

Faronics On-Premise Master Software License Agreement

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NO ASSIGNMENT: Licensee may not assign this agreement to a third party without the prior written consent of Faronics.

ENTIRE AGREEMENT: This agreement is the complete and sole statement of the agreement between us and supersedes all representations, warranties and agreements (whether written or oral) relating to the Product, Maintenance, Limited Support and all other services provided by Faronics which are the subject matter of this agreement. This agreement cannot be modified except in writing and with the written approval of Faronics.

PARTIAL ILLEGALITY: If any provisions of this agreement will be construed to be illegal or invalid, it will not affect the legality or validity of any other provision thereof, and the illegal or invalid provisions will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions hereof will continue in full force and effect.

FORCE MAJEURE: Faronics will not be liable to Licensee for failure or delay in the performance of its obligations hereunder caused by any cause beyond Faronics' control (including acts of God, laws or regulations of any government, war, civic commotion, labour disturbances, fire, earthquake, storm, failure of public utilities or common carriers or failure of third party suppliers) for the period of time that the foregoing prevents performance.

SURVIVAL: Paragraphs 'Intellectual Property Rights', 'Confidentiality', 'Third Party Components', 'Termination', 'No Warranties', 'Limitation of Liability', and in the case of a perpetual license, 'Limitations on Use', continue in force indefinitely, even after this agreement terminates or expires.

APPLICABLE LAWS: The rights and obligations of the parties under this agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439): Faronics has disclosed to Licensee, using Attachment B - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer (Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney) within the earlier of: (1) the date of the submission of Faronics's proposal to Licensee, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. Faronics acknowledges that under California Government Code section 84308, Faronics is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the

Agreement. In the event of a proposed amendment to this Agreement, Faronics will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Faronics or by a parent, subsidiary or otherwise related business entity of Faronics.

ELECTRONIC SIGNATURE: This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and Faronics have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

FARONICS

NAME - Dawn Rowe

Chair, Board of Supervisors

TITLE

DATE