tdlukens@solanocounty.gov) for signature

2025-09-12 - 4:50:50 PM GMT



Email viewed by Tami Lukens (tdlukens@solanocounty.gov)

2025-09-12 - 9:41:45 PM GMT



Document e-signed by Tami Lukens (tdlukens@solanocounty.gov)

Signature Date: 2025-09-12 - 9:41:58 PM GMT - Time Source: server



Document emailed to Alicia Draves (AMDraves@SolanoCounty.gov) for approval

2025-09-12 - 9:42:01 PM GMT



Email viewed by Alicia Draves (AMDraves@SolanoCounty.gov)

2025-09-12 - 11:57:13 PM GMT



Document approved by Alicia Draves (AMDraves@SolanoCounty.gov)

Approval Date: 2025-09-23 - 9:30:16 PM GMT - Time Source: server



Document emailed to William Emlen (WFEmlen@SolanoCounty.gov) for signature

2025-09-23 - 9:30:19 PM GMT



Email viewed by William Emlen (WFEmlen@SolanoCounty.gov)

2025-09-23 - 10:21:58 PM GMT



**Adobe Acrobat Sign**



Document e-signed by William Emlen (WFEmlen@SolanoCounty.gov)

Signature Date: 2025-09-23 - 10:22:27 PM GMT - Time Source: server



Agreement completed.

2025-09-23 - 10:22:27 PM GMT



**Adobe Acrobat Sign**