

CONFIDENTIAL COLU INFORMATION
STANDARD FORM

VERSION 160920 [San Mateo County – Execution Version]

COLU TECHNOLOGIES (US) INC.
SOFTWARE PLATFORM LICENSE AGREEMENT

This Software Platform License Agreement (“**Agreement**”) is entered into as of June 8, 2021 (the “**Effective Date**”), between **COLU TECHNOLOGIES (US) INC.**, a Delaware corporation (“**Colu**”), and the County of San Mateo, a political subdivision of the State of California (“**County**”) (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, Colu provides a government technology SaaS (Software as a Service) platform that enables municipalities and counties to increase civic and community engagement by disseminating desired content and acting as a communication channel between the local government agency and residents, as well as by rewarding residents for taking actions that promote certain strategic goals, as more fully described in this Agreement and in Exhibit A hereto (the “**Platform**”);

WHEREAS, the Platform includes a custom built local government agency branded mobile application for Users (as defined below) (“**User App**”), and an administrative tool for the local government agency to monitor the Program (as defined below) and county’s content for the User App;

WHEREAS, using the Platform, a local government agency can conduct a rewards program within the jurisdictional boundaries of the local government agency to increase civic and community engagement by rewarding Users with reward County Points, redeemable at Redeeming Merchants, for completing Qualifying Actions (the “**Program**”); and

WHEREAS, Colu is willing to provide to County the Platform, and County desires to receive the Platform on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

1.0 DEFINITIONS

The following capitalized terms, when used in this Agreement, unless expressly stated otherwise, shall have the meanings set forth in this Section 1.0.

“**Account**” means the account created by a User or Redeeming Merchant for purposes of participating in the Program.

“**Affiliate**” means as to a Party, any party which controls, is controlled by, or is under common control with such Party. For purposes of the foregoing definition, the term “control” (including with correlative meaning, the terms “controlling”, “controlled by”, and “under common control with”) as used with respect to any applicable Party, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Party, whether through ownership of equity, securities, or partnership

interest or by contract, or otherwise. Ownership of more than fifty percent (50%) of the securities or other ownership interests representing the equity, the voting stock or general partnership interest in an entity, or greater than fifty percent (50%) interest in the income of such corporation or other business entity shall, without limitation, be deemed to be control for purpose of this definition.

“**Applicable Law**” means any applicable statute, law, ordinance, regulation, supervisory guidance, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, any regulatory agency with jurisdiction over a Party hereto, or any arbitrator, court or tribunal of competent jurisdiction.

“**Campaign**” means a campaign, selected by the County and published through the App, that Users can join and which sets forth certain qualifying activities that Users can complete to earn County Points.

“**County Marks**” means County’s name and its trademarks, trade names, service marks, logos, color combination, insignia, or other marks and slogans and properties.

“**Colu Marks**” means Colu’s name and trademarks, trade names, service marks, logos, color combination, insignia, or other marks and slogans, and shall include any and all marks generated in connection to and associated with the use of the Platform at any time.

“**County Points**” means promotional value awarded to a User’s Account upon completion of Qualifying Actions that a User can exchange for goods and services at Redeeming Merchants which is limited in usage to the County’s territory. County and Colu will agree on a branding term that would be used to brand County Points.

“**Data**” means any data that County, Redeeming Merchants or Users input or provide while accessing or using the Platform, as well as any reports or numeric results, and any data received from third parties in connection with the Program.

“**Documentation**” shall mean information published by Colu in varying mediums which may include product information, operating instructions and performance specifications that Colu generally makes available to users of its products. Documentation does not include marketing materials or those materials that County herein may request from Colu.

“Improvement” means any enhancement, invention or discovery, which constitutes an improvement to the subject matter of the Platform or Intellectual Property Rights.

“Intellectual Property Rights” means any and all Patent Rights and any and all other registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Patent Rights” shall mean the rights and interests in and to issued patents and pending patent applications (including inventor’s certificates and utility models) in any country or jurisdiction, including all provisionals, substitutions, continuations, continuations-in-part, divisionals, supplementary protection certificates, renewals, all letters patent granted thereon, and all reissues, reexaminations, extensions, confirmations, revalidations, registrations, patents of addition thereof, PCTs and foreign counterparts, controlled by a Party.

“Promotional Materials” means all advertising, marketing, and promotional materials in any form or medium (including, by way of illustration and not limitation, print, digital, internet, radio, and television advertisements, direct mail, telemarketing scripts, publicity materials, and website materials) used to promote the Program, the User App or County’s participation.

“Qualifying Action” means an action or set of actions which completion is designated by the County in a Campaign as qualifying for awarding County Points to Users’ Accounts, in accordance with the User terms of use and the terms of a specific campaign for the allocation of rewards, as may be determined and published in the User App from time to time.

“Qualifying Purchase” means a Qualifying Action that involves the purchase of goods or services by a User from certain merchants in the County identified in a Campaign, through a Payment Card linked to the App, and in compliance with the terms and conditions of the Campaign and the Program.

“Redeeming Merchant” means a merchant or nonprofit organization located in the jurisdictional boundaries of the County (including within the jurisdictional boundaries of incorporated cities located within the County) that has agreed to participate in the Program and to accept, in accordance with the Merchant Participation Agreement, a portion of the consideration for the promotional value of goods or services, or in the case of a nonprofit organization, as a contribution (if applicable), represented by County Points, redeemed from a User’s Account using the Application.

“User” means an eligible individual who has created an Account to participate in the Program.

2.0 LICENSE GRANT; USE OF PLATFORM; LIMITATIONS AND RESTRICTIONS

2.1 License to the Platform. Subject to the terms and conditions of this Agreement, Colu hereby grants County a non-exclusive, non-transferable, non-sublicensable license to use the Platform, including the software applications used by Colu to provide the Platform (the **“Software”**), solely for purposes in accordance with this Agreement, on behalf of County, Redeeming Merchants and Users.

2.2 License to Colu and County Marks.

(a) Subject to the terms and conditions of this Agreement, Colu hereby grants to County a non-exclusive, non-transferable, and non-sublicensable license within the County during the Term to use the Colu Marks set forth in Exhibit C solely on or in connection with (i) Promotional Materials and (ii) publicizing, promoting, and advertising, through any form or medium, County’s involvement in the Program and the Platform (**“Colu Identification”**). On expiration or earlier termination of this Agreement, County shall promptly discontinue the display or use of any Colu Marks and Colu Identification and its rights under this Section 2.2(a) shall cease immediately. Other than the express licenses granted by this Section, Colu grants no right or license to County, by implication, estoppel, or otherwise, to any Intellectual Property Rights of Colu or its affiliates. Notwithstanding the foregoing, County shall at no time be obligated to retrieve any materials (including Promotional Materials) bearing Colu Marks or Colu Identification (or cause such materials to be destroyed) in the possession of third parties, or to take-down such materials that were posted or distributed through the Platform or social or digital media prior to the expiration or earlier termination of this Agreement.

(b) Subject to receipt of the prior written consent of the County, Colu may use County Marks solely on or in connection with (i) Promotional Materials and (ii) publicizing, promoting, and advertising, through any form or medium, County’s involvement in the Program or with the Platform in general (**“County Identification”**). Other than the express licenses granted by this Section, County grants no right or license to Colu, by implication, estoppel, or otherwise, to any Intellectual Property Rights of County or its affiliates. Notwithstanding the foregoing, Colu shall at no time be obligated to retrieve any materials (including Promotional Materials) bearing County Marks or County Identification (or cause such materials to be destroyed) in the possession of third parties, or to take-down such materials that were posted or distributed through the Platform or social or digital media prior to the expiration or earlier termination of this Agreement.

2.3 Retention of Rights. Other than the permission granted in Sections 2.1 and 2.2 above, County obtains no rights,

title or other interests in or to the Software or Platform, including any Intellectual Property Rights or other proprietary rights relating to the Software or the Platform. All right, title and interest in and to the Software and the Platform (and any improvement, enhancement, addition, derivative work, upgrade and/or update thereof, made, created, conceived, discovered or reduced to practice at any time, by Colu alone or jointly with any others, including if made in connection with this Agreement and/or any feedback, input or request by the County), as well as all Intellectual Property Rights embodied, incorporated, contained in or related to the Software and/or the Platform, in whole and in part, are and shall remain the sole and exclusive property of Colu or its parent company.

2.4 Restrictions on Use. County shall not use, and shall not permit any third party to use, the Software or the Platform, or any copyright, trade secret, trademark, service mark, or other proprietary rights relating to the Software or the Platform, in whole or in part, except as expressly permitted in this Agreement. If County currently has or in the future obtains possession of or access to Colu's software, algorithmic codes, etc., County shall not (i) reverse engineer, decompile, disassemble, re-engineer or otherwise attempt to discover the source code or the structural framework of any Colu technology or other systems, networks or software of Colu or any other Colu Party (collectively, "**Colu Property**"), or assist others to attempt to do so; (ii) create derivative works based on any Colu Property; (iii) except as expressly permitted under this Agreement, use, reproduce, copy, modify, adapt or transmit the Software or any component thereof; or transfer, assign, sell, rent, lease, license, distribute, commercially exploit, or otherwise make available to any third party, the Platform or any other Colu Property; (iv) remove or deface any notice of confidentiality, trademark or other indicia of ownership that may be contained in any Colu technology or displayed via the Platform; (v) alter, remove or cover the proprietary rights notice in or on the software and related storage media; (vi) infringe or otherwise violate the copyright, patent, or other proprietary right of Colu or any other Colu Party; or (vii) transmit via the Platform any material containing or embodying any virus, worm, Trojan horse or other contaminating, destructive or harmful computer code or other feature.

2.5 Colu and County Services. Colu shall provide to County the services assigned to Colu in Exhibit A hereto. County shall provide to Colu the services assigned to County in Exhibit B hereto.

2.6 Compliance with and Use of Colu Documentation and Policies. County agrees to enter into and to comply with the Users Terms of Use, which are applicable to Users' use of the Platform and will be available in the App (the "**User TOUs**") substantially similar in form as attached to this Agreement as Exhibit D. Each Party will comply with all Applicable Laws concerning personal information and will use reasonable security measures to safeguard any personal information it receives from Colu under the Agreement. County further agrees to comply with Colu's Privacy Policy and with the obligations

imposed on Colu in Colu's Privacy Policy, which will be available in the App (the "**Colu Privacy Policy**"). The current version of the Colu Privacy Policy is attached to this Agreement as Exhibit E and is subject to change by Colu on 14 days' prior notice to County in order to bring the Colu Privacy Policy into compliance with applicable law. County agrees to engage Redeeming Merchants by signing them onto the form of Merchant Participation Agreement attached to this Agreement as Exhibit F, or substantially similar form. Each party may initiate changes to the Users TOUs and form of Merchant Participation Agreement subject to the other Party's consent which will not be unreasonably withheld, and County shall take the necessary actions in order to amend accordingly the Merchant Participation Agreements or the User TOUs, as applicable. It is hereby clarified that Colu does not provide County with legal advice or other legal services on any matter under this Agreement, including with respect to the User TOUs and the Merchant Participation Agreement and any aspect thereof.

2.7 County Access to the Platform. County shall implement and maintain adequate equipment and systems necessary to enable County to use the Platform.

2.8 Data.

(a) As between the Parties, Colu is and will remain the sole and exclusive owner of all right, title and interest in and to all of Data collected or generated through the Platform (including, for the avoidance of doubt, all User's Data or data received sent to or from a third-party financial account information service provider in connection with the administration of the Program), including all Intellectual Property Rights relating to such Data, subject only to the rights to County below in Sections 2.8(b) and 2.8(c) and Colu, including its employees, officers, control persons, partners, members, directors, successors, assigns, contractors, agents, or consultants, shall comply with all Applicable Laws with respect to protection of the Data, except as specifically authorized by the User. Colu shall not sell or further distribute User Data in any manner or form. Colu is not granting County any right, license or authorization with respect to any of the Data except as specifically provided below in Section 2.8(b).

(b) Colu hereby grants County permission during the Term to use Data as necessary to perform its obligations under the Program and under this Agreement. County shall treat such Data as Confidential Information, as defined in Section 5.1 below, and shall comply with all Applicable Laws. County shall not: (a) sell the Data; (b) retain, use, or disclose the Data for any purpose other than for performing its obligations under the Program and under this Agreement. County certifies that it understands these restrictions and will comply with them.

However, it is hereby clarified that neither County nor Colu will have access or permission to use Data provided to Colu by a third-party financial account information service provider for the purpose of identifying Qualifying Purchases through payment cards that Users may choose to link to the User App.

During the Term, Colu will provide the County with access to aggregated and anonymized information concerning Qualifying Purchases.

(c) Each party shall remain the sole and exclusive owner of all right, title or interest in the content it creates for dissemination to Users through the Platform, including all Intellectual Property Rights relating to such content, and each Party hereby grants permission to the other Party during the Term to use the content generated by the other Party.

(d) Subject to the other terms of this Agreement, Colu (or its parent company) is and will remain the sole and exclusive owner of all right, title and interest in the Platform, including all Improvements thereto, and all Intellectual Property Rights relating thereto. Colu (or its parent company) shall have exclusive rights to procure and use any domain name or trademark to be used with and/or associated with the Platform and shall at all times retain all intellectual property and other legal rights relating to any such domain name or trademark.

(e) In the event of a data breach or data loss impacting County data or relevant customer information, Colu shall notify County within five (5) business days of discovery of said breach or loss.

(f) In the event of conflict between Section 2.8 of this Agreement and the Privacy Policy, Section 2.8 of this Agreement shall control.

2.9 Promotion and Promotional Materials. During the Term, County may develop, create, and disseminate Promotional Materials as it determines appropriate to promote the Program. Any Promotional Materials shall be subject to Colu's prior written approval, which may not be unreasonably withheld, conditioned or delayed. Colu may also develop, create, and disseminate Promotional Materials to promote the Program, provided that such Promotional Materials developed by Colu and intended to be broadly distributed to promote the County's participation in the Program shall not be distributed at large scale unless approved by County, with such approval not to be unreasonably delayed or withheld. Each Party shall own the Promotional Materials that such Party creates or develops under this Agreement, subject to the license grants above regarding the use of the Colu Marks or County Marks and Colu Identification or County Identification, as applicable. County shall at its sole expense, be responsible for marketing, advertising, and promoting the Program and its involvement with the Platform in general.

3.0 FEES & PAYMENTS

3.1 Fees. County shall pay Colu the license fees and any other fees as described in the Order Form attached as Exhibit G (the "**Order Form**").

3.2 Payment. This Agreement is entered into in connection with the Parties' Order Form. The Order Form establishes the agreed pricing for the Term, as well as any special comments or conditions relating to the order. Payments, including any fees, shall be made according to the terms of the Order Form. All payments due hereunder shall be paid to Colu in U.S. dollars not later than thirty (30) days following the date of the applicable invoice, unless otherwise set forth on the cover page hereto. County's obligation to pay license fees is absolute and unconditional. All license payments (as opposed to payments for development, testing, launch, and marketing of the County-specific User App described on Exhibit A) are non-refundable, except in the event of, and to the extent of a material breach of the Agreement. County shall pay Colu interest on past-due amounts payable under this Agreement at a rate equal to one percent (1%) for each month or portion thereof that payment remains delinquent. All fees are accountable and payable in U.S. Dollars.

4.0 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Parties. Each Party represents and warrants that:

(a) it is authorized to enter into and fully perform such Party's obligations under this Agreement; and

(b) its execution of this Agreement shall not create a breach of any agreement with any third party.

4.2 Representations and Warranties of Each Party.

(a) Colu represents and warrants that:

(i) the Platform and Software will perform in all material respects the functions described in the Documentation when operated in accordance with the Documentation;

(ii) to its knowledge, its systems and Platform are free of any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data processed thereby; or (b) prevent County from accessing or using the Platform or Colu's systems as intended by this Agreement, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device; and

(iii) it has implemented and will maintain a data security program that contains administrative, technical, and physical safeguards to secure and protect the confidentiality of its network and of all information from County residents that the County provides to Colu pursuant to this Agreement and that complies with all Applicable Laws.

(b) County represents and warrants that:

(i) it has sufficient legal rights to all the content that it provides to Colu and/or disseminates to the public under this Agreement, and that Colu shall not be liable for any materials received from or disseminated by County;

(ii) it has sufficient legal rights to solicit and obtain information from County residents (including but not limited to personal information), and to provide such information to Colu, to the extent that such solicitation and provision of information to Colu should occur under this Agreement, and Colu shall not be liable for any such information received from County, provided that Colu takes commercially reasonable measures and precautions to safeguard its data in accordance with Applicable Law;

(iii) it will comply with all Applicable Law in connection with its utilization of the Platform and the Colu Services as described in Exhibit A, including in connection with the administration of the Program.

(iv) it will provide "up time" and "down time" performance reports to County upon request.

4.3 **DISCLAIMERS.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COLU DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE PLATFORM OR THE SOFTWARE, THEIR PERFORMANCE, AND THE RESULTS OBTAINED BY THEIR USE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COUNTY EXPRESSLY ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN, ANY PLATFORM OR SOFTWARE PROVIDED BY COLU IS PROVIDED ON AN "AS IS" BASIS AND THAT COLU DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE PLATFORM OR THE SOFTWARE OR ANY RESULTS OBTAINED BY THEIR USE.

Colu expressly disclaims responsibility and/or liability for availability, quality, accuracy, or usefulness of data or information provided by any third party, where such data or information is used or relied upon for the administration of the Program, nor is Colu responsible or liable for any actions taken in reliance on such data or information. To the extent that Colu relies on a subcontractor for any component of the Program, Colu shall remain liable for the performance of such subcontractors. For the avoidance of doubt, Tipalti shall not be deemed a subcontractor.

5.0 CONFIDENTIALITY

5.1 Confidentiality. Colu and County each acknowledges and agrees that certain information relating to the other Party's

business as it pertains to the relationship contemplated hereunder, including, without limitation, the Software (and its libraries, underlying source code, systems architecture features, documentation, algorithm behavior and concepts), is confidential and proprietary information ("**Confidential Information**"). Each Party agrees that it shall maintain the Confidential Information of the other Party, that that other Party has identified, in writing, as Confidential Information, in strict confidence and shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own Confidential Information, during the term of this Agreement and thereafter, to prevent the disclosure of the Confidential Information, other than by Colu to its Affiliates and each of their employees, officers, control persons, partners, members, directors, successors, assigns, contractors, agents, clients or consultants (collectively, the "**Colu Parties**") or by County to its employees, officers, control persons, partners, members, directors, successors, assigns, contractors, agents, clients or consultants as needed for the performance of such Party's obligations or the exercise of such Party's rights hereunder. Each Party shall require any such Party to which it proposes to provide access to the Confidential Information to agree in advance, in writing, to substantially similar confidentiality obligations as required of the parties hereunder. Confidential Information shall not include such information that (i) is publicly known, or was known by the non-disclosing Party prior to its receipt from the disclosing Party; (ii) is independently developed by the non-disclosing Party without use or reference to the other Party's Confidential Information; (iii) is rightly obtained by the non-disclosing Party from a source other than the disclosing Party; (iv) has been or hereafter is rightfully received by or on behalf of the receiving Party from a third party without restriction on use or disclosure and without breach of any agreement or obligation or duty of confidentiality to the disclosing Party or any other person; or (v) is required to be disclosed by law (including, but not limited to, the California Public Records Act), regulation, or court order, or in an inquiry, investigation, proceeding, or other matter undertaken by governmental authority or regulatory body; provided, however, that the disclosing Party takes reasonable steps to promptly notify the other Party of such requirement to the extent practicable and if lawfully permitted to do so and discloses only that portion of the information that the disclosing Party reasonably determines is required to be disclosed. Each Party acknowledges that a breach of its obligations hereunder may cause irreparable damages to the other Party, the exact amount of which would be difficult to ascertain, and that the remedies at law for any such breach would be inadequate. Accordingly, if either Party breaches any of its obligations under this Section 5.1, the affected Party shall be entitled to seek injunctive relief without posting a bond or other security.

6.0 TERM AND TERMINATION

6.1 Term. The term of this Agreement, including any renewal provisions, is as set forth on the Order Form.

6.2 Termination Due to Material Breach. In the event of a material breach by either Party, the non-breaching Party shall send notification of such breach to the breaching Party by overnight commercial courier service. In the event that any incurable breach occurs, or any other breach is not cured within ten business days (10) days after the non-breaching Party sends notification, the non-breaching Party may terminate this Agreement by sending the breaching Party a notice of termination by overnight commercial courier service. Upon such termination, all obligations of both parties under this and any related agreements between the parties hereto become null and void, and County's permission to use the Platform and the Software for any purpose shall terminate. Material breach by County shall include but is not limited to a failure by County to make payments when due in full, or to abide by the provisions of Section 3.0 or 5.0. The non-breaching Party's right to terminate this Agreement for reason of material breach shall not be interpreted as limiting its right to other remedies as well, in the event that it is damaged by said breach.

6.3 Termination Due to Insolvency. Either Party may immediately terminate this Agreement upon written notice to the other Party if the other Party becomes insolvent, files a petition of bankruptcy, makes an assignment for the benefit of its creditors, or becomes the subject of proceedings under any law relating to bankruptcy or the relief of debtors.

6.4 Effect of Termination. Upon termination for a material breach, County's license and permission to use the Platform or the Software for any purpose terminates immediately. In the event of termination prior to the end of the Term for any reason other than termination by County pursuant to Section 6.2, County shall be immediately obligated to pay all amounts (i) due under this Agreement through the date of termination and (ii) to become due through the end of the then-current term (or, if fewer than ninety (90) days remain in the then-current term and neither Party has provided the other with notice of its intent not to renew this Agreement within the time frame required pursuant to Section 6.1, then through the end of the then-current term and the following Renewal Term). If this Agreement is terminated by either Party for any reason, each Party shall, at the request of the other Party, and to the extent reasonably practicable, promptly return to the other Party (or destroy and certify such destruction to the other Party in writing) all Confidential Information of the other Party (in the case of County including, without limitation, all copies of the Software, including partial copies, that it may have in its possession) that was provided under this Agreement; provided, however, that each Party may retain Confidential Information of the other as required by law or regulation or its reasonable document retention policies. Any retained Confidential Information of the other Party shall be subject to and maintained by the retaining Party in accordance with Section 5.1.

5 Survival. The terms and provisions of Sections 2.2(b), 2.3, 2.4, 2.8, 3.0 (to the extent of any accrued but unpaid fees), 5.0, 6.4, 6.5, 6.6, 7.0 and 9.0 and any right, obligation, or condition that,

by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive the expiration or termination of this Agreement.

7.0 INDEMNIFICATION; LIMITATIONS OF LIABILITY

7.1 Colu's Indemnification of County: Colu shall defend, indemnify and hold harmless County and its employees and agents from and against all actions, claims, liabilities, or expenses (including reasonable attorney's fees) resulting from or arising out of a third party claim that (a) the Platform or the Software infringes upon any patent, copyright, trademark or trade secret or (b) Colu, or any of its employees, officers, control persons, partners, members, directors, successors, assigns, contractors, agents, or consultants, used or disclosed Data or any information from Users in violation of Applicable Laws or breach of this Agreement, provided that Colu is given prompt notice of the action or claim, reasonable cooperation from County and the right to control and direct the investigation and defense thereof. Colu will not be liable for a claim of infringement based on (a) the combination or use of the Platform or the Software with any other services or software not provided, authorized, or approved by Colu, if no violation of third-party rights would have occurred without such combination; or (b) the use of the Platform or the Software in any manner other than described per the terms of this Agreement or as intended or instructed by Colu.

7.2 Infringement Mitigation by Colu. In addition to, and not in lieu of, Colu's indemnity obligations,

(a) if Colu receives or otherwise learns of any written threat, warning, or notice alleging that all, or any component or feature, of the Platform violates a third party's rights, Colu shall notify County of such fact in writing.

(b) If any of the Platform or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Platform or any component thereof is threatened to be enjoined, or in Colu's opinion, is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Colu shall, at Colu's sole election, cost and expense:

(i) procure for County the right to continue to access and use the Platform to the full extent contemplated by this Agreement;

(ii) modify or replace all components, features, and operations of the Platform that infringe or are alleged to infringe to make the Platform non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Platform and be subject to the terms and conditions of this Agreement; or

(iii) refund to County any prepaid fees for Platform in the Term that have not been provided.

(c) The remedies set forth in this Section 7 state Colu's sole liability to County in connection with any claims that the Platform or the Software infringes upon any proprietary right of any third party.

7.3 Indemnification Procedures. The Party seeking indemnification shall promptly notify the indemnifying Party in writing of any action for which it seeks indemnification pursuant and cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such action and shall employ counsel to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnifying Party shall not settle any action on any terms or in any manner that adversely affects the rights of the other Party or any indemnitee hereunder without the other Party's prior written consent, which shall not be unreasonably withheld or delayed. The other Party and any indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. A Party's failure to perform any obligations under this Section will not relieve the indemnifying Party of its obligations except to the extent that it can demonstrate it has been materially prejudiced as a result of such failure.

7.4 Limitations of Liability.

IN NO EVENT SHALL COLU OR ANY OF ITS EMPLOYEES, OFFICERS, CONTROL PERSONS, PARTNERS, MEMBERS, DIRECTORS, SUCCESSORS, ASSIGNS, CONTRACTORS, AGENTS, OR CONSULTANTS BE LIABLE TO COUNTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOST DATA) ARISING OUT OF THIS AGREEMENT OR THE USE OF THE PLATFORM OR THE SOFTWARE, REGARDLESS OF WHETHER ANY SUCH PARTY HAS BEEN ADVISED OF OR MIGHT OTHERWISE HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COLU OR ANY OF ITS EMPLOYEES, OFFICERS, CONTROL PERSONS, PARTNERS, MEMBERS, DIRECTORS, SUCCESSORS, ASSIGNS, CONTRACTORS, AGENTS, OR CONSULTANTS'S IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID TO COLU BY CLIENT WITHIN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM FIRST AROSE. THIS SECTION SHALL NOT APPLY TO CLAIMS FOR DAMAGES FOR BREACH OF ANY CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT; FOR COLU'S WILLFUL MISCONDUCT, OR FRAUD.

8.0 MAINTENANCE & SUPPORT

8.1 Maintenance and Support Services. So long as County has paid all amounts due to Colu under this Agreement on a timely basis, Colu will provide County, free of any additional charge, with the maintenance and support services, as described in Exhibit H herein.

8.2 EXCLUSIONS. COLU DOES NOT WARRANT MAINTENANCE OR SUPPORT PLATFORM RESULTS OR THAT ALL PLATFORM AND SOFTWARE PROBLEMS WILL BE CORRECTED OR THAT THE PLATFORM AND THE SOFTWARE WILL BE ERROR FREE BEYOND A 95% UPTIME (FOLLOWING THE INITIAL SETUP AND IMPLEMENTATION AND NOT INCLUDING SCHEDULED MAINTENANCE). COLU'S SOLE OBLIGATION WILL BE TO PROVIDE TIMELY AND GOOD FAITH EFFORTS TO CORRECT PROBLEMS COVERED UNDER SECTION 8.1 ABOVE AS FURTHER DEFINED IN EXHIBIT H. Colu's failure to correct any defect will not entitle County to delay or withhold payment as specified in Section 4.0.

9.0 GENERAL

9.1 Governing Law and Venue. This Agreement is governed by the laws of the State of California, without giving effect to principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the federal courts sitting in the Northern District of California. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the federal courts sitting in the Northern District of California. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

9.3 Entire Agreement; Waiver. This Agreement constitutes the entire agreement between County and Colu pertaining to use of the Platform and the Software and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter hereof. No amendment or waiver of any term of this Agreement will be binding unless executed in writing by the parties.

9.4 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party under this Agreement), when and to the extent the failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control (which events may include natural disasters, embargoes, explosions, riots, wars or acts of invasion or terrorism, requirements of Law, national or regional emergency, strikes, labor stoppages, or slowdowns or shortage of adequate power or transportation) (each, a "Force Majeure Event"). A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. The Impacted Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement.

9.5 Assignment. Neither of the parties may assign or transfer this Agreement without the express written consent of the other Party; provided, however, that either Party may assign this Agreement without such consent in connection with a sale or other disposition of all or substantially all of such Party's assets, where the surviving or transferee entity assumes all of the transferring Party's obligations hereunder.

9.6 Relationship of the Parties. The Parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between County and Colu. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party. Each Party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction, and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under this

Agreement will be accomplished. Except as provided otherwise in this Agreement, County has the sole discretion to determine County's methods of operation.

9.7 No Third Party Beneficiaries. Except as expressly provided in this Agreement, this Agreement is solely for the benefit of the parties hereto, and is not intended to, and shall not, inure to the benefit of, or confer any other rights or remedies upon, any other person or entity, including, without limitation, any client or customer of County.

9.8 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other Party at its address specified on the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested and postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the notice has complied with the requirements of this Section.

9.9 Severability; Headings. In the event that any provision of this Agreement is declared invalid, unenforceable, or void by under Applicable Law, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of Applicable Law. It is the express intention of the parties that all other provisions not declared invalid, unenforceable, or void shall remain in full force and effect. Headings are for reference purposes only.

9.10 Counterparts. This Agreement and any Exhibits or Schedules hereunder may be executed by electronic signature, facsimile and in any number of counterparts, each of which is deemed an original but all of which together constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers as of the Effective Date.

COLU TECHNOLOGIES (US) INC.

SAN MATEO COUNTY

Signature: _____



Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Description of the Platform

The Platform is a technological infrastructure that is designed to benefit residents, small businesses and the County by providing users with County content and rewarding users for engaging in behaviors that support local businesses in the County.

The Platform includes a County branded mobile App for Users and a County Administrative Tool which are supported by Colu's back office systems and hosting services (AWS Cloud) and, subject to further agreement by the Parties, may include additional components (such as website hosted on a Colu domain).

The User App can serve to allow a User to monitor the status of the User Account and initiate the redemption of County Points. In addition, the User App may have the capability to allow Users to link their payment cards, in order to provide access to information in User's payment card accounts, through a third party service provider, in order to track purchases that may be qualifying for rewards under the Program. Despite Colu's reasonable efforts, the process of identifying qualifying purchases may be subject to errors and consequently users' accounts may not be correctly rewarded automatically. Users should be directed to contact customer support services if they suspect such errors, for further investigation and resolution. The User App can also be used to disseminate information and content to Users and to enable data gathering of User's usage of the App.

The County Administrative Tool can serve to view information and monitor the Program. In addition, the County Administrative tool may include capabilities to create and publish campaigns for distribution of rewards in the User App, and to onboard Redeeming Merchants to the Platform. In addition, it may include capabilities to create, edit, and publish content for dissemination in the User App. If the above capabilities are not available during the Term, Colu shall perform the required actions for County.

The Platform is provided as-is on the Commencement Date; Colu reserves the right to update and modify the Platform and its functionalities. If County wishes for Colu to develop and/or implement modifications to the Platform and its functionalities, Colu may agree to do so, subject to additional fee as an additional paid service.

Description of Colu Services

Starter Package - Initial Branding and Design Services

Colu shall create initial branding, including logo, for the User App and the Program, and provide basic design templates for elements of the User App. For the avoidance of doubt, Colu shall retain all Intellectual Property in relation to such branding and design.

Merchant Onboarding Operations

For the first five (5) months from the Commencement Date, or until another date agreed upon by the Parties in writing ("the Initial Period"), Colu shall spearhead the strategy and operations of onboarding Redeeming Merchants to the Platform, including connecting with merchants, as identified by the County or Colu and mutually agreed upon by the County and Colu, for the purpose of providing them with the Merchant Participation Agreement for signature, as well as collecting information or documents from Merchants that County requires for their participation in the Program as redeeming merchants ("Merchant Onboarding Operations"). For the avoidance of doubt, it is clarified that it is County's responsibility to outreach to merchants to be onboarded, e.g., through merchant organizations or any other actions it deems appropriate.

Following the Trial Period, Colu will provide the County with technical support services in connection with the management of Redeeming Merchants on the User App (adding and removing the redemption functionality per County's instructions), and consult County on Merchant Onboarding Operations matters.

Provision of Customer Support Services on behalf of the County, for Users and Redeeming Merchants on the Platform

Colu shall receive, answer, and work to resolve User and Merchant questions regarding the Platform and the administration of the Program. Colu will direct questions and issues, where it deems it appropriate to the County for resolution or guidance.

For the avoidance of doubt, Colu shall not have such responsibility for any inquiries or claims regarding any goods or services sold or provided by Merchant and amounts charged therefor.

In connection with this service, Colu will act as County's agent and thereby shall have the rights to add or subtract County Points from User and Redeeming Merchant Accounts where appropriate, and to suspend User or Redeeming Merchants accounts as an interim measure, where Colu deems it advisable, until County makes a determination if it wishes to terminate its relationship with User/Redeeming Merchant.

Reports and provision of information on behalf of County

Colu shall provide Redeeming Merchants with information and reports on behalf of the County, in accordance with the Merchant Participation Agreement.

Facilitation of Payments to Redeeming Merchants

- (1) At County's election, Colu shall assist County to engage a third-party payment service provider ("the Payment Service Provider") for the purpose of distributing payments to Redeeming Merchants, where County will open a payments account, and Colu will be granted certain administration rights in that account, provided that County shall have the authorization to initiate payments instructions to the third-party and any such payment instructions will require its approval;
- (2) Unless the Parties agree otherwise, the Payment Service Provider will be Tipalti Inc. County shall contract with Tipalti for the purpose of distributing payments to Redeeming Merchants (the "Tipalti Agreement"), and open an account with Tipalti for that purpose (the "County Tipalti Account"). County hereby authorizes Colu to have access to and perform actions in County's Tipalti account on behalf of County, including the provision of information to County and Tipalti concerning Redeeming Merchants and payments due to them, as generated by the Platform, provided, however, that any payment instruction for Tipalti to execute shall be authorized in advance and in writing by County and subject to County's approval. For ease of reference, any mentioning in this chapter of Tipalti, the Tipalti Agreement and County Tipalti Account shall also apply to any other Payment Service Provider that County engages with Colu's assistance, County's agreement with that Payment Service Provider and County's account with that Payment Service Provider, respectively,
- (3) County covenants and agrees with Colu that (i) County shall comply with the Tipalti Agreement, and will not breach any obligation, representation or warranty provided there on behalf of County; (ii) County shall comply with any applicable law concerning the Tipalti Agreement, and with any law applicable to the any service provided to County under that agreement; (iii) County will make commercially reasonable efforts to ensure that usage of Tipalti's services from the access code provided by Tipalti is in compliance with the Tipalti Agreement and any applicable law; and (iv) County shall provide Tipalti correct and complete payment instructions and correct and complete information concerning Redeeming Merchants, in connection with its use of the Tipalti services.
- (4) Upon expiration or termination of this Agreement, or, if renewed, upon expiration or termination of the Renewed Agreement, County shall terminate its Agreement with Tipalti, and shall refrain from using Tipalti's services until the Tipalti Agreement is terminated.
- (5) County acknowledges that it may be required to go through anti-financial crime processes, including any Know Your Customer processes, to allow for the transfer of funds and the distribution of payments to Redeeming Merchants, and it agrees to provide all necessary information and documents requested in such processes.
- (6) County further acknowledges and agrees that it is County's sole responsibility to provide the funds for distribution to Merchants.

Content

For the Trial Period, Colu shall provide County with Services of development, design, upload, edit and removal of content for campaigns and other potential stories in the User App, and spearhead efforts on this issue.

County Account Management

Colu shall assign a dedicated point of contact for the County to communicate with ("Account Manager"). The Account Manager's role will be to receive, answer and resolve questions from the County and advise on the operations for the Platform. The Account Manager will act as the point of contact between the County and Colu, all communications between the County and Colu shall be initiated with

the Account Manager. During the Initial Period, Colu shall work closely with County on planning and coordinating the launch of the County App and County's initial marketing efforts.

Other Services

Any other services as may be agreed by the Parties from time to time, provided that any service for additional fee shall be subject to an agreement in writing, prior to the commencement of such Service.

For the avoidance of doubt, modification and addition of features to the User App, which are not provided by Colu as part of its regular Platform updates, shall be provided if and as agreed upon by the Parties, and may be subject to additional fees.

Exhibit B

Description of County Services

In addition to the services that County agrees to provide in the body of the Agreement, County agrees to the following:

County acknowledges that it is County's responsibility to undertake all necessary efforts in connection with the Program and any other desired use-cases of the Platform, including but not limited to marketing and promotional effort and the onboarding of Redeeming Merchants, in order for the Platform and the Program to fulfill County's goals and objectives.

To the extent that County wishes to conduct reward allocation campaigns through the User App, County shall, at its sole expense, be responsible for (i) selecting and implementing Qualifying Actions and defining the terms for reward campaigns, subject to Colu's approval with respect to technical suitability to the Platform; (ii) awarding Users with promotional value to exchange for Redeeming Merchants' goods and services, in the form of County Points, upon completion of Qualifying Actions, in accordance with the Users' Terms of Use; (iii) Providing funds for distribution as payments to Redeeming Merchants, in accordance with the Merchant Participation Agreement; (iv) ensuring that the Program and the manner in which it is conducted conforms with all Applicable Laws; and (v) any other actions in connection with the administration and operation of the Platform, which Colu did not explicitly commit to provide as a service to the County under this Agreement.

For the avoidance of doubt, it is County's responsibility to fund rewards awarded through the Program (including through securing funding from third-party resources, if County so desires), to the extent it wishes to define, initiate and conduct reward allocation campaigns.

It is the County's responsibility to create and publish content, at its own expense, for dissemination in the User's App, either in connection with a rewards campaign or independently standing.

County agrees to provide Colu with all necessary permissions, information, documents and materials required for Colu to perform its obligations under this Agreement, and such obligations are conditioned upon County's full and timely responses to Colu's requests. This includes, but is not limited to, cooperating with Colu on the resolution of all Customer Support questions and issues referred to the County.

The Parties will: (i) conduct business in a manner that reflects favorably at all times on the other Party's products and services and on the good name, good will and reputation of the other Party; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to the other Party, its products or services or the public; (iii) make no false or misleading representations with regard to the other Party or its products or services; (iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to the other Party or its products or services; and (v) make no representations, warranties or guarantees to users, merchants or the public with respect to the specifications, features or capabilities of the products or services that are inconsistent with the literature distributed by Colu or with this Agreement.

Exhibit C

Colu Marks

Colu
Colu Technologies

Exhibit D

Users TOUs

Exhibit D

County of San Mateo - Member Terms of Use

The Terms of Use (“Terms”) stipulated herein constitute a legally binding agreement between the County of San Mateo a political subdivision of the State of California (“County”) and users of the County User Application (“User App” or “App”) regarding the usage of the App and any services provided by County through the App, including the county reward program, as set forth in these terms, pursuant to which the County will reward Users with County Points, redeemable at merchants and nonprofit organizations located within the Territory that have agreed to participate in a county rewards program (“Redeeming Merchants”), for taking Qualifying Actions (“Program”). The User App and the Program are intended to help the County to engage with users, promote community goals, encourage local spending, and support local businesses, with the overall goal of making the County more vibrant and connected. This is accomplished, *inter alia*, by awarding County Points and facilitating their redemption pursuant to the terms indicated below.

1. Definitions

- a. “Account” has the meaning set forth in Section 2(c)(i).
- b. “App” and “User App” have the meaning set forth in Section 2(b).
- c. “County Points” means promotional value awarded to a User’s Account upon completion of Qualifying Actions by joining a Reward Offer and completing qualifying activities that a User can exchange for goods and services at Redeeming Merchants. The redemption value of each County Point equals One U.S. Dollar (\$1.00).
- d. “Reward Offer” means a reward offer selected by the County and published through the App, that Users can join and which sets forth the terms for Users to be rewarded with County Points, including identifying certain qualifying activities that Users can complete to earn County Points, including Qualifying Purchases.
- e. “County” has the meaning set forth in the preamble.
- f. “Colu” has the meaning set forth in Section 2(a).
- g. “Non-Redeeming Merchant” means a merchant within the Territory that is not a Redeeming Merchant.
- h. “Payment Card” has the meaning set forth in Section 3(c)(1).
- i. “Platform” has the meaning set forth in Section 2(b).
- j. “Program” has the meaning set forth in the preamble.

- k. “Qualifying Actions” means an action or set of actions the completion of which is designated by the County in a Reward Offer as qualifying for awarding County Points to Users’ Accounts, in accordance with this Agreement and the terms of a specific Reward Offer for the allocation of rewards, including Qualifying Purchases.
- l. “Qualifying Purchase” means the purchase of goods or services by a User from certain merchants in the Territory, identified in a Reward Offer, through a Payment Card linked to the App, and in compliance with the terms and conditions of the Reward Offer and these Terms.
- m. “Redeeming Merchants” has the meaning set forth in the preamble.
- n. “Terms” has the meaning set forth in the preamble.
- o. “Territory” means the jurisdictional boundaries of San Mateo County, California.
- p. “User Information” has the meaning set forth in Section 2(c)(i)

2. General Terms

- a. The County has engaged Colu Technologies (US) Inc., a Delaware corporation (“Colu”) to provide certain services in connection with a government technology SaaS (Software as a Service) platform that enables municipalities and counties to increase civic engagement and community engagement, inter alia, by rewarding residents for taking actions that promote certain strategic goals (“Platform”).
- b. The Platform includes a County branded mobile application for Users to participate in the Program (“App” or “User App”).
- c. Opt-In Provisions:
 - i. Users opt-in to the Program by (A) downloading the App and (B) signing in to the App and creating a User account (“Account”) by providing the User’s full name, phone number, email address, and other information, including, by way of illustration and not limitation, such information that the County may from time to time deem necessary to prevent fraud (“User Information”).
 - ii. There is no cost to participate.
 - iii. Users must accept and agree to these Terms by signing into the App and clicking the appropriate buttons when prompted to do so. User’s usage of the App, including participation in the Program is subject to the App Terms of Service.

- iv. Users must maintain the Account in good standing. Users represent and warrant that all User Information required from time to time is truthful, accurate, current, and complete. Users agree not to misrepresent any identity or User Information. Users must promptly notify the County of any changes to User Information by updating the User Account within the App, or by contacting -. XYZ@AAA.COM
 - v. Colu's Privacy Policy governs the collection, use, storage, and disclosure of User Information. Colu's Privacy Policy can be found at <https://colu.com/colu-privacy-policy>.
 - vi. Users must be 18 years or older to participate.
 - vii. Only one Account may be created per phone number, and each individual person may have only one (1) Account.
 - viii. You may only access and use the App for your own personal, non-commercial use.
- d. You understand and agree that we may change these Terms at any time without prior notice. You may read a current, effective copy of these Terms at any time on the User App, under the tab About/Terms and Conditions. Revised Terms will become effective immediately at the time of posting. We will try to inform you when there are substantial updates to the Terms, e.g., by email to the address you provided us such at the time of login or through an e-mail communication, but we shall have no obligation to do so. Any use of the App or the earning of points after such posting of the revised Terms shall constitute your acceptance of such updated Terms. If any change to these Terms is not acceptable to you, your sole remedy is to stop your participation in the Program (e.g., cease accessing the earning or redeeming points), or otherwise using the App. Notwithstanding the foregoing, the Terms will not be amended to add a participation fee without the prior notification to.
- e. Each User is responsible for creating a secure Account and for maintaining the security of that account. If the security of account information is breached by a User or other third party, County is not liable for improper access to the Account, or for changes to an Account by another User or third party. County is not responsible in such circumstances for reinstatement of lost County Points or for any damages or losses sustained by a User as a result of such unauthorized access. If you become aware of any fraudulent or unauthorized activity on your Account, you must report the fraudulent or unauthorized activity to County in writing and provide relevant information and cooperation to County in connection with such activity.
- f. In addition to your other representations and warranties in these Terms, you represent and warrant that you will not access or use the App or participate in the Program to engage in any illegal, fraudulent, or other illicit activity. County

reserves the right, in its sole discretion, to remove awarded County Points, as well as prevent from enrolling in, suspend, and/or remove from the Program, any User for any reason, including any County Points awarded in error, or in the event of any suspected fraud, abuse, or misuse in connection with this Program.

3. Rewards

- a. Earning County Points. County Points are earned by a User through joining a Reward Offer and performing the Qualifying Actions as defined in the Reward Offer and in accordance with the Reward Offer terms and the Terms of Use. Users may not transfer County Points to any other User.
- b. Qualifying Actions: Reward Offers may appear on the App from time to time, designating certain Qualifying Actions that would enable Users to earn County Points and the terms for participation in a specific Reward Offer. County may ask Users to complete certain activities to earn County Points. Examples include, by way of illustration and not limitation, the following: (i) earn X County Points when you make Y Qualifying Purchases with a Merchant, (2) make a Qualifying Purchase with a Merchant and receive X percent of the purchase price in County Points (calculated with each County Point valued at \$1), or (3) refer others to join the Program and receive X County Points. Reward Offers may be subject to individual rules, requirements, and/or conditions as specified in the App. Reward Offers may be time specific, having a predetermined termination date. Users are responsible for checking the App for Reward Offer rules, restrictions, and termination dates.
- c. Qualifying Purchases: Where a Reward Offer defines Qualifying Actions as including Qualifying Purchases, the following conditions and requirements apply in order to receive County Points for Qualifying Purchases:
 - i. Users must link at least one eligible debit or credit card ("Payment Card") to the Account. Please note that not all debit and credit cards are eligible to be linked to Accounts. All determinations as to card eligibility are at the sole discretion of County. In order to be eligible as a Payment Card, it must be issued by a U.S. financial institution. In addition, you may not be able to link a debit or credit card to your Account if the card is already linked to certain other third-party card-linked offer programs. Plaid Technologies, Inc. ("Plaid") is used in the App to gather users' data from financial institutions. By linking your Payment Card, you agree that Colu and Plaid may view transactions made by you through the Payment Card, and you agree that Plaid may act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You further agree to your personal and financial information being transferred, stored and processed by Plaid in accordance with the Plaid Privacy Policy found HERE, and by Colu in accordance with Colu's Privacy Policy found HERE.

- ii. County Points can only be earned for a Qualifying Purchase in a Reward Offer when the following conditions are satisfied: (i) a User makes a purchase at a Merchant that has been designated by County in the Reward Offer in the App, during any time period defined by the County in the Reward Offer, and in accordance with the Reward Offer terms; (ii) such purchase appears in the records of the Payment Card linked to such User's Account as provided to Colu by Plaid, a third party provider of payment account information; and (iii) such purchase is subject to the identification of the underlying transaction in the records and its verification by Colu, and (iv) such purchase is verified prior to a Reward Offer reaching any disclosed limit, expiration term or maximum participation level. Despite efforts made, the process of identifying qualifying purchases may be subject to errors and consequently users' accounts may not be correctly rewarded automatically. Please contact customer support services at [\[XX@YY.com\]](mailto:[XX@YY.com]) if you suspect such error, for further investigation. County reserves the right to require additional evidence from User to confirm the Qualifying Purchase. In the event sufficient evidence to support the Qualifying Purchase is not available or there is a good faith discrepancy regarding the eligibility of the Qualifying Purchase (e.g., multiple purchases made at same time), County Points may not be earned by the User for such purchase in the County's discretion.
- iii. The identity of merchants designated in a Reward Offer for Qualifying Purchases may change during the term of the Reward Offer. For a current list of designated merchants, check the Reward Offer in the App.
- iv. Tracking: Earned County Points will typically appear in a User's Account within ten (10) business days from the completion of Qualifying Actions as defined in a Reward Offer. Users will be able to track in the App the number of County Points earned and awarded to their Account, as well the number of County Points deducted from their Account through redemption.
- d. User Account Limit. No more than Two Thousand Dollars (\$2,000) worth of promotional value, in the form of County Points or otherwise, may be associated with the Account of any individual User on any given day. This means that the promotional value that remains in and has been redeemed from the Account at the end of one day, combined, may not exceed \$2,000. Thus, the User cannot make a transaction (individually or in the aggregate) of over 2,000 County Points a day, nor can they ever have more than 2,000 County Points in their Account at any given time. County reserves the right to set and revise Account limits, without prior notice.

4. Redemption

- a. Redeeming Merchants. Users can pay for goods and services, or make contributions, at Redeeming Merchants by using the App to access and redeem

the County Points they have in their Accounts. Users may do this at Redeeming Merchants by requesting that the Redeeming Merchant redeem the User's County Points and apply them toward all or part of the purchase price of any goods or services offered by the Redeeming Merchant, or as a contribution. Users shall determine the amount of promotional value, in the form of County Points, that will be redeemed by a Redeeming Merchant in connection with the purchase of the Redeeming Merchant's goods or services; provided, however, that a User may not redeem County Points in excess of the User Account Limit described above. County reserves the right to set and revise redemption limitations, without prior notice.

b. Refunds

- i. There will be no cash refunds and no redemption of County Points for cash.
- ii. Should a Qualifying Purchase transaction that resulted in County Points awarded to the User's Account be cancelled for any reason (e.g., based upon a return, charge back, dispute, or other refund request for a Qualifying Purchase for which the User has already received the County Points) the County Points balance in such User's Account may be reduced by the amount of the rewards received for the cancelled transaction. If the Account balance is insufficient to cover the cancellation amount, the Account will fall into a negative status and no new County Points will be credited until sufficient County Points are earned and awarded in the future to cover the negative County Points balance.
- iii. Except as expressly set forth in this Section 4(b)(iii), all redemptions of County Points are final and irrevocable. If a transaction that involved the redemption of County Points is rescinded due to a technical error of a User (including, by way of illustration and not limitation, the inclusion of the incorrect Redeeming Merchant as part of such transaction), then the County shall credit the appropriate User's Account with the number of County Points redeemed by the Redeeming Merchant in such rescinded transaction, provided that such error is reported to Colu within two (2) business days after such redemption. If a transaction that involved the redemption of County Points is rescinded for any other reason (including, by way of illustration and not limitation, by the return of purchased goods or the refund of the purchase price for services rendered), or if a User's technical error is not reported to Colu within the time period set forth in the preceding sentence, then the terms of such rescission shall be agreed, and any disputes relating thereto shall be resolved, by the User and the Redeeming Merchant, and neither the County nor Colu shall be responsible for crediting or debiting either the User's Account or the Merchant's Accounts in connection with such rescission.

5. Privacy

All information generated from the User in establishing an Account, participating in the Program and Reward Offers, making Qualified Purchases, using County Points and otherwise using the App is held and processed by Colu in accordance with the Colu Privacy Policy found HERE.

6. Information in the App and Third-Party Information, Services and Links

- a. The information presented through the App is made available solely for general information purposes. Neither County nor Colu warrant the accuracy, completeness, or usefulness of this information. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the App.
- b. The App may include content provided by third parties, or based on information published on third-party websites or content on social media and other publications. All statements and/or opinions expressed in such content are solely the opinions and the responsibility of such third parties. We are not responsible, or liable to you or any third party, for such content. For the avoidance of doubt, County and Colu do not endorse any of the merchants displayed in the App nor any messages and statements in with respect to such merchants in the App.
- c. The App contains links to third-party websites, applications, and services that are not owned or operated by County or Colu. Separate terms and conditions apply to Third-Party Services. You should read those terms and conditions carefully before accessing any Third-Party Services. Neither County nor Colu are responsible for the actions, content or services of such third parties.

7. Modification and Termination

- a. County reserves the right to change, suspend, or discontinue all or any part of the App or the Program at any time without prior notice or liability. This includes the right to modify, amend, cancel, delete, change or terminate the Program or any Terms of the Program in any manner at any time in County's sole discretion, including but not limited to terms applicable to eligibility for participation, County Point values, redemption values, rules for receiving or using County Points, or any other aspect of the Program. These modifications may affect County Points already received, including the opportunity to use such County Points or their redemption rate.
- b. An Account may be suspended or terminated at any time and at the sole discretion of the County. Upon termination for any reason and by any party, User Account balances are cancelled.
- c. Users may terminate their Accounts at any time by contacting XXX@YY.com. Accounts may *not* be terminated by Users if they are in a negative status. See 4(b)(ii) above. They must remain open until they have reached a zero (0) balance or until terminated by County or until the Program has ended, whichever is earlier.

8. Limitation of Liability

- a. County makes no guarantees, warranties, or representations of any kind concerning the App and services provided through the App, including the Program, except as expressly contained in these Terms. You release County and its officers, directors, elected officials, affiliates and agents, and Merchants from all liability regarding the earning, redemption, and use of County Points, including any rewards that, after receipt, may be lost, stolen, or destroyed. Merchants are independent contractors and are not agents or representatives of County. Redemption at a Redeeming Merchant may vary. County is not responsible for, and assumes no liability for, the actions or redemption responsibilities of a Redeeming Merchant. Nothing in the Program or in these Terms is intended to create any agency, partnership or joint venture between County and any Merchant. If any Merchant improperly denies any User any benefit they are entitled to under the Program, the liability of the Merchant, or of County is limited to the fair market value of the denied benefit as determined by County or Colu.
- b. COUNTY PROVIDES ANY AND ALL SERVICES THROUGH THE APP, INCLUDING THE PROGRAM "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIM ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS OR AVAILABILITY.
- c. You agree that County has not represented that (1) the Program will include any particular products or services, (2) that the Program and any other services provided through the App will not be interrupted, without omissions or error free, or (3) that defects will be corrected or changes implemented. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO COUNTY'S OWN NEGLIGENCE, WILL COUNTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PROGRAM, EVEN IF A REPRESENTATIVE OF COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In the event County is held liable for any act, error or omission related to the Program, your sole and exclusive remedy will be limited to reimbursement for services or products you paid for but did not receive under the Program, or the issuance of County Points under the Program as compensation, at County's election. You agree to waive any claim or action of any kind in any forum that is not commenced and served on County within two (2) years after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.

9. General Provisions

- a. Governing Law. The laws of the state of California and federal law govern these Terms and any aspect of your relationship with County under the Program. They govern without regard to any conflicts of laws principles that would cause the application of the substantive law of another jurisdiction.
- b. Invalidity. If any provision of these Terms is invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. The failure of County to exercise any of its rights under these Terms does not constitute a waiver of such rights in any other instance.

COLU'S ADDITIONAL TERMS AND CONDITIONS FOR USAGE OF THE APPLICATION

[To include additional terms as between Colu and User, such as license to use the App, restrictions on illicit uses, limitation of liability etc.].

Exhibit E

Colu Privacy Policy

Exhibit E
Colu Privacy Policy

Last Updated June 4, 2020

This Privacy Policy (the “Privacy Policy”) is provided by Colu Technologies (US) Inc. and parent company Colu Technologies Ltd. (Israel), which are referred within the policy collectively as “Colu”, “we”, “us” and/or “our”. It explains how we may collect, store, use, and disclose information when you access or use (1) our website located at www.Colu.com (the “Website”); (2) our mobile applications to which this Privacy Policy is posted (collectively, the “Application” or the “App”); and (3) any services, content, and features made available by us through the Website or the Application (together with the Website and the Application, the “Services”). By accessing or using the Services, you consent to our collection, storage, use, and disclosure of your information as described in this Privacy Policy. If you do not agree to every provision of this Privacy Policy, you may not access, sign up to or use the Services.

1. Introduction

Colu is providing municipalities and counties in the United States with services that are intended to increase civic engagement, promote County goals, encourage local spending, and support local businesses. This is done through Colu’s technological platform, which includes the Application. The Application is localized to each of the Counties that are engaging Colu (each of them will be referred to as “County”); County is providing you with its own services through the Application, including, e.g., a county reward program (the “Reward Program”).

In the course of providing our services to Counties, we collect, store, use and disclose certain types of information about users of the Application (“Users”). This information includes information that identifies you (“Personal Information”). Colu is committed to treating your Personal Information with respect and sensitivity. If you have any queries about this privacy policy or in relation to how we use your personal data, please contact us at Privacy@Colu.com. Please note that we may also collect, use and share/license aggregated data and other types of anonymized data such as statistical or demographic data for any purpose.

Aggregated/anonymized data could be derived from your Personal Information but is not considered Personal Information as it may not identify you personally. For example, we may aggregate your data of usage of the App to calculate the percentage of users accessing a specific App feature. As another example, we may aggregate your data of purchases qualifying for rewards with that of other users and share it (anonymized) with County (or third-party sponsors), in order to analyze the results of a reward offering campaign under the Rewards

Program. However, if we combine or connect Aggregated Data with your personal data so that it can identify you, we will treat the combined data as Personal Information which will be used in accordance with this Privacy Policy.

We keep our Privacy Policy under regular review and may change it from time to time by posting a revised version and updating the 'Effective Date' above. The revised version will be effective on the "Effective Date" listed. We will provide you with reasonable prior notice of substantial changes in how we use your information, by email or other means, at our choice by email. We may provide notice of changes in other circumstances as well. If you are unhappy with these changes, you can stop your use of the Application.

The Application contains links to and from websites and platforms of third parties, such as merchants, social platforms and others. Please note that these websites, platforms, and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites, platforms or services, such as contact and location data. Please check these policies before you submit any personal data to these websites and platforms or use these services.

2. Types of Private Information We Collect and How We Collect It

Information you provide to us. This is information, including Personal Information, that you agree to give us about you by filling in forms in the Application or the Website, or otherwise submitting such information, *e.g.*, by corresponding with us (for example, by email or chat) or by phone. It includes information you provide when you register to use the Application (such as your name and email address), share data via the Application social media functions, if available, enter a competition, promotion or survey, and when you communicate with us for customer service or technical support for the Services. If you contact us, we may keep a record of that correspondence.

In signing up to the Application, you expressly consent to receive mobile phone text messages, push notifications and emails from us or from County to the mobile phone number and email address you provided us, including marketing and promotional communications. You can opt-out from receiving marketing and promotional emails and text messages by adjusting the relevant settings in the App or by contacting us at [XXXX@YY.com]. You may also follow the unsubscribe instructions in any promotional email you receive. Please note that certain Services-related messages that we send (including emails we may send on behalf of County) are necessary for the proper functioning and use of the Services and you may not have the ability to opt-out of those

messages. You may opt-out from receiving phone notifications by adjusting the preferences in your mobile phone.

Information Collected from Devices. When you access or use the Services via a computer or mobile device, including, without limitation, a desktop computer, laptop, mobile phone, tablet, or other electronic device (each, a “Device”), we may collect information from your Device, such as your Device type and manufacturer, your Device operating system and version, your mobile carrier, your Device identifiers, your mobile phone number, your IP address, your browser type, your network connection type, information about the webpage that referred you to the Website or that you visited prior to the Website, and your behavior and activity on the Website and the Application. This includes, for example, details of your usage of the App, such as details of your participation in reward offers in the App, your reward balance and information on rewards awarded to you and redeemed by you through the Application at any of the Redeeming Merchants’ stores (each, a “Redemption Purchase”).

In addition, if you download the Application to your mobile Device, we may collect information from your mobile Device about your location. We may use this information to provide targeted offers to you and notify you of nearby third-party locations where you may use the Services. You may opt out of the collection of location data at any time by changing your settings on your mobile Device or your preferences in the App settings. However, if you do so, certain features of the Services may not be available to you or the performance of certain features of the Services may be limited or not work at all.

Information Collected by Cookies and Similar Tracking Technologies. When you access or use the Services, we may place small data files on your Device that assign random, unique numbers to your Device to enable us to recognize your Device when you use the Services. These data files may be cookies, pixel tags, other local shared objects, or similar technologies provided by your browser or associated applications (collectively, “Cookies”). We may use Cookies to recognize your device, manage and store your settings and preferences for the Services, improve the Services, offer targeted products and services to you, and collect and analyze information about your access and use of the Services. The Cookies we use in connection with the Services may include the following:

- *Session Cookies:* Session Cookies are temporary Cookies that expire and are automatically erased when you close your browser window. We may use session Cookies to grant you access to content and to enable actions that require you to be logged into your Account to perform.

- *Persistent Cookies*: Persistent Cookies are Cookies that usually have an expiration date in the distant future and remain in your browser until they expire or you manually delete them. We may use persistent Cookies to better understand usage patterns so we can improve the Services. For example, we may use a persistent Cookie to associate you with your Account or to remember your choices for the Services.

- *Third-Party Cookies*: We permit certain third parties to place Cookies through the Services to provide us with insight about the use of the Services and user demographics. These third parties may use Cookies to collect information about your online activities over time and across different websites when you access or use the Services. For example, we may use Google Analytics to analyze usage patterns for the Website and the Application. Google Analytics may generate a Cookie to capture information about your access and use of the Website and the Application that Google may use to compile reports on activity for us and to provide other related services. Your web browser may automatically send certain information to Google, such as the web address of the page that you are visiting and your IP address. To opt out of Google Analytics in connection with the Services, visit the Google Analytics opt-out page and install the add-on for your browser. For more details on installing and uninstalling the add-on, please see the relevant help resources for your specific browser. We do not control third parties' use of Cookies or similar tracking technologies. Such use is subject to the respective third parties' privacy policies.

By accessing or using the Services, you consent to the placement of Cookies on your Devices as described in this Privacy Policy. If you prefer not to receive Cookies through the Services, you may control how your browser responds to Cookies by adjusting the privacy and security settings of your web browser. Unless you set your browser settings to refuse all Cookies, our systems may issue Cookies when you access or use the Services. If you set your browser settings to refuse all Cookies, the performance of certain features of the Services may be limited or not work at all.

In addition, in our email messages to you (including emails that Colu may be sending on behalf of the County operating the App you are using), we and third party providers we may be using, may use Cookies to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded. Some of our email messages might include "click-through URLs" linked to content on the Website or the Application. We track click-through data to help us understand and analyze interest in topics and use of the Services.

Information Collected from Third-Party Payment Card Information Vendor:

The Reward Program provided by County through the App may allow you to get reward points for qualifying purchases at certain local merchants, as defined in the App's User Terms of Use [Link].

In order to be able to receive such reward points for qualifying purchases, you will be required to link a payment card or cards to your App account by providing our third-party vendor with the linked financial account identifiers and login information, and/or similar information (collectively, the "Account Login Information"). Such Financial Account Login Information is collected by our payment information vendor Plaid Technologies, Inc. ("Plaid"), pursuant to the terms and conditions of its privacy policy (found here: <https://plaid.com/legal/#privacy-policy>), and we are provided only with an encrypted token by Plaid in connection therewith. **We do not obtain access to your Financial Account Login Information itself.**

Once you have linked a payment card (or cards) to the App, Colu would receive from Plaid information from the financial account relating to that payment card, such as Information about transactions *e.g.*, amount, date, payee, type, quantity, price, location, and a description of the transaction ("Transaction Information") as well as general information on the financial account and any account associated with it, such as the financial account's financial institution name, account name, account type, account ownership and the last 2-4 alphanumeric characters of an account's official account number.

By linking your payment card, you:

- (1) Acknowledge and agree that if and to the extent your Financial Account Login Information, Personal Information, Transaction Information, or any other information is collected by or transferred to Plaid Technologies, Inc. ("Plaid"), the terms and conditions of Plaid's privacy policy (found here: <https://plaid.com/legal/#privacy-policy>) will govern Plaid's use of such information, and that you expressly agree to the terms and conditions of Plaid's privacy policy. You hereby expressly grant Plaid the right, power, and authority to access and transmit your information as reasonably necessary for Plaid to provide its services to you.
- (2) Authorize Colu to receive, process and store the information provided by Plaid as described above and to monitor the Transactional Information on your linked payment card financial account in connection with identifying potentially qualifying purchases under the County's Reward Program.

Please note that you are not obligated to link a payment card to the App, and you may opt-out of the information collection, processing and transaction monitoring on the payment card(s) you have linked by de-linking them through the Application. However, if you do not link a payment card, you will not be able to take advantage of reward offers that are based on completing qualifying purchases at local merchants, should County initiate such reward offers.

Information from Other Third Parties and Publicly Available Sources

We may receive personal data about you from third parties and public sources, such as data from analytics providers, and name, contact information, profile photo and other account/profile information from social networks such as Facebook and providers such as Apple if you choose to register to the App through these services (should such an option be available).

3. How We Use Private Information

We may use Personal Information for the purposes described elsewhere in this Privacy Policy and internally for our general commercial purposes, including, among other things, to:

- offer and improve the Services and County's services, including advising County on creating and personalizing content and reward offers;
- analyze usage of the Services and County's services;
- alert you to software compatibility issues;
- deliver any notices or alerts and communications relevant to your use of the Services or County's services, including on behalf of County;
- for marketing and advertising purposes including on behalf of County, including sending you promotional material or special offers on our behalf or on behalf of County or other third parties, provided that you have not already opted-out of receiving such communications;
- to fulfill contracts we have with you, our contract with County, and to assist County in fulfilling its contracts with you;
- offer you other products, programs, or services that we or County believe may be of interest;
- perform market research, project planning, product development, troubleshooting problems, and analysis of user behavior;
- detect, prevent and investigate actual or suspected fraud, hacking, infringement, or other misconduct involving the Services;
- comply with any applicable laws and regulations and respond to lawful requests;
- Investigate and resolve complaints, defend against legal claims and potential litigation, including on behalf of County

4. How We Share Information

We may share Anonymous/Aggregated Information with third parties as described elsewhere in this Privacy Policy and for our commercial purposes.

We do not share Personal Information with our affiliates or third-party service providers, except as described elsewhere in this Privacy Policy and as follows:

- With County: As noted, Colu is a service provider to County; the information collected, processed and transmitted by Colu through or in connection with the Services, including your Personal Information, may be collected and processed on behalf of County or otherwise in relation to County's provision of services through the Application and in accordance with the User Terms of Use. Therefore, Colu may share with County all categories of information, including your Personal Information, except for Transaction Data and any other financial account Personal Information provided to Colu by Plaid, which will not be shared with County. Notwithstanding this exclusion, Colu may share with County anonymized and/or aggregated information, including in regard to potentially qualifying transactions based on information received from Plaid.
- With Merchants: On behalf of County, we may share your Personal Information with merchants with whom you made a potentially qualifying purchase under the terms of the Reward Program, to inform them where a transaction occurred as needed for the merchant to confirm a specific transaction occurred; for example, we may share the date and amount of your purchase so the merchant can verify your purchase with its records or confirm if there is a missing or disputed transaction. We may share with Redeeming Merchants similar information, on behalf of County, to verify a Redemption Purchase and its details. In addition, we share with Redeeming Merchants your full name (as you have registered it in the App).
- We may also share some or all of your Personal Information –
 - with any of our parent companies, subsidiaries, joint ventures, or other companies under common control with us;
 - you request or authorize it, or to provide a service requested by you;
 - with Third-Party Service Providers that provide services to support the Services, such as data analysis, email delivery, hosting, infrastructure, network storage, customer service, technical support, and promotional services who are bound by contractual obligations to keep the information we provide them confidential.

- to comply with applicable laws, rules, and regulations, and to comply with governmental and regulatory requests, court orders, and subpoenas;
- to protect our rights, property, and safety and the rights, property, and safety of County and of others
- to enforce our rights arising from any contracts entered into between you and us, including the Terms of Service, to enforce County's rights arising from any contracts entered between you and County, including the User Terms of Use;
- In the event of a corporate sale, merger, reorganization, sale of assets, dissolution, or similar event, the Private Information may be shared and may be part of the transferred assets.

5. Security

We take the security of your Personal Information seriously. We use technical, physical and administrative safeguards, such as, but not limited to, firewalls, encryption techniques and authentication procedures to maintain the security of your Information. Unfortunately, no collection or transmission of information over the Internet or other publicly accessible communications networks can be guaranteed to be 100% secure, and therefore, we cannot warrant the security of any such information. We are not responsible for the circumvention of any privacy settings or security features. You agree that we will not have any liability for misuse, access, acquisition, deletion, or disclosure of your Information.

We may provide you with the option to protect the access to the App with a code/password you select. We strongly recommend that you do not disclose your password to anyone. We will never ask you for your password in any unsolicited communication (such as letters, phone calls or email messages).

6. Children's Information

The Services are not intended for children, and we do not knowingly attempt to solicit or receive information from children on the Services. If we learn we have collected or received personal information from a child under the age of 13 without verification of parental consent, we will take steps to comply with any applicable legal requirement to remove such Information. Please contact us if you believe that we have mistakenly or unintentionally collected Information from a child under the age of 13.

7. Contact Information

If you have any questions regarding this Privacy Policy or the Services, please contact us at Privacy@colu.com.

Exhibit F

Merchant Participation Agreement

Exhibit F

MERCHANT PARTICIPATION TERMS AND CONDITIONS

Last updated: _____, 2021.

The County of San Mateo , a political subdivision of the State of California (“**County**”, “**we**” or “**us**”) has engaged Colu Technologies (US) Inc., a Delaware corporation (“**Colu**”), to provide certain services in connection with a government technology SaaS (Software as a Service) platform that enables municipalities and counties to increase civic and community engagement by rewarding residents for taking actions that promote certain strategic goals (the “**Platform**”). The Platform includes, inter alia, a customized County-branded mobile application (the “**Application**” or “**App**”) for Users (as defined below). You are a business (“**Merchant**” or “**you**”, and together with County, the “**Parties**,” and each a “**Party**”) located in the jurisdictional boundaries of the County (the “**Territory**”). County desires that Merchant participate in the Program as a Redeeming Merchant (as defined below) under these Terms and Conditions, and you desire to participate in the Program as a Redeeming Merchant.

The following are the terms and conditions of your participation in the Program and governs your relationship with County (the “**Terms and Conditions**”). These Terms and Conditions form a legal agreement between you and the County. By signing these Terms and Conditions you agree to comply with and be bound by these terms and conditions.

These Terms and Conditions in no way obligate us to permit you to join the Program. We reserve the right not to permit you to join in the Program, and in any such a case we will notify you.

We reserve the right, at our sole discretion, to change or modify portions of these Terms and Conditions at any time. If we do this, we will notify you of the changes through an email message to the address you have provided us, and will indicate the date these terms were last revised. Your continued participation in the Program after the date any such changes become effective constitutes your acceptance of the new Terms and Conditions. If you do not wish to accept the new Terms and Conditions, you need to terminate this agreement in accordance with the termination process in these Terms and Conditions.

1. Definitions.

“**Account**” means the account created by a User or Redeeming Merchant for purposes of participating in the Program.

“**Account Balance**” means the sum of all Redemption Credits accumulated in Merchant’s Account.

“**Application**” or “**App**” has the meaning set forth in the preamble to these Terms and Conditions.

“Campaign” means a campaign, selected by the County and published through the App, that Users can join and which sets forth the terms for Users to be rewarded with County Points, including identifying certain qualifying activities that Users can complete to earn County Points, including Qualifying Purchases.

“County” has the meaning set forth in the preamble.

“Platform Marks” means the trademarks, trade names, service marks, logos, color combination, insignia, or other marks and slogans and properties associated with the Platform or the Program, owned by either Colu or its parent company or County.

“County Points” means promotional value awarded to a User’s Account upon completion of Qualifying Actions that a User can exchange for goods and services at Redeeming Merchants[,branded as **“XYXYXY”**]. The redemption value of each County Point equals One U.S. Dollar (\$1.00)

“Colu” has the meaning set forth in the preamble.

“Force Majeure Event” has the meaning set forth in Section 29.

“Impacted Party” has the meaning set forth in Section 29.

“Indemnified Party” has the meaning set forth in Section 14.

“Laws” means federal, state, and local laws, ordinances, and regulations and orders of a governmental authority.

“Merchant” has the meaning set forth in the preamble.

“Merchant Identification” has the meaning set forth in Section 5(b).

“Merchant Marks” means Merchant’s name, trademarks, trade names, service marks, logos, color combination, insignia, or other appropriate marks and slogans and properties.

“Party” has the meaning set forth in the preamble.

“Payment Processor” has the meaning set forth in Section 4(c).

“Platform” has the meaning set forth in the preamble.

“Program” has the meaning set forth in Section 2.

“Promotional Materials” means all advertising, marketing, and promotional materials in any form or medium (including, by way of illustration and not limitation, print, digital, internet, radio, and television advertisements, direct mail, telemarketing scripts, publicity materials, and website materials) used to promote the Program or Merchant’s participation as a Redeeming Merchant.

“Qualifying Actions” means an action or set of actions the completion of which is designated by the County in a Campaign as qualifying for awarding County Points to Users’ Accounts, in accordance with the Program Terms and the terms of a specific Campaign for the allocation of rewards, including Qualifying Purchases.

“Qualifying Purchase” means the purchase of goods or services by a User from certain merchants in the Territory identified in a Campaign done in compliance with the terms and conditions of the Campaign and the Program Terms. For the avoidance of doubt, a Participating Merchant (including Merchant) may or may not be identified in any Campaign as an outlet for earning County Points upon Qualifying Purchases, at County’s sole discretion.

“Redemption Credit” has the meaning set forth in Section 4(b).

“Redeeming Merchant” means a merchant or nonprofit organization located in the Territory that has agreed to participate in the Program.

“Redeeming Merchant TOUs” has the meaning set forth in Section 3.

“Redemption Payment” has the meaning set forth in Section 4(c).

“Redemption Payment Record Date” has the meaning set forth in Section 4(ac).

“Redemption Transaction” means the purchase of goods or services, or a contribution, by a User from a Redeeming Merchant where a portion of the consideration or the entire consideration for such goods or services is value, represented by County Points, redeemed from a User’s Account using the Application.

“Term” has the meaning set forth in Section 11(a).

“Terms and Conditions” has the meaning set forth in the preamble and includes all schedules and exhibits hereto.

“Territory” has the meaning set forth in the Preamble.

“Users” means eligible individuals who have created Accounts to participate in the Program.

2. Description of Program. Using the Platform, County will conduct a county rewards program in the Territory to increase civic and community engagement by rewarding Users with access to promotional value in the form of County Points, redeemable at Redeeming Merchants, for completing Qualifying Actions (the **“Program”**).

3. Appointment. Merchant hereby accepts the appointment by County, to act as a Redeeming Merchant during the Term in accordance with the terms and conditions of these Terms and Conditions. County may in its sole discretion appoint any other person or entity to act as a Redeeming Merchant. By accepting this appointment, Merchant agrees that, to the extent that Personal Information of Users is shared with Merchant in connection with the

Program or these Terms and Conditions, Merchant will (a) use this information only in order to identify and confirm a Qualifying Purchase; (b) not disclose to others such Personal Information. In this section, "Personal Information" - information about an identifiable individual, such as their name, the date and amount of their purchase. Merchant further agrees by accepting this appointment to receive mobile phone text messages and emails from or on behalf of County to the mobile phone number and email address provided by Merchant, including marketing and promotional messages; Merchant may opt-out from receiving marketing and promotional emails by contacting XXXX@YY.com. County may also offer Redeeming Merchants, including Merchant, the opportunity to sponsor certain Campaigns in exchange for a sponsorship fee. The terms of any such sponsorship shall be mutually agreed by the Parties. Merchant acknowledges that during the Term, the Platform may be modified to allow Merchant to access its Account through a web-based portal for Redeeming Merchants. In the event such access is granted, Merchant agrees to comply with any terms of use that Colu may issue pertaining to Merchant's use of such web-based portal and the Platform.

4. Terms of Redemption.

(a) As a Redeeming Merchant, Merchant shall redeem promotional value, in the form of County Points, when requested by Users, and apply such value toward all or part of the purchase price of any goods or services offered by Merchant. The User shall determine the amount of promotional value redeemed by Merchant in connection with a Redemption Transaction; provided, however, that no user may redeem more than 2000 County Points a day.

(b) County shall credit Merchant's Account with One US Dollar (\$1.00) for every County Point redeemed by Merchant in a Redemption Transaction (each a "**Redemption Credit**").

(c) County shall make a payment to Merchant for Redemption Credits within 10 (ten) business days from the 1st, 8th, 15th and 22nd day of each month, provided, however, that if the applicable day is on a U.S. Federal holiday, then such payment shall be made on the following business day (the "**Redemption Payment**"). The amount of each Redemption Payment shall equal the amount of Merchant's Account Balance as reflected in the records of the Platform as of the day before the scheduled payment date (each, a "**Redemption Payment Record Date**"). Notwithstanding the foregoing, each Redemption Payment, except for the final Redemption Payment, shall be made only if Merchant's Account Balance as reflected in the Platform as of the Redemption Payment Record Date exceeds One Hundred Dollars (\$100). County shall make each Redemption Payment through a third party payment processor designated by County (the "**Payment Processor**"). To facilitate the Redemption Payments (and as a condition precedent to the effectiveness of these Terms and Conditions), Merchant acknowledges and agrees that Merchant shall provide the Payment Processor correct and complete information and documentation as may be required by the Payment Processor.

(d) Except as expressly set forth in this Section 4(d), all redemptions of County Points in connection with Redemption Transactions are final and irrevocable. If, for any reason, a Redemption Transaction that resulted in a Redemption Credit is rescinded due to a technical error of a User (including, by way of illustration and not limitation, the inclusion of the

incorrect or Redeeming Merchant as part of such Redemption Transaction), then County shall (i) credit the appropriate User's Account with the number of County Points redeemed by Merchant in such rescinded Redemption Transaction and (ii) debit from the appropriate Redeeming Merchant's Account the Redemption Credits awarded to such Account as a result of such rescinded Redemption Transaction, provided that such error is reported to County at [XXXX@YYYY.COM] within five (5) business days after the redemption associated with such rescinded Redemption Transaction. If County attempts to debit Merchant's Account pursuant to the terms of the preceding sentence and Merchant's Account Balance is less than the number of Redemption Credits County is attempting to debit from Merchant's Account, then County shall have the right to set off the number of such Redemption Credits against future Redemption Credits earned by Merchant. If a Redemption Transaction is rescinded for any other reason (including, by way of illustration and not limitation, by the return of purchased goods or the refund of the purchase price for services rendered), or if a User's technical error is not reported to [XXXX@YYYY.COM] within the period set forth above, then the terms of such rescission shall be agreed, and any disputes relating thereto shall be resolved, by the User and Merchant, and County shall not be responsible for crediting or debiting either the User's or Merchant's Accounts in connection with such rescission. In addition, County reserves the right to deduct from Merchant's Account Balance any County Points that have been awarded to merchant in error, in connection with a fraudulent transaction or otherwise in breach of these Terms and Conditions.

(e) Merchant is responsible for all charges, costs, and taxes in connection with Merchant's sale of goods or services relating to these Terms and Conditions or to Merchant's participation in the Program. Furthermore, for avoidance of doubt, any fees and expenses charged by Merchant's bank and intermediary banks used by the Merchant's bank in connection with payments to Merchant under these Terms and Conditions shall be borne by Merchant only.

5. License Grants.

(a) Platform Marks. Subject to these Terms and Conditions, Merchant is hereby granted a non-exclusive, non-transferable, and non-sublicensable license in the Territory during the Term solely on or in connection with Promotional Materials, in accordance with these Terms and Conditions, to use the Platform Marks. Any use of the Platform Marks shall be subject to County's prior written approval, which may be withheld in its sole and absolute discretion. On expiration or earlier termination of these Terms and Conditions or upon County's request, Merchant shall promptly discontinue the display or use of any Platform Mark or change the manner in which it is displayed or used with regard to Merchant's goods or services or Promotional Materials. Upon expiration or earlier termination of these Terms and Conditions, Merchant's rights under this Section 5(a) shall cease immediately. Other than the express licenses granted by this Section 5(a), County grants no right or license to Merchant is granted no right, by implication, estoppel, or otherwise, to any intellectual property rights.

(b) Merchant Marks and Merchant Identification. Merchant hereby grants to County a non-exclusive, non-transferable, and non-sublicensable license in the Territory during the Term solely on or in connection with (i) display in the User App and other components of the Platform; (ii) Promotional Materials and (ii) publicizing, promoting, and advertising, through any

form or medium, Merchant's involvement in the Program, to use all Merchant Marks, as well as images (both still and video) of Merchant's business and Merchant's biographical and historical information and other content from Merchant's website or social media publications ("**Merchant Identification**"). Notwithstanding the foregoing, unless specifically otherwise agreed, County may, at its discretion, continue to display Merchant Marks and Identifications in the User App, including, e.g., in stories and reward offer Campaigns, as long as it does not represent Merchant as a Redeeming Merchant. Furthermore, County shall at no time be obligated to retrieve any materials (including Promotional Materials) bearing Merchant Marks or Merchant Identification (or cause such materials to be destroyed) in the possession of third parties, or to take-down such materials that were posted or distributed through the Platform or social or digital media prior to the expiration or earlier termination of these Terms and Conditions.

6. Promotional Materials. Merchant may also develop, create, and disseminate Promotional Materials to promote the Program. Any Promotion Materials developed or created by Merchant shall be subject to County's prior written approval, which may be withheld in its sole and absolute discretion. Each party shall own the Promotional Materials each Party creates or develops under these Terms and Conditions, subject to the license grants above regarding the use of the Platform Marks, Merchant Marks, and Merchant Identification, as applicable.

7. Balance Records and Reports. After each Redemption Transaction, County shall send Merchant an email to his address on file, setting forth the number of Redemption Credits that will be awarded to Merchant's Account, as well as the updated Merchant's Account Balance. Merchant represents and warrants not to provide any User information received from County in connection with such emails to any third party and not to make use of any User information for any purpose other than confirming the Redemption Transaction and Redemption Credits awarded. County will also email Merchant upon any change to his Merchant Account Balance, informing Merchant of the change made and the updated account balance.

8. Other Redeeming Merchant Obligations. As a Redeeming Merchant, Merchant shall:

(a) market, advertise, promote, and sell Merchant's goods and services in a manner that reflects favorably at all times on the good name, goodwill, and reputation of County and consistent with good business practice;

(b) maintain a place or places of business in the Territory as required for Merchant to perform its duties under these Terms and Conditions; and

(c) not make any materially misleading or untrue statements concerning County or Merchant's goods or services, including, by way of illustration and not limitation, any product disparagement or "bait-and-switch" practices.

9. Other County Obligations. County shall:

(a) as the sponsor of the Program, at its sole expense, be responsible for (i) selecting and implementing Campaigns; (ii) awarding Users with promotional value to exchange

for participating Merchants' goods and services, in the form of County Points, upon completion of Qualifying Actions, in accordance with the Users' Terms of Use; (iii) ensuring that the Program and the manner in which it is conducted conforms with all applicable Laws; (iv) marketing, advertising, and promoting the Program; and (v) solely be responsible for receiving, answering, and resolving any User questions regarding the Program, except for any inquiries or claims regarding any goods or services sold or provided by Merchant and amounts charged therefor.

10. Representations and Warranties. Merchant represents and warrants as follows:

(a) It is authorized to enter into and fully its obligations under these Terms and Conditions and that performance of these Terms and Conditions shall not create a breach of any agreement with any third party.

(b) It will fulfill its obligations hereunder in accordance with all applicable Laws.

(c) The exercise of its rights in strict accordance with these Terms and Conditions does not and will not violate, infringe, or misappropriate any rights of a third party, including, by way of illustration and not limitation, third party intellectual property rights and rights of privacy and publicity.

(d) Its goods are of merchantable quality and fit for their intended use and safe for use by their intended age group.

(e) Its standard warranty for its goods or services shall apply to goods or services purchased through a Redemption Transaction.

(f) Its goods and services will be accurately described in in all Promotional Materials.

11. Term; Termination.

(a) Term. The term of these Terms and Conditions commences on the date on which you execute these Terms and Conditions and shall continue until terminated consistent with the provisions described in Section 11(b).

(b) Termination Rights.

(i) Termination for Convenience. Notwithstanding anything to the contrary in these Terms and Conditions, either Party may terminate these Terms and Conditions and the appointment of Merchant under Section 3, for any or no reason, at any time upon written notice to the other Party, and said termination shall become effective seven (7) days following the delivery of such notice, except where a shorter period is provided for in these Terms and Conditions.

(ii) County Termination Rights. In addition to any remedies that may be provided in these Terms and Conditions, County may immediately terminate these Terms and Conditions, upon notice to Merchant, if any of the following occur:

(A) Merchant is in breach of these Terms and Conditions and either the breach cannot be cured or, if the breach can be cured, it is not cured within fourteen (14 days following Merchant's receipt of notice of such breach;

(B) Merchant becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;

(C) Merchant files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;

(D) Merchant seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts;

(E) Merchant makes or seeks to make a general assignment for the benefit of its creditors;

(F) Merchant applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

(G) Merchant fails to provide correct and complete information and documentation as required by the Payment Processor;

(H) County has a reasonable basis to believe that Merchant, at any time before or during the Term, has engaged in, is engaging in, or will engage in any fraudulent conduct or the processing of any fraudulent transactions;

(I) Merchant's Redemption Transactions were illegal or served illegal purposes;

(J) Merchant violates, infringes, or misappropriates any rights of County or of a third party, including, by way of illustration and not limitation, third party intellectual property rights and rights of privacy and publicity;

(K) Merchant creates or enters into a fictitious transaction or a transaction with fictitious elements of any kind, including, by way of illustration and not limitation, by transacting with itself or its employees or agents using the Application with the intention to unrightfully enjoy the benefits provided by County in the Program; or

(L) Merchant exploits, disrupts, or manipulates, or attempts to exploit, disrupt, or manipulate, the Program.

(iii) Merchant Termination Rights. In addition to any remedies that may be provided in these Terms and Conditions, Merchant may immediately terminate these Terms and Conditions, upon notice to County if County:

(A) fails to pay any amount when due under these Terms and Conditions and fails to cure such payment default within 30 days following the due date for such payment; or

(B) is in material breach of these Terms and Conditions and either the breach cannot be cured or, if the breach can be cured, it is not cured within 30 days following County's receipt of notice of such breach.

(b) Effect of Expiration or Termination. Upon the expiration or earlier termination of these Terms and Conditions:

(i) Merchant shall cease to represent itself as a Redeeming Merchant, and shall otherwise desist from all conduct or representations that might lead the public to believe that Merchant is a Redeeming Merchant; and

(ii) Merchant shall promptly return or destroy (pursuant to County's instructions) all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Confidential Information.

12. Confidential Information. All non-public, Confidential, or proprietary information of either Party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by either Party to the other Party, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with these Terms and Conditions is confidential, solely for the use of performing these Terms and Conditions and may not be disclosed or copied unless authorized by the disclosing Party in writing. Upon the disclosing Party's request, the receiving Party shall promptly return all documents and other materials received from the disclosing Party. The Parties shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is:

- (a) in the public domain other than through breach of this Section;
- (b) rightfully known to the receiving Party at the time of disclosure;
- (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or
- (d) legally compelled to be disclose by the receiving Party (whether by deposition, interrogatory, law, request for documents, subpoena, civil investigative demand or other process or otherwise)

13. Compliance with Laws. Merchant shall at all times comply with all Laws that are applicable to the operation of its business, and these Terms and Conditions and its performance hereunder. Without limiting the generality of the foregoing, Merchant shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under these Terms and Conditions.

14. Indemnification. Merchant shall indemnify, hold harmless, and defend County, Colu, and each of their respective employees and agents (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees and the costs of enforcing any right to indemnification under these Terms and Conditions and the cost of pursuing any insurance providers, relating to any claim of a third party or County arising out of or occurring in connection with:

(a) Merchant’s acts or omissions as a Redeeming Merchant, including, by way of illustration and not limitation, breach of any of Merchant’s representations, warranties, covenants, or agreements under these Terms and Conditions;

(b) Merchant’s advertising or representations that warrant performance of Merchant’s goods or services;

(c) Promotional Materials created or developed by Merchant;

(d) any failure by Merchant or its personnel to comply with any applicable Laws;

(e) allegations that Merchant breached its agreement with a third party as a result of or in connection with entering into, performing under, or terminating these Terms and Conditions;

(f) claims that County’s authorized use of the Merchant Marks or Merchant Identification or the exercise of County’s rights under these Terms and Conditions violates, infringes, or misappropriates the rights of a third party, including, by way of illustration and not limitation, third party intellectual property rights and rights of privacy and publicity;

(g) any rescinded Redemption Transactions described in Section 4(d);

(h) any claims by User’s or other consumers relating to or arising out of Merchant’s goods or services; or

(i) any claims that Merchant failed to provide the Payment Processor with complete and correct information and documentation as required by Payment Processor

15. Limitation of Liability. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THESE TERMS AND CONDITIONS, LIABILITY FOR INDEMNIFICATION, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY

FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT:

(a) IS COUNTY OR ANY REPRESENTATIVE OF COUNTY LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS, OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS, REGARDLESS OF:

(i) WHETHER THE DAMAGES WERE FORESEEABLE;

(ii) WHETHER OR NOT COUNTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND

(iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED.

(b) SHALL COUNTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO MERCHANT UNDER THESE TERMS AND CONDITIONS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$[AMOUNT], WHICHEVER IS LESS.

THE FOREGOING LIMITATIONS APPLY EVEN IF MERCHANT'S REMEDIES UNDER THESE TERMS AND CONDITIONS FAIL OF THEIR ESSENTIAL PURPOSE.

16. Insurance. For the term of these Terms and Conditions, Merchant shall, at its own expense, maintain and carry insurance in full force and effect that includes, by way of illustration and not limitation, commercial general liability (including product liability) with limits no less than \$100,000 for each occurrence and \$250,000 in the aggregate with financially sound and reputable insurers. Upon County's request, Merchant shall provide County with a certificate of insurance and policy endorsements for all insurance coverage required by this Section 18, and shall not do anything to invalidate such insurance. Merchant shall provide County with 30 days' advance written notice in the event of a cancellation or material change in Merchant's insurance policy. Except where prohibited by Law, Merchant shall require its insurer to waive all rights of subrogation against County's insurers, County and the other Indemnified Parties.

17. Entire Agreement. These Terms and Conditions, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all

prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

18. Survival. Subject to the limitations and other provisions of these Terms and Conditions: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of these Terms and Conditions; and (b) Sections 1, 2, 13(c), 14, 16, 17, and 19-34 of these Terms and Conditions, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of these Terms and Conditions.

19. Notices. All notices, requests, consents, claims, demands, waivers, and other communications to County under these Terms and Conditions must be in writing and addressed to County at its address set forth below (or to such other address that County may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all such notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested and postage prepaid). Notices and other communications under these Terms and Conditions initiated by County shall be sent via E-mail to Merchant's E-mail address as provided by Merchant to County.

Notice to County:

County of
[COUNTYNAME], [STATE]

Attention: [TITLE OF
PERSON] [EMAIL ADDRESS]

20. Severability. If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Amendments. No amendment to these Terms and Conditions is effective unless it is in writing and signed by an authorized representative of each Party.

22. Waiver. No waiver by any Party of any of the provisions of these Terms and Conditions shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms and Conditions, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms and Conditions shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. Cumulative Remedies. All rights and remedies provided in these Terms and Conditions are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or

subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

24. Assignment. Merchant shall not assign, transfer, delegate, or subcontract any of its rights or obligations under these Terms and Conditions without the prior written consent of County. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Merchant of any of its obligations hereunder. County may at any time assign, transfer, or subcontract any or all of its rights or obligations under these Terms and Conditions without Merchant's prior written consent.

25. Successors and Assigns. These Terms and Conditions are binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

26. No Third-Party Beneficiaries. Subject to the next sentence, these Terms and Conditions benefit solely the Parties to and their respective permitted successors and assigns and nothing in these Terms and Conditions, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions. The Parties hereby designate Indemnified Parties as third-party beneficiaries of Section 16 with the right to enforce that provision.

27. Choice of Law. These Terms and Conditions, including all exhibits, schedules, attachments, and appendices attached to these Terms and Conditions and thereto, and all matters arising out of or relating to these Terms and Conditions, are governed by, and construed in accordance with, the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

28. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms and Conditions, including all exhibits, schedules, attachments, and appendices attached to these Terms and Conditions, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the State or federal courts sitting in [COUNTYNAME, STATE]. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the state and federal courts sitting in [COUNTYNAME, STATE]. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

29. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any term of these Terms and Conditions (except for any obligations to make payments to the other Party), when and to the extent the failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control (which events may include natural disasters, embargoes, explosions, riots, wars or acts of invasion or terrorism, requirements of Law, national or regional emergency, disease, pandemic, strikes, labor

stoppages, or slowdowns or shortage of adequate power or transportation) (each, a “**Force Majeure Event**”). A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. The Impacted Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under these Terms and Conditions.

30. Relationship of the Parties. The Parties are independent contractors and nothing in these Terms and Conditions shall be deemed or construed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between County and Merchant. Neither Party, by virtue of these Terms and Conditions, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party. Each Party assumes responsibility for the actions of their personnel under these Terms and Conditions and will be solely responsible for their supervision, daily direction, and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under these Terms and Conditions will be accomplished. Except as provided otherwise in these Terms and Conditions, Merchant has the sole discretion to determine Merchant’s methods of operation, Merchant’s accounting practices, the types and amounts of insurance Merchant carries, Merchant’s personnel practices, Merchant’s advertising and promotion, Merchant’s customers, and Merchant’s service areas and methods.

The undersigned, on behalf of the entity listed below, agrees to comply with and be bound by these Terms and Conditions

Legal Name of Entity:

DBA (if any): _____

Type of Entity: _____

Signature: _____

Print Name and Title: _____

Address of Entity: _____

Date: _____

Exhibit G

Order Form

COLU ORDER FORM

This Order Form, together with the attached Software Platform License Agreement (the “**SPSA Agreement**”), form the agreement (the “**Agreement**”) that is entered between the parties listed in the table below on the Commencement Date for the services described in this Order Form. This Order Form is subject to the terms of the SPSA. Terms not defined in this Order Form will have the meaning given to them in the SPSA. In the event of conflict between this Order Form and the SPSA, this Order Form will prevail.

THE CLIENT (“County”)	Name of the entity: San Mateo County, California Tax Identification Number (TIN): Client Contact Name: Peggy Jenson Email: pjensen@smcgov.org Address: San Mateo County, 400 County Center Redwood City, CA 94063
COLU	Colu Technologies (US) Inc. Contact: Name: Michael Mazur Email: Michael@colu.con Telephone: +19173456122 Address: 1177 Avenue of the Americas, 5th Floor, New York, New York 10036
COMMENCEMENT DATE	JUNE __, 2021
TERM AND	The Term of the Agreement shall be from Commencement Date until

RENEWAL	<p>the date that is five months after the Commencement Date] (the "Trial Period"), unless terminated earlier in accordance with the SPSA Agreement.</p> <p>Provided that the County is not in breach of the Agreement, the County may extend the Trial Period for three (3) months or more, for a fee of \$30,000 for each three (3) month period, for up to a total extension of six (6) months, provided that the County must notify Colu of its exercise of its right to extend the Trial Period at least 45 days prior to the end of the Term of the Trial Period.</p>
CHARGES	<p><u>SPSA Fee:</u> For the Trial Period: \$40,000, provided that the SPSA Fee for the Trial Period shall be increased by \$30,000 for each three (3) month period by which the Trial Period is extended.</p> <p>Colu may provide additional services as may be agreed upon from time to time, provided that any service for an additional fee shall be subject to an agreement in writing prior to the commencement of such a service.</p> <p>For the avoidance of doubt, modification and addition of features to the App, which are not provided by Colu as part of its regular Platform updates shall be provided if and as agreed upon by the Parties, and may be subject to additional fees.</p> <p>(a) After the Trial Period (including any extensions of the Trial Period), for subsequent renewal periods, the SPSA Fee will reflect one of the options below, at the County's option. The County may select one (1) of the three (3) options, as follows:</p> <ul style="list-style-type: none"> (i) Quarterly commitment: \$45,000 per quarter (ii) One-year commitment: \$150,000 per year (iii) Two-year commitment: \$135,000 per year
PAYMENT	<p>SPSA Fee for the Trial Period shall be payable on the Commencement Date. The additional SPSA Fee for any extensions to the Trial Period will be payable on the first day of any extension to the Trial Period.</p> <p>The SPSA Fee for subsequent renewal terms shall be payable in quarterly instalments from the renewal date.</p>

SPECIAL TERMS

During the Trial Period, County commits to sponsor the allocation of stored value rewards to Users (County Points) through the Program, in connection with a campaign or campaigns in its sole discretion, in value of at least \$40,000.

Signed for and on behalf of **Colu Technologies (US) Inc.**



.....

Name:

Title:

Date

Signed for and on behalf of **the County**

.....

Name:

Title:

Date:

Exhibit H

Support

Colu shall provide timely and good faith efforts to correct problems that County experiences in its usage of the Platform to ensure a 95% uptime of the User App (following the initial setup and implementation and not including scheduled maintenance). Colu shall provide the County with reports, in such form and at such intervals as reasonably requested by the County, that set forth the actual uptime of the User App during the term of the Agreement.

In the event of a continued technical impediment to County's ability to utilize the County Administration Tool for the management of content in the User App, or for the activation/deactivation of Users and Redeeming Merchants' Accounts, Colu shall execute County's instructions through Colu's systems.