

SADA Systems, Inc.

G Suite Ordering Document

This G Suite Ordering Document (the “Ordering Document”) and the corresponding G Suite Customer Agreement (the “Agreement”) between SADA Systems, Inc. a corporation organized under the laws of the State of California, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 (“SADA”) and Customer (as defined below) governs Customer’s access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

SADA Systems is a licensed and authorized Premier Professional Services Partner and Reseller of G Suite and Google Cloud products and services.

Customer: Hidalgo County, Texas

Corporate Address (city, state, ZIP): 100 North Closner Boulevard, Edinburg, Texas 78539

Entity: County Government

State of Organization: Texas

Google Product Description:

G Suite Business is the premium version of [G Suite](#). In addition to everything available in G Suite*, G Suite Business also includes unlimited storage for all platform data and content, Google App Maker for low code application development and hosting, and Google Vault (data archive, retention, eDiscovery and legal hold) for everyone in your organization - plus additional Google Drive administration, auditing, and reporting features.

* G Suite includes the following core functionality: Google Mail, Calendar, Contacts, Groups, IM, Hangouts, Drive, Sites, Docs, Sheets, Slides, Forms, Drawings, MDM, Spam/Virus Filtering, Google SSO, Security, Reporting, LDAP Integration, Outlook Integration, Google Data Migration Tools, File Stream, G Suite Training, 24x7x365 support.

Licensing & Pricing:

Under the terms of the Agreement of which this Ordering Document is a part, Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars:

Google Product Pricing:

SADA Systems is an authorized vendor on:

Texas Department of Information Resources Contract Number: DIR-TSO-3413

Pricing

Product Description	Price	Quantity	Amount
Year 1: 12/31/2018-12/30/2019			
G Suite Business Licenses (Annual)	\$0	2,000	\$0
Year 1 Subtotal			\$0
Year 2: 12/31/2019-12/30/2020			
G Suite Business Licenses (Annual)	\$0	2,000	\$0
Year 2 Subtotal			\$0
Year 3: 12/31/2020-12/30/2021			
G Suite Business Licenses (Annual)	\$105	2,000	\$210,000

Year 3 Subtotal			\$210,000
Year 4: 12/31/2021-12/30/2022			
G Suite Business Licenses (Annual)	\$105	2,000	\$210,000
Year 4 Subtotal			\$210,000

All sales taxes which are properly payable in connection with this Agreement under the Applicable law shall be paid by Customer.

This Pricing and Payments offer is valid only if executed by or before 12/31/2018.

Payment Schedule

Payment	Invoice Date	Amount
License Payment 1	Agreement Execution Date	\$0
License Payment 2	December 31, 2019	\$0
License Payment 3	December 31, 2020	\$210,000
License Payment 4	December 31, 2021	\$210,000

Invoices and Payment.

SADA will invoice Customer for all amounts due under any executed Ordering Document in accordance with the schedule set forth in such executed Statement of Work. Each invoice submitted to Customer pursuant to this Agreement will be due and payable by Customer in accordance to the Texas Prompt Payment Act. Payment is accepted by check or ACH/EFT.

Bank Information

Automated Clearing House (ACH) or Electronic Funds Transfer (EFT)

Wells Fargo Bank
 Swift Code: WFBUS6
 464 California St. San Francisco, CA 94104
 Routing Number: 121042882
 Bank Account Name: SADA Systems, Inc.
 Bank Account Number: 7757670067

Remittance Address:

SADA Systems, Inc
 5250 Lankershim Blvd., Suite 620
 North Hollywood, CA 91601
 ATTN: Accounting

SADA Professional Services:

SADA Systems' Master Professional Services Agreement and Statement of Work, including scope, pricing and Google's Deployment Voucher, will be prepared and submitted to the client for review, after completion of a project deployment planning meeting.

Based on the proposed G Suite Business license count of 2,000 seats, customer qualifies for a professional services voucher valued at \$50,000, which Google will pay directly to SADA Systems to perform system configuration and education services on behalf of customer. This work and the voucher will be represented in a fully scoped and executed SOW.

Customer Information & Project Scope

Billing Contact Information

Full Name (required)

Daniel Silguero

Phone	956.205.7003
Email Address (required)	daniel.silguero@co.hidalgo.tx.us
Technical Administrator Contact Information	
Full Name (required)	Daniel Silguero
Phone	956.205.7003
Off Domain Email Address (required)	dsilguero83@gmail.com

Primary G Suite Domain	Customer Acknowledges
co.hidalgo.tx.us	Domain is NOT on G Suite

Provisioning of G Suite Licenses by SADA

1. Customer agrees to the terms of the G Suite Customer Agreement (Exhibit A) of which this Ordering Document is a part.
2. Additional licenses purchased during the Initial Term will be billed on a prorated basis for the remaining portion of the signed term. Payment for additional licenses will be due within 30 days of receipt of an invoice, and will be exempt from the Payment Schedule above.
3. Customer agrees that all G Suite licenses will be provisioned on the Primary G Suite Domain, and that the primary domain is accurate as listed above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems, Inc.

Hidalgo County, Texas

Print name: Annie Safoian

Print name: _____

Print title: Co-Founder

Print title: _____

Date: December 14, 2018

Date: _____

Exhibit A

SADA Systems, Inc.

G SUITE CUSTOMER AGREEMENT

This **G SUITE CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of the date the last party executes the G Suite Ordering Document (the "Ordering Document") by electronic or manual signature (the "Effective Date"), thereby indicating acceptance of the terms of this Agreement between SADA Systems, Inc., a California corporation, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and the customer identified in the Ordering Document ("Customer"). The terms of the Ordering Document are incorporated by reference herein.

1. SERVICES AND TERMS OF SERVICE

1.1 Provision of Services. This Agreement establishes the terms under which SADA, as an authorized reseller of Carahsoft Technology Corp. ("Carahsoft") and Google Inc. ("Google"), will provide Customer with access to the G Suite services set forth in the Ordering Document (the "Services") and account activation (any services associated with such account activation, including administrative account setup, order management and placement, technical support services (as described in Section 1.3), and any other services required to administer Customer's account as Google may require, are referred to herein as the "Provisioning Services"). Customer acknowledges and agrees that this Agreement and the G Suite TOS (as defined in Section 1.2) govern Customer's use of the Services and the Provisioning Services, but do not govern implementation and deployment services performed by SADA, if any, which will be performed under a separate Master Professional Services Agreement between SADA and Customer.

1.2 Google Terms of Service. The Services will be provided by Google and SADA will have no liability for the performance of the Services, other than as set forth in this Agreement. The G Suite TOS will govern Customer's access to and use of the Services. For purposes of this Agreement, the "G Suite TOS" means those terms of service that govern use of the Services, which can be viewed at <http://www.carahsoft.com/vendors/google#end-user-terms> (or such other URL as Carahsoft may provide). Customer hereby accepts and agrees to the G Suite TOS, without alteration or amendment. The G Suite TOS will supersede any click-through or other terms of service that may be presented to Customer electronically upon Customer's first login to the Services. Capitalized terms used in this Agreement that are not defined herein are defined in the G Suite TOS.

1.3 Support. Customer will respond to questions and complaints from Customer's End Users or third parties relating to Customer's or End Users' use of the Services. SADA will provide front-line technical support directly to Customer's technology administrators with respect to questions, complaints and other support issues that Customer cannot resolve. Customer hereby authorizes SADA to submit Customer support issues to Google on behalf of Customer, in connection with which, Customer hereby agrees and consents that SADA may disclose any Customer Information to Google as reasonably required for Google to provide technical support to SADA in connection such Customer support issues. Any Customer Information so disclosed will be used by Google in accordance with the G Suite TOS, including applicable confidentiality, data processing and security terms. SADA will not otherwise disclose Customer Information to Google. Customer may also escalate support requests to Google in accordance with Google's applicable TSS Guidelines. Google will only provide customer support directly to Customer as set out in the G Suite TOS.

For purposes of this Agreement, "Customer Information" means: (A) any data received by SADA from, or maintained by SADA on behalf of Customer, its Affiliates and/or its End Users in connection with the resale of the Services and/or supply of Provisioning Services, including any Personally Identifiable Information and End User passwords; and (B) any Services administrative accounts accessed by SADA in connection

with the resale of the Services and/or supply of Provisioning Services, and any passwords for such accounts. "Personally Identifiable Information" includes, without limitation, names, contact information (including, without limitation, e-mail addresses, postal addresses and telephone numbers), government identification numbers, financial account numbers, payment card information, transaction information, credit report information, biometric information, IP addresses, network and hardware identifiers, protected health information, geolocation information, and any other information about individual persons or their use of the Services.

1.4 Service Levels. The Services are governed by the SLA set forth in the G Suite TOS. If Google fails to comply with the SLA, Customer will be eligible to receive those remedies set out in the G Suite TOS and must request such remedies directly from SADA. Customer's sole and exclusive remedy in the event of an SLA breach will be the remedies set forth in the applicable SLA.

1.5 Communications with Google. Customer hereby consents and agrees that SADA may provide Google with contact details for Customer to allow Google to communicate directly with Customer for the following purposes: (A) to conduct customer service and satisfaction surveys; (B) as required to ensure Customer is provided with options to maintain continuity of the Services (including, if applicable, any scenario in which SADA's authorization to continue to resell or provision the Services has been terminated); (C) for purposes related to the provisioning of the Services to Customer's account, in relation to any Services updates or security incidents; and (D) as required to execute any non-standard Customer orders. Customer also agrees that Google may use such contact details to inform Customer about new or additional Google products related to the Services, provided that Google will take reasonable steps to allow Customer to opt out of receiving such Google product communications at any time.

2. CUSTOMER OBLIGATIONS.

2.1 Compliance with Law; Compliance with Agreement. Customer will comply with all laws, rules and regulations applicable to its use of the Services. Customer acknowledges and agrees that Customer is responsible for ensuring that it and its End Users use the Services in accordance with the G Suite TOS.

2.2 Customer Administration of the Services. Customer is responsible for: (A) maintaining the confidentiality of the password and administrative account(s) provided to Customer for the purpose of administering End User accounts; (B) designating those of Customer's employees and SADA's employees who are authorized to access the administrative account; and (C) ensuring that all activities that occur in connection with Customer's administrative account comply with the G Suite TOS. Customer acknowledges and agrees that Google is merely a data processor and that neither SADA's nor Google's liability extends to the internal management or administration of the Services for Customer.

2.3 Consents. Customer is responsible for providing the necessary notices to, and obtaining and maintaining any consents required from, End Users to allow SADA and Google to perform their respective contractual obligations under this Agreement and the G Suite TOS, as applicable.

2.4 Privacy. Customer agrees to protect the privacy rights of its End Users in accordance with all applicable laws and regulations.

3. CHARGES AND PAYMENT

3.1 Payment. Customer's use of the Services is subject to payment of the fee(s) set forth in the Ordering Document. Unless otherwise provided in the Ordering Document, Customer will pay for the Services in accordance with the Texas Prompt Payment Act for the Initial Term and each Renewal Term (both as defined in Section 4.1), to the extent applicable. Fees are non-refundable. SADA will have the right to change the fee once each year, effective with the next renewal date. SADA will notify Customer of any fee increase at least 30 days prior to the expiration of the then-current term.

3.2 Support Charges. Any support to be provided by SADA under Section 1.2 of this Agreement will be performed on business days between the hours of 9:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. Any support services requested by Customer outside these hours will be billed to Customer at an hourly rate of \$250.00.

3.3 Taxes. Customer is responsible for applicable taxes associated with Customer's purchase and receipt of the Services (except for any taxes assessable against SADA based on its income, property or employees) and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will increase the payment to SADA so that the amount received by SADA is the same as it would have been if no taxes were withheld.

3.4 Late Payments. Until paid in full, delinquent payments will bear interest from the first date of delinquency at the lower of 1.5% per month or the highest rate permitted by law. Customer is responsible for all reasonable expenses (including legal fees) incurred by SADA in collecting unpaid or overdue amounts, except where these unpaid or overdue amounts are due to billing inaccuracies attributable to SADA.

4. TERM, TERMINATION, SUSPENSION AND ADDITIONAL END USER ACCOUNTS

4.1 Term. The term of this Agreement will begin on the Effective Date and will continue for an initial period as set forth in the Ordering Document (such period, the "Initial Term"). At the end of the Initial Term, this Agreement will renew automatically for consecutive renewal terms of 12 months (each, a "Renewal Term"), unless terminated by either party by providing the other party written notice of non-renewal at least 30 days prior to the end of the then-current term. All terms and conditions of this Agreement shall apply during each Renewal Term, except for the fees. The fee for each Renewal Term will be the rates then in effect as described in Section 3.1. SADA will invoice Customer, and Customer agrees to pay, for the renewal of the Services as set forth in the Ordering Document and Article 3 above.

4.2 Termination. Either party may terminate this Agreement for cause upon written notice if the other party fails to cure any material breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that the period to cure a breach with respect to payment shall be 30 days. Other than as may be provided elsewhere in this Agreement, such termination will be Customer's sole and exclusive remedy in the case of a material breach of this Agreement by SADA. This Agreement will also terminate upon termination of the G Suite TOS by either Customer or Google.

4.3 Effects of Termination. If this Agreement terminates, then the rights granted hereunder by any party to the other will cease immediately and Customer's access to the Services will cease. Unless this Agreement is terminated due to a material breach by SADA or Google, all payments owed by Customer under this Agreement are immediately due, including any unpaid fees still owing for the then-current term (regardless of whether such term has been terminated early). As set forth in the G Suite TOS, Customer will not have access to Customer Data following termination.

4.4 Suspension of Services. Without prejudice to SADA's rights under Section 4.2 (Termination), if Customer is in breach of its payment obligations under this Agreement and has failed to cure such breach within 30 days of notice from SADA regarding such breach, SADA may suspend Customer's access to the Services until such breach is cured.

4.5 Additional End User Accounts. Customer may increase the number of End User accounts per Customer domain at any time. For End User accounts added during the Initial Term or any Renewal Term, the initial term for such End User accounts will be pro-rated, beginning on the date of the applicable order and ending on the expiration of the applicable term. Customer may request End User accounts by notifying its designated SADA account manager. For each purchase of End User accounts, SADA will issue a quote

to Customer. End User accounts automatically renew in accordance with the terms of this Agreement, unless terminated by either party in accordance with the terms of this Agreement. The number of End User accounts cannot be reduced during a term, but may be reduced at the next renewal date. In addition, SADA cannot transfer End User Accounts from one Customer domain name to another.

5. CONFIDENTIAL INFORMATION; PASSWORDS

5.1 Confidential Information. The provisions of the G Suite TOS regarding Confidential Information are incorporated into this Agreement by reference and govern the exchange of Confidential Information between SADA and Customer under this Agreement. The exchange of Confidential Information between Customer and Google is governed by the G Suite TOS.

5.2 Passwords. For the avoidance of doubt, SADA will only change or reset Customer or End User passwords if and/or as instructed by Customer.

6. PROCESSING OF PERSONAL DATA ON CUSTOMER'S BEHALF

6.1 Data Protection Legislation. SADA will, with respect to any personal data that it processes on Customer's behalf:

- (A) comply with, and only act on, instructions from or on behalf of Customer regarding the processing of such personal data;
- (B) not process such personal data for any purpose other than the performance of SADA's obligations under this Agreement;
- (C) ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;
- (D) ensure the reliability of, and be responsible for, all of SADA's employees, agents and contractors who will have access to such personal data;
- (E) not, by any act or omission, place Customer in breach of Data Protection Legislation;
- (F) inform Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to such personal data;
- (G) ensure that any third-party subcontractor engaged by SADA to process such personal data on behalf of Customer only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this [Section 6.1](#).

For purposes of this Section, the term "[Data Protection Legislation](#)" means any applicable data protection and privacy legislation, guidelines and industry standards.

- (H) compliance with the terms of Article 25 of the Directive or Article 44 of the GDPR (as applicable).

6.2 Customer as Controller. Customer agrees that SADA and Google are processors, and Customer is the controller, of any personal data referenced in this Article.

7. INTELLECTUAL PROPERTY RIGHTS. Except as expressly stated otherwise in this Agreement, neither party will acquire any rights, title or interest, in and to any of the Intellectual Property Rights belonging to the other party, or the other party's licensors. All ownership rights, title, and Intellectual Property Rights in and to the content accessed through any Services are the property of the applicable

content owner and may be protected by copyright or other applicable laws. The parties acknowledge and agree that Google owns all Intellectual Property Rights in the Services.

8. DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, SADA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT.

9. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO SADA FOR THE SERVICES DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY TO THE EXTENT PERMITTED UNDER THE LAW. These limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

10. GENERAL PROVISIONS

10.1 Notices. All notices, consents, approvals, acknowledgements and waivers under this Agreement must be in writing and delivered to the applicable party, sent to Customer's address set forth in the Ordering Document in the case of Customer, and in the case of SADA, sent to the attention of SADA's Chief Financial Officer at the address set forth in the preamble to this Agreement. SADA and Customer each agree that notices and other communications under this Agreement may be received by email, unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

10.2 Authorization; Binding Nature and Assignment. Each party represents and warrants to the other that: (A) it has the requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite action on the part of such party. This Agreement will be binding upon the parties and their respective successors and assigns. SADA may assign this Agreement in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of its assets. Customer may assign this Agreement to an Affiliate without SADA's written consent, but only if: (A) the assignee agrees in writing to be bound by the terms of this Agreement; (B) Customer remains liable for obligations incurred under this Agreement if the assignee defaults on them; and (C) Customer has notified SADA of the assignment. Any other assignment is void, except with the other party's prior written consent.

10.3 Publicity. Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer trade name, trademark and/or logo) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

10.4 Third Party Beneficiary. The parties agree that there are no third-party beneficiaries of this Agreement.

10.5 Independent Contractors; No Agency. SADA, Google, Carahsoft and Customer are independent contractors with respect to SADA's resale of the Services, and this Agreement does not create an agency, partnership or joint venture. Customer acknowledges that SADA is not an agent of Google or Carahsoft

and has no authority to bind Google or Carahsoft or to change any terms, conditions, warranties or covenants made by Google or Carahsoft.

10.6 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

10.7 Survival. The following provisions will survive any termination of this Agreement: Section 4.3 (Effects of Termination), Article 5 (Confidential Information; Passwords), Article 6 (Processing of Personal Data on Customer's Behalf); Article 7 (Intellectual Property Rights), Article 8 (Disclaimer), Article 9 (Limitation of Liability), and this Article (as amended).

10.8 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Section will not, however, apply to Customer's payment obligations under this Agreement.

10.9 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

10.10 Entire Agreement. This Agreement and the Ordering Document(s) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior or contemporaneous agreements on that subject. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement or the G Suite TOS.

10.11 Amendment and Waiver. Any amendment must be in writing and expressly state that it is amending this Agreement. If Customer requires a purchase order in connection with its invoice, Customer's purchase order terms and conditions will not apply to or modify this Agreement. No change, waiver or discharge of any term of this Agreement will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

10.12 Counterparts; Electronic Signature. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic format, which taken together will constitute one instrument.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.