



Contract Number

21-754

SAP Number

San Bernardino County Flood Control District

Department Contract Representative
Telephone Number

Michael B. Fam, Division Chief
909-387-8120

Contractor
Contractor Representative
Telephone Number
Contract Term

KORE Wireless, Inc
Pamela Perez
480.772.2940
2 years with automatic renewals for
three additional one-year terms.

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

\$12,000 per year
\$0
\$12,000 per year
1970002510

Briefly describe the general nature of the contract: *This contract with KORE Wireless, Inc. to transmit rain gauge data via satellite, in the estimated annual amount of \$12,000, for a term of 2 years, with automatic renewals for three additional one-year terms.*

FOR COUNTY USE ONLY

Approved as to Legal Form

SEE ATTACHED

Sophie A. Akins, County Counsel

Date

Reviewed for Contract Compliance

Andy Silao, P.E.

Date

Reviewed/Approved by District

Brendon Biggs, Chief Flood Control Engineer

Date

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number _____

SAP Number _____

San Bernardino County Flood Control District

Department Contract Representative	Michael B. Fam, Division Chief
Telephone Number	909-387-8120
Contractor	KORE Wireless, Inc
Contractor Representative	Pamela Perez
Telephone Number	480.772.2940
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Amendment Amount	\$0
Total Contract Amount	\$12,000 per year
Cost Center	1970002510

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FOR COUNTY USE ONLY

Approved as to Legal Form

► *Sophie Akins*

Sophie A. Akins, County Counsel

Date August 27, 2021

Reviewed for Contract Compliance

► *Andy Silao, P.E.*

Date _____

Reviewed/Approved by District

► *Brendon Biggs, Chief Flood Control Engineer*

Date _____



Sales Rep Name: Landon Conarty

Email: lconarty@korewireless.com

Phone:

Document ID: CCR150420210000893

KORE ORDER FORM

This order ("Order") between KORE Wireless Inc. ("KORE") and San Bernardino County Flood Control District ("Customer") dated as of the last signature below is governed by the terms and conditions set forth at [KORE Master Agreement Online Terms and Conditions](https://go.pardot.com/l/729503/2021-03-18/csbny) (which also may be accessed at <https://go.pardot.com/l/729503/2021-03-18/csbny>), which are incorporated herein by reference, including any third party service addenda (including KORE Satellite Services Addendum) (each an "Addendum") referenced therein (unless the parties have a previously-executed agreement in place with negotiated legal terms, in which case such agreement shall govern) (the "Agreement"). KORE and/or its affiliates shall provide to Customer and/or its affiliates the equipment, devices, hardware, and other goods (collectively, "Products") and the connectivity or other professional services (collectively, "Services"), each to the extent they are set out and described herein. Customer acknowledges that each Addendum may contain additional terms specific to the Products or Services being purchased, including any applicable warranties and disclaimers and required carrier provisions. In the event of a conflict between the terms of this Order and the terms of an Addendum, the terms of the applicable Addendum will govern to the extent of the conflict or inconsistency.

COMPANY DETAILS			
Company Legal Name:	San Bernardino County Flood Control District	Primary Contact Name:	Michael Fam
Company Street Address:	825 East 3rd Street	Primary Contact Title:	Engineering Manager
City, State, Postal Code:	San Bernardino, California 92415	Primary Contact Email:	mfam@dpw.sbcounty.gov
Country:	United States	Contact Phone Number:	909-387-8120
VAT/Company ID (if applicable):			

Pricing Proposal – Quote (S-127.E-080921)

KORE Satellite Services

KSAT Access, Activation and Data Fee: lifetime PRISM License, and IMEI activation fees (per device, per order).

Satellite Data Plans	Data Included	SAF	Plan Rate	Overage Price per KB	PRISMPro & IMEI Activation	Minimum Message Size
KSAT SBD 8KB Plan	8KB	\$ 5.00	\$ 8.00	\$ 1.85	\$ 40.00	10 bytes
KSAT SBD 15KB Plan	15KB	\$ 5.00	\$ 15.00	\$ 1.60	\$ 40.00	10 bytes
Suspended Mode	N/A	\$ 1.50	N/A for 15KB Plan	N/A	N/A	N/A

- Plans and SAF are monthly based with no rollover of unused data
- PRISMPro & IMEI Activation are one time fees per IMEI activation or plan change

Optional Network Application Services

*These services are sold separately and are not included by default. All connectivity Services include access to common KORE APNs with internet access. Setup fees include up to four (4) hours of Support, after which additional fees may apply. Custom APNs and Public IP requests require quotation, see your Account Manager for application and processing.

Item #	Name	Charge Type	Price
ONAS1047	IPsec VPN Standard Setup (customer data center or direct-to-cloud)	One-Time	\$ 900.00
ONAS1048	IPsec VPN Leased Router Setup (includes KORE provided routers)	One-Time	\$ 1,800.00
ONAS1049	IPsec VPN Resilience Setup (add-on fee to IPsec VPN options)	One-Time	\$ 600.00
ONAS1050	IPsec VPN Standard Maintenance and Monitoring	Monthly	\$ 100.00
ONAS1051	IPsec VPN Leased Router Maintenance and Monitoring	Monthly	\$ 125.00
ONAS1052	Software VPN Setup Fee	One-Time	\$ 750.00
ONAS1053	Software VPN Maintenance and Monitoring Fee	Monthly	\$ 100.00
ONAS1054	VPN Services Change Fee (per hour, min 1hr)	Hourly	\$ 125.00
ONAS1055	Professional Services Fee – per hour, min. 2hrs initial charge	Hourly	\$ 150.00
ONAS1056	SMPP Short Code Setup Fee (For SMS Users)	One-Time	\$ 750.00
ONAS1057	SMPP Short Code Monthly Access and Support Fee	Monthly	\$ 50.00



Term. This Order shall commence as of the Effective Date and shall expire 2-years thereafter (the "Initial Term"), unless earlier terminated in accordance with the provisions of this Agreement. This Order shall automatically renew for 3 additional terms of 1-year each (each, a "Renewal Term" and together with the Initial Term, the "Term"). The Initial Term and Renewal Term, together, shall not exceed five (5) years absent written amendment by the Parties. .

Fees. For the Products purchased or Services provided under this Agreement, Customer will pay KORE the fees, charges, and expenses in the amounts according to the rates set forth herein (including any Addendum) and invoiced thereto (the "Fees"). Except where set out as otherwise, Fees are non-cancelable and non-refundable and shall be due net 5 days for credit card paying customers, or 30 calendar days from Customer's receipt of an invoice (pending KORE Finance's review of Customer's trade credit application to determine credit worthiness). All Fees paid and expenses reimbursed under this Agreement will be in the lawful currency of the jurisdiction of KORE or the applicable KORE affiliate, as the case may be. Customer is responsible for all of Customer's account charges, including all usage-based charges, overages or roaming charges, irrespective of whether such arise as a result of fraud, non-payment by any of the Customer affiliates or other permitted users pursuant to this Agreement, or for any other reason except as expressly provided herein.

By signing below, Customer agrees to the pricing for products and services as listed in this Order as well as acknowledging and accepting the associated terms and conditions.

San Bernardino County Flood Control District

KORE Wireless Inc.:

By:

Name: Curt Hagman

Title: Board Chairman

Date: OCT 05 2021

By:

Name: Pamela Perez

Title: Director, Contract Management

Date: 09.09.2021

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNN M. FELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____
Deputy





KORE Terms and Conditions

THIS AGREEMENT GOVERNS THE USE OF THE PRODUCTS AND SERVICES THAT CUSTOMER IS PROCURING FROM THE APPLICABLE KORE ENTITY. BY EXECUTING AN ORDER AND/OR BY USING THE APPLICABLE PRODUCTS OR SERVICES, THE ENTITY EXECUTING THE APPLICABLE ORDER THAT THESE TERMS GOVERN (THE "CUSTOMER") AGREE THAT IT IS AUTHORIZED TO BIND THE APPLICABLE ENTITY TO THIS AGREEMENT AND IS AGREEING TO BE BOUND BY THE TERMS CONTAINED IN THIS AGREEMENT. CUSTOMER SHOULD NOT USE THE PRODUCTS AND/OR SERVICES IF IT CANNOT COMPLY WITH THIS AGREEMENT.

CUSTOMER ADDITIONALLY AGREES THAT CERTAIN PRODUCTS AND SERVICES SHALL BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE ATTACHED SERVICE ADDENDUM: KORE SATELLITE SERVICES ADDENDUM AND EXHIBITS, ARE ATTACHED HERETO.

1. CUSTOMER'S OBLIGATIONS

1.1 Generally. Customer shall have the obligations set out in this Section 1.

a. *Customer's Contract Manager*. Customer shall cooperate with KORE in all matters relating to the performance of this Agreement and appoint an employee to serve as the primary contact with respect to this Agreement (the "**Contract Manager**"). Customer shall ensure that the Contract Manager has appropriate access to Customer's network, equipment or facilities and is available during regular business hours, and otherwise available by phone or email after hours, to provide the required information and assistance, including in connection with the delivery of any Services.

b. *Access and Assistance*. Customer shall provide such access to Customer's premises, facilities, and computer systems and networks as may reasonably be requested by KORE for the purposes of performing hereunder. Customer shall in a timely manner provide such information, materials, access, and resources as set out in the applicable Addendum and respond promptly to any requests by KORE to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for KORE to perform under this Agreement.

c. *Delay in Performance*. If KORE's performance of its obligations under this Agreement is prevented or delayed by any action or failure to act of Customer or Customer's agents, subcontractors, consultants, or employees, KORE shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and KORE's obligation to perform will be extended by the same number of days as Customer's prevention or delay.

1.2 Licenses and Consents. Customer shall maintain all necessary services, programs, licenses, permissions, and consents from third parties needed or appropriate for KORE to perform under this Agreement.

1.3 Compliance with Law. The Parties shall comply with all applicable statutes, laws, ordinances, regulations, rules, codes, orders, constitutions, treaties, common law, judgments, decrees, or any other requirement or rule of law of any federal, state, provincial, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction (collectively, "**Law**").

1.4 Test, Trial and Demo Use. In the event that Customer is using Products, Services or the Platform (as defined herein) on a test, trial or demo basis ("**Evaluation Use**"), the Parties understand and acknowledge that such Products, Services and/or the Platform are provided on a limited, free evaluation basis only. Customer agrees to be bound by the usage and connectivity limits and exclusions set forth in the applicable Order relating to such Evaluation Use. Notwithstanding the foregoing, and for the avoidance of doubt, KORE may modify or alter the terms of such Evaluation Use, including the duration of the term, usage, connectivity or approved functionality, for which KORE will provide notice. Additional trial terms and conditions may appear on Order Form, and such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Any free version of the Service shall be provided AS-IS, with no representations or warranties of any kind, express or implied. All such Evaluation Use is subject to the restrictions set forth in this Agreement.

2. ADDITIONAL FEES AND PAYMENT TERMS

2.1 Payment Term Modifications. If Customer is in breach of Customer's financial obligations to KORE and fail to cure such breach after notice from KORE, KORE may review Customer's credit worthiness and modify the payment terms to require full payment in advance of any future Service and/or require Customer to provide a security deposit to secure Customer's payment obligations hereunder.

2.2 Disputed Amounts. In the event Customer disputes any Fees, Customer shall notify KORE, in writing, of any disputed amounts and the reason for the dispute prior to the due date for such Fees. Failure to do so shall be deemed to be Customer's acceptance of the invoiced amounts. Customer is required to remit all undisputed amounts, whether or not contained on the same invoice as the disputed amounts, by the due date set out in the applicable Addendum, or if not set out therein, this Agreement. If KORE agrees to waive any disputed amounts, KORE may provide a credit to Customer for this amount and/or may apply such credit against amounts owing by KORE to Customer.

2.3 Late Fees. Customer will pay a late fee of 1.5% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. KORE, at its option and without incurring liability, may suspend the Services, in whole or in part, if KORE does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances. Reserved.

2.4 Suspension. Without incurring liability, KORE suspend or restrict any or all Services, upon five (5) business days prior written notice if Customer fails to pay any Fees by within sixty (60) calendar days of the due date.



2.5 Regulatory Fees; Taxes. Customer agrees to pay for any increase in communications tariffs or other regulatory fees KORE incurs in connection with the provision of Services that are charged to KORE by third parties and out of KORE's control. All prices exclude sales tax, use tax, withholding tax, duties, consumption, value-added, gross receipts, excise and any other taxes, surcharges or similar levies imposed by any government authority ("Taxes"). In the event that any Taxes are applicable to any of the transactions contemplated by the Agreement, Customer will be responsible for payment of such Taxes whether concurrently invoiced with the original invoiced amount or subsequently invoiced based on a review of the facts affecting Customer's tax status or determination that the laws of the applicable state(s) require assessment and collection of tax.

2.6 Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

3. PURCHASES

3.1 General. KORE and its Affiliates shall provide to Customer and/or Customer's Affiliates the equipment, devices, hardware, and other goods (collectively, "**Products**") and the connectivity or other professional services (collectively, "**Services**"), each to the extent they are set out and described in an Order or Service Addendum. Each Service Addendum shall be governed by this Agreement and any schedules, exhibits, terms, or other attachments attached thereto or incorporated therein. Customer acknowledges that each Service Addendum may contain additional terms specific to the Products or Services being purchased, including any applicable warranties and disclaimers and required carrier provisions. Additionally, Customer acknowledges the terms of any exhibits attached to a Service Addendum that apply to Customer's end users and/or resellers, as applicable. In the event of a conflict between the terms of this Agreement and the terms of a Service Addendum, the terms of the applicable Service Addendum will govern to the extent of the conflict or inconsistency.

3.2 Services. If Customer or KORE wish to change the scope, pricing or performance of any Services, Customer or KORE shall submit details of the requested change to the other in writing. KORE shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the Fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate or updated fee schedule, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "**Proposal**"). Neither party shall be bound by any Proposal unless mutually agreed upon in writing.

4. **PLATFORM USE.** In the event that Customer uses any KORE owned and operated platforms in connection with any Products or Services ("**Platform**"), the following shall apply:

4.1 In order to use the Platform, Customer will need to contract with an Internet Service Provider ("**ISP**"). Customer is solely responsible for its choice of ISP and for any ISP related fees and expenses. KORE has no obligations, responsibility or liability for the ISP connection or any Internet communications link between Customer's facilities and KORE's server or the or third-party server hosting the Platform. Customer is responsible for controlling the use of username(s) and password(s). Customer will not permit access by any third parties or assign or transfer access to the Platform without KORE's prior written consent. KORE will not be liable for any loss or damage arising from an unauthorized use of any username or password issued to Customer.

4.2 All materials displayed or otherwise accessible through the Platform, including without limitation, text, logos, graphics, photographs, images, and illustrations (collectively, the "**Content**") are protected under applicable copyright, trademark and other proprietary and intellectual property laws or other laws. Customer acknowledges that the Content is the property of KORE or of its respective owners, as indicated, or as the case may be. In addition, the Platform is protected under copyright law as a collective work and/or compilation pursuant to applicable laws. The copying, redistribution, use or publication by Customer of any such Content or any part of the Platform, except as permitted herein, is strictly prohibited. Customer does not acquire ownership rights to any content or document obtained through the Platform. Customer shall abide by all additional copyright notices, information and restrictions on or contained in any of the Content to which access is gained through the Platform.

4.3 Notwithstanding the foregoing, and subject to the terms and conditions of this Agreement, Customer is hereby granted the right to access, view and use the Platform for its commercial use, and are granted the right to download, store, and print single copies of items comprising the Content for its commercial use, provided that it does not (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for its business purpose and do not copy or post such information on any networked computer, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents. Customer agrees not to introduce into or through the Platform any information or material which may be harmful to others. Customer warrants that information or material that it provides to the Platform electronically through Customer's access to or use of the Platform does not infringe the rights of any person or entity.

5. HARDWARE PURCHASES

In the event that Customer instructs KORE to procure hardware on its behalf, Customer agrees that: (i) such hardware is specifically for Customer's use according to the scope of the PO issued by Customer and for the business purpose set forth in the applicable Order; (ii) title, ownership and risk of loss of such hardware transfers to Customer upon receipt of the hardware at KORE's facility, with no right of return (except as may be provided by the manufacturer through its RMA policy); (iii) Customer is responsible for insuring the hardware at full replacement value while in transit and while at KORE's facility (and shall provide proof of insurance naming KORE as a beneficiary upon request therefor).

6. NON-DISCLOSURE AND CONFIDENTIALITY

6.1 Disclosure. Each party may disclose to the other party certain Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. "**Confidential Information**" means any non-public or proprietary information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies,



and information pertaining to KORE's pricing. Customer acknowledges that any calls made to KORE customer support centers may be recorded for quality assessment or training purposes.

6.2 Non-Disclosure and Non-Use. Neither party will disclose any Confidential Information of the other party without the other party's express written authorization. Neither party shall use such Confidential Information for any purpose other than to carry out its duties and responsibilities under this Agreement or under any other agreement between the parties. Each party will keep such Confidential Information confidential and will use commercially reasonable efforts to ensure that its affiliates and representatives who have access to such Confidential Information comply with these non-disclosure and non-use obligations; provided, however, that either party may disclose Confidential Information (a) to those of its affiliates and representatives who need to know Confidential Information for the purposes of this Agreement or any other agreement between the parties, or (b) as may be required by a valid subpoena, court order, or as may be required by the California Public Records Act; provided, however, that the disclosing party gave the other party at least ten (10) calendar days advance notice of such required disclosure. KORE may further receive or disclose personal information or documents about Customer to or from: (i) law enforcement agencies to assist them in the prevention or investigation of criminal activity; or (ii) KORE underlying carriers for purposes that are relating to providing Customer with an acceptable telecommunications service.

7. DATA

7.1 Data Collection. Data may be collected automatically from Customer's use of the Products or manually from a user of the Products or Services (e.g., support requests) (collectively, "Data").

7.2 KORE and/or KORE's Affiliates do not collect personally identifiable information unless Customer provide it to KORE. Each party may use the business contact details of the other's employees or contract personnel for the purpose of delivering the Services under this Agreement. KORE may use Customer's personal information for purposes that are related to providing those services that would reasonably be expected (including the purpose of keeping Customer informed about features of available services or conducting analysis in order to provide a better service).

7.3 Data Retention and Use. KORE will retain Data for the period set forth in the applicable Service Addendum (the "Retention Period"). KORE does not have access to or retain any content transmitted via the Internet. KORE retains the right to automatically delete Data after the Retention Period whether or not Customer has retrieved or read it. Customer will not have remote access to Data after the Agreement is terminated. KORE may retain and use Data beyond the Retention Period: (i) if KORE is notified by a third party to preserve such Data in a civil or criminal investigation or proceeding and, in KORE's judgment, failure to comply with the request may subject us to civil or criminal liability, provided that in such event KORE will notify Customer of retention beyond the applicable period unless disclosure is prohibited by an investigating governmental authority or otherwise prohibited by law; (ii) for system performance anomalies, troubleshooting, maintenance, and similar needs, provided such Data is deleted from KORE's servers once such use has been completed; and (iii) to verify whether or not the Services and any other products, software or services are being used in accordance with the terms of this Agreement. In addition: (a) the wireless network provider and third party application providers may retain Data beyond the Retention Period; and (b) KORE may use Data for any other legitimate business purpose, including sharing it with third parties, provided such Data does not include any personally identifying information.

7.4 Data Restoration. Data that has been deleted cannot be retrieved or recreated. Customer is solely responsible for establishing any long-term data retention requirements for Data storage at Customer's own facilities and Customer is responsible for archiving any Data Customer is required to maintain for regulatory compliance or other purposes. KORE is not responsible for, and does not guarantee, restoration of any Data or other information, including Data or information stored on any third-party software or devices, an external hard drive, or any equipment provided by KORE, whether or not under warranty, or returned for repair or service. Customer is solely responsible for making backup copies of such Data or information.

7.5 Modifications. KORE may modify its data management policy at its discretion or for regulatory compliance purposes. Any modifications will become effective as of the date a modified version of the notice or policy is posted on the Portal. Such changes will not alter the data Retention Period for Services Customer have already purchased.

7.6 General Data Protection Regime. The Parties must agree separately on a data processing addendum as required by applicable law and the nature of the Services or Products provided.

8. WARRANTY.

8.1 KORE represents and warrants that its proprietary Products and Services will operate according to the relevant specifications that KORE publishes in connection therewith and that all Services it directly provides will be provided in a competent manner according to commercially reasonable industry standards.

8.2 OTHER THAN AS EXPRESSLY SET OUT HEREIN, KORE DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY KORE. WITHOUT LIMITING THE FOREGOING, NO WARRANTY IS MADE THAT USE OR RECEIPT OF THE PRODUCTS, SERVICES OR DELIVERABLES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE PRODUCTS, SERVICES OR DELIVERABLES WILL BE CORRECTED, OR THAT THE PRODUCTS, SERVICES OR DELIVERABLES WILL MEET CUSTOMER REQUIREMENTS. CUSTOMER AGREES THAT KORE SHALL HAVE NO LIABILITY WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES PROCURED HEREUNDER AND THAT CUSTOMER WILL LOOK SOLELY TO SUCH THIRD PARTY MANUFACTURER'S OR SERVICE PROVIDER'S TERMS AND CONDITIONS OR USAGE POLICIES WITH RESPECT THERETO.



9. INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Indemnification. KORE will at its expense (a) defend Customer and Customer's officers, directors, employees, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party alleging that Customer's receipt or use of the Products or Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of that third party (each, a "**Claim Against Customer**"), and (b) indemnify against and pay all settlements entered into and damages awarded against Customer as a result of a Claim Against Customer; provided, however, that KORE will have no obligations under this Section with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to KORE; (b) use of the Products or Services in combination with any materials or equipment not supplied to Customer or that would not reasonably be expected in order to receive and use the Products or Services; (c) any modifications or changes made to the Products or Services by or on behalf of any person or entity other than KORE; (d) the use of any version of the Products or Services other than the most current release made available by KORE; or (e) Customer's breach of this Agreement or the applicable Addendum or Statement of Work. If a Product or Service, or any part thereof, becomes, or in the opinion of KORE may become, the subject of a claim of infringement or misappropriation, KORE may, at its option: (a) obtain a license for Customer's continued use of that Product or Service in accordance with this Agreement; (b) replace or modify the Product or Service so that they are no longer claimed to infringe or misappropriate; or (c) terminate this Agreement and refund to Customer a pro-rated portion of the fees prepaid by Customer for the remaining unused portion of the term for the infringing Service or for the Product based on a three year useful life. THIS SECTION SETS OUT CUSTOMER'S EXCLUSIVE REMEDY AND KORE'S SOLE OBLIGATION FOR ANY IP INFRINGEMENT OR MISAPPROPRIATION CLAIM.

9.2 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.1, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.1, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO KORE UNDER THE APPLICABLE ADDENDUM IN THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR LIABILITY.

9.4 Exceptions. The exclusions and limitations set forth above shall not apply to a party's indemnity obligations or breach of its (a) non-disclosure and confidentiality obligations or (b) payment obligations.

10. TERMINATION

10.1 Termination.

a. *By either party.* Without prejudice to any other remedies and in addition to any other termination rights herein, either party may terminate this Agreement or an Addendum if (i) the other party commits a material breach of this Agreement or the applicable Addendum and such breach remains uncured thirty (30) days after written notice of such breach is delivered to such other party including the failure to pay any Fees due to KORE; or (ii) the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy Laws, Laws of debtor's moratorium, or similar Laws.

b. *By KORE.* Without prejudice to any other remedies and in addition to any other termination rights herein, KORE may terminate this Agreement or an Addendum if (i) Customer fail to pay any Fees within sixty (60) days of the applicable due date and upon five (5) business days written notice; (ii) Customer fail to provide a reasonable security deposit, credit card authorization, or letter of credit, if and as requested pursuant to Section 2.1; or (iii) KORE provides Customer sixty (60) days written notice.

10.2 Suspension. In lieu of terminating this Agreement or any Addendum pursuant to Section 6.1a, KORE may, without waiver of or prejudice to any of its rights hereunder or under applicable Law, elect to suspend or restrict its performance until such time KORE has determined in its sole discretion that Customer is in compliance with this Agreement or any applicable Addendum.

10.3 Effect. Termination of an Addendum shall not effectuate a termination of this Agreement or otherwise affect any other outstanding Addenda. Upon expiration or termination of this Agreement for any reason, (i) all outstanding Addenda shall terminate unless by their express terms they shall survive, and (ii) Customer will remit all undisputed amounts due and owing as of the date of termination, within thirty (30) days of the date of termination. Within thirty (30) days after termination or expiration of this Agreement, each party shall return or destroy the Confidential Information of the other party.

10.4 Survival. The rights and obligations of the parties set out in this Section 6 and Sections 2, 5 and 8, and any right or obligation of the parties in this Agreement or any Addendum, which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

11. DISCLAIMER

11.1 OTHER THAN AS EXPRESSLY SET OUT IN AN ADDENDUM AND SECTION 9.1, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY KORE. WITHOUT LIMITING THE FOREGOING, NO WARRANTY IS MADE THAT USE OR RECEIPT OF THE PRODUCTS, SERVICES OR DELIVERABLES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN



THE PRODUCTS, SERVICES OR DELIVERABLES WILL BE CORRECTED, OR THAT THE PRODUCTS, SERVICES OR DELIVERABLES WILL MEET CUSTOMER'S REQUIREMENTS.

12. GLOBAL AFFILIATES

12.1 Purchases In Other Jurisdictions. The Parties agree to enable their respective direct and indirect Affiliates located outside of KORE's and Customer's jurisdiction (each, a "Global Affiliate") to transact business under this Agreement. If a Global Affiliate of Customer wishes to engage KORE or a Global Affiliate of KORE to provide Services or purchase Product, then Customer's Global Affiliate and KORE or the applicable KORE Global Affiliate may enter into an Addendum as necessary provided such Addendum references and is governed by this Agreement.

12.2 Agreement Structure. KORE shall not be liable for the acts or omissions of its Global Affiliates in connection with such Affiliates' provision of Services or Product under any Addenda with Customer or a Global Affiliate of Customer. Except for the immediately preceding sentence, upon execution of an Addendum by a Global Affiliate of Customer or a Global Affiliate of KORE, each use of "Customer" or "KORE," as the case may be, shall be deemed to include such Party's Global Affiliate.

12.3 Additional Terms. To the extent the entities executing an Addendum require additional or alternative terms and conditions to those contained in the Agreement in order to comply with applicable law or business practices, the parties shall mutually agree to such alternative or additional terms and set them out in the applicable Addendum or Statement of Work.

13. GENERAL

13.1 Customer represents and warrants that, to its good faith knowledge: (a) it is in compliance with, in good standing under, and have not violated, any US export or transfer control laws; (b) it is not, and never have been, named as a "debarred" party, "denied person or entity," "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, any US export or transfer control laws; (c) Contractor shall not permit the Products or Services to be accessed or used by distributors or end user who are named as a "debarred" party, "denied person or entity," or "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, any US export or transfer control laws and will notify KORE immediately in the event that status changes.

13.2 Governing Law; Venue. The interpretation, validity and enforcement of this Agreement shall be governed: (i) if Customer is located in a jurisdiction within North America, Central America or South America, by the laws of the state of California (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded), and any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in a United States District Court for the Central District of California or, if such court would not have jurisdiction over the matter, then only in a California state court sitting in San Bernardino County, California ; and (ii) if Customer is located in a jurisdiction other than in North America, Central America or South America, by the laws of The Netherlands, and any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in a court located in Amsterdam, The Netherlands. KORE and Customer specifically exclude the application of the United Nations Convention on the International Sale of Goods, the Uniform Commercial Code, and any legislation implementing the foregoing Convention and Code. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum.

13.3 Conflicting Terms. Notwithstanding the content of any purchase order or any other document or record other than an Addendum, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern, and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

13.4 Notice.

a. KORE shall send notices using Customer's contact information provided on the signature page. Customer shall use the following information:

Attention:	Legal Services
Address:	3700 Mansell Rd., Suite 300
Address:	Alpharetta, GA 30022
Phone:	877-710-5673
Email:	legal@korewireless.com" legal@korewireless.com

b. All notices or communications required or otherwise provided under this Agreement must be in writing (including email) and are deemed given when delivered to the address set out on the Signature Page (i) by hand to a responsible officer of the addressee, (ii) by certified or registered mail (return receipt required), (iii) a nationally recognized overnight courier service, or (iv) by facsimile or email transmission (with evidence of transmission). Either party may update its notice information by written notice to the other party in accordance with this Section. Notice is effective upon delivery to the notice address, including upon receipt at the correct email address.

13.5 Assignment. Neither KORE nor Customer shall assign this Agreement without the prior written consent of other party, which consent may not be unreasonably withheld; provided, however, either party may assign this Agreement in connection with a sale of all or substantially all of its assets without such consent. Any assignment made in violation of this Section is void.

13.6 Interpretation.



a. The original of this Agreement has been written in English and Customer waive any right Customer may have under the laws of its jurisdiction to have this Agreement written in any other language. Customer represent that Customer have the ability to read and write in English and have read and understood this Agreement. If this Agreement is translated into a language other than English, the English version and interpretation shall govern and prevail.

b. For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that it is their intent that the court interpreting or construing this Agreement not apply a presumption that the terms of this Agreement will be more strictly construed against one party than against another.

13.7 Waiver. A failure by either party to enforce any right under this Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of either party under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be deemed severed from the Agreement and the other provisions shall remain in full force and effect.

13.8 Entire Agreement; Amendment. This Agreement and the Addenda, including any applicable Order, set out the entire agreement between the parties concerning the matters described above and supersede all prior written or oral agreements, or understandings.

13.9 Force Majeure. Other than in connection with Customer's payment obligations hereunder, neither party will be liable for delays in its performance hereunder due to causes beyond its reasonable control, including acts of God, public enemy, government, regulatory authorities, or courts of law or equity, or caused by civil war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes or other labor troubles, or failure of third party service providers or telecommunications networks or devices, provided that the party so relieved of its obligations hereunder provides notice to the other party and takes all reasonable and necessary steps to resume performance of its obligations as soon as possible.

13.10 Non-exclusivity. Unless otherwise provided in an Addendum, nothing in this Agreement shall limit either party from pursuing alternative supplier, supply or other commercial relationships.

13.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

13.12 Equitable Relief. Each party acknowledges that a breach by a party of Section 1.3 (Compliance with Law) or Section 3 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at Law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at Law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13.13 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

13.14 Announcements. KORE may, in its own marketing and sales materials, refer by names and logos to Customer, only with Customer's express written consent, which may be withheld for any reason. This Agreement is a public record under the California Public Records Act and is subject to disclosure as such.

13.15 The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email 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.

13.16 All of the Customer's revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the Customer in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this Agreement are subject to the prior pledge of revenues described above. Customer payments pursuant to this Agreement will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the Customer from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the Customer (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the Customer pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the Customer, investment income and all other money howsoever derived by the Customer from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the Customer, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1



et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the Customer.