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MASTER MANAGED SERVICES AGREEMENT

This Managed Services Agreement ("**Agreement**") is entered into as of this _____ 2026 ("**Effective Date**"), by and between AudioCodes Inc. of 80 Kingsbridge Road, Piscataway, NJ 08854 ("**AudioCodes**"), and Yuba County of 915 8th. Street, Marysville, CA 95901 ("**Customer**").

WHEREAS, AudioCodes is in the business of developing, manufacturing, marketing and selling Voice over Packet products and professional related services;

WHEREAS, Customer wishes to engage AudioCodes in order to purchase and use or resell the AudioCodes services as further defined herein; and

1. **SCOPE.** AudioCodes shall provide managed services that may include installation, operations and maintenance of products and software belonging to AudioCodes as well as third party products/services/software for the Customer as detailed under the statement of work(s) that will be executed between the parties from time to time (hereinafter "Managed Services" and the "SOW", respectively). The Customer is allowed to purchase the Managed Services in order to use them for its internal use, or to resell them as stand-alone or as part of its services portfolio and use the Managed Services in order to provide services to its end-customers, all as per the terms of this Agreement and the respective SOW. The products or the software may be installed at AudioCodes premises, the Customer premises or at third-party hosting premises, all as agreed upon in the respective SOW. The product functionality may be limited or controlled by included licensing, as detailed in the SOW. The products may or may not include physical hardware. For avoidance of doubt, title to physical hardware remains with AudioCodes at all times. Customer is responsible for preserving any AudioCodes products or any other additional equipment as detailed in the SOW intact and in a safe place. The products can only be used for the purpose and in conjunction with the Managed Services and not for Customer's additional purposes of any kind.

2. **Insurance.** AudioCodes shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Audiocodes, its agents, representatives, employees, or subcontractors.

   2.1. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

   (a) **Commercial General Liability** (CGL): Insurance policy covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.

   (b) **Automobile Liability** covering non owned and hired vehicles with limit no less than $1,000,000 per accident for bodily injury and property damage.

   (c) **Workers' Compensation** insurance as required by as legally required for the employees acting in the performance of the services, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

   (d) **Professional Liability** (Technology Errors and Omissions) Insurance appropriate to Audiocodes' profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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2.2. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following:

(a) **Additional Insured Status. The County, its officers, officials, employees, are to be covered as additional insureds** on the on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of AudioCodes including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the AudioCodes insurance

(b) **Primary Coverage**. For any claims related to this contract**, AudioCodes insurance coverage shall be primary and non-contributory** as respects Customer, its officers, officials, employees,. Any insurance or self-insurance maintained by Customer, its officers, officials, employees shall be excess of AudioCodes insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

(c) **Umbrella or Excess Policy.** AudioCodes may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

(d) **Notice of Cancellation.** Audiocodes shall provide Customer with a 30 days prior notice in case of cancellation of each insurance policy required above.

2.3. **Waiver of Subrogation.** AudioCodes hereby grants to Customer a waiver of any right to subrogation which any insurer of said CGL insurance AudioCodes may acquire against Customer by virtue of the payment of any loss under such insurance. AudioCodes may obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Customer has received a waiver of subrogation endorsement from the insurer.

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2.5. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than -A:VII, unless otherwise acceptable to the Customer.

2.6. **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

(b) Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the contract of work.

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, AudioCodes must purchase "extended reporting" coverage for a minimum of one (1) year after completion of contract work.

2.7. **Verification of Coverage.** AudioCodes shall furnish Customer with original certificates effecting coverage required by this clause. All certificates are to be received by Customer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive AudioCodes obligation to provide them. Customer reserves the right to reasonably require complete certificates of insurance, required by these specifications, at any time.

2.8. **Subcontractors.** AudioCodes shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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3. **PRICES & PAYMENT TERM.**

3.1. The prices for the Managed Services shall be listed in the SOW, or under a valid quote provided by AudioCodes or its authorized distributor/reseller.

Payment of the one-time professional services setup fees detailed in the SOW or quote shall be paid by the Customer up-front upon invoicing. Payment of the recurring Managed Services fees for operational services shall be made by the Customer in periodic installments as agreed upon in the SOW or quote.

All payments (recurring and one-time fees) shall be paid within 30 days from invoice, unless otherwise agreed upon in the specific SOW. Any amounts not paid when due will accrue interest at 1% per month or the maximum rate permitted under applicable law from the due date until actually paid by Customer. All payments are non-refundable.

All Fees are exclusive of any present or future sales, revenue, withholding, value added, or tax, import duty or other taxes applicable to Managed Services. Such taxes when applicable shall be paid by Customer unless Customer provides a proper tax exemption certificate.

3.2. If Customer purchases the Managed Services through one of AudioCodes authorized distributors or resellers, the prices and payment terms shall be separately agreed upon between the Customer and the distributor/reseller. Breach of Customer's obligations to distributor/reseller, and in particular Customer's payment obligations, shall be considered a material breach of this Agreement and AudioCodes may apply any of its rights under this Agreement or by law in case of such material breach.

3.3. Site expansion or addition of sites (data center, customer site, environment, cloud): In case Customer requires a site expansion of the Managed Services (i.e. add additional users or sessions as defined in the SOW, equipment etc.), or an addition of a new site, each Customer's employee with access to the AudioCodes service portal shall log on to such portal and shall place a request for such expansion of addition. Upon receipt of such request, AudioCodes will be authorized to request that the Customer or the authorized distributor or reseller, issues a purchase order with regards to such request and Customer shall be obliged to issue such purchase order, directly or through the distributor/reseller. In case such purchase order is not issued, AudioCodes or its authorized distributor/reseller is authorized to invoice based on this Agreement (for example in case of additional users which are added on a monthly basis). AudioCodes will operate this request based on a change request procedure to be defined with the customer.

3.4. Reporting Obligation: Only in case AudioCodes does not have access to the number of users or other measurement units for billing purposes, Customer must submit a monthly report detailing the number of users provisioned onto the Managed Services segmented by reseller (if applicable) and subsequent users. This report should be submitted to AudioCodes within five (5) business days from the end of each month. An authorized representative of the Customer (as defined and documented in the Customer's CID) must certify that the monthly users report is accurate and complete. AudioCodes will provide the Customer with details with regards to the format of the reports and the procedure for their submission. Upon receipt of such usage report and agreement of the Parties on the actual final number of users, AudioCodes will be authorized to request from the Customer or the authorized distributor/reseller, to issue a purchase order with regards to the monthly users report and Customer shall be obliged to issue such purchase order, directly or through the distributor/reseller. In case such purchase order is not issued, AudioCodes or its authorized distributor/reseller is authorized to invoice based on this Agreement.

3.5. Right to Audit: Only in case AudioCodes does not have access to the number of users or other measurement units for billing purposes, AudioCodes will have the right to audit the Customer network in order to verify the number of users provisioned (or any other measurement units agreed). In the case of an audit being required the Customer must promptly provide AudioCodes or an independent auditor as AudioCodes sees fit, with any information it reasonably requests in furtherance of the verification of usage.

3.6. Unlicensed Usage: If an action to verify compliance with this Agreement reveals unlicensed use, AudioCodes shall reserve the right to charge the Customer 125% of the agreed per month price of each user. AudioCodes will presume that such unreported use began upon commencement of each user being provisioned, unless Customer reasonably demonstrates a different scope and duration.

4. **CUSTOMER RESPONSIBILITIES.** Customer will and procure that its end-customers (if applicable) will (a) be responsible for its compliance with this Agreement, Documentation and purchase orders, if any, (b) be responsible for the accuracy, quality and legality of Customer data, the means by which Customer acquired Customer data, Customer's use of Customer data with the Managed Services, and the interoperation of any non-AudioCodes applications with which Customer uses Managed Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Managed Services, and notify AudioCodes promptly of any such unauthorized access or use, (d) use the Managed Services only in accordance with this Agreement, Documentation, purchase orders and all applicable local, state, national, foreign and international laws and regulations. Any use of the Managed Services in breach of the foregoing by Customer that in AudioCodes' judgment threatens the security, integrity or availability of AudioCodes's Managed Services, may result in AudioCodes' immediate suspension of the Managed Services, however AudioCodes will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

5. **USAGE RESTRICTIONS.** Customer will not and will procure that its end-customers (if applicable) will not (a) make any Managed Services available to anyone, or use any Managed Services for the benefit of anyone other than as expressly stated in the SOW or in a purchase order or the Documentation, (b) use the Managed Services in any illegal way, store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (c) interfere with or disrupt the integrity or performance of any Managed Services or third-party data contained therein, (d) attempt to gain unauthorized access to the Managed Services or its related systems or networks, (e) permit direct or indirect access to or use of any Managed Services in a way that circumvents a contractual limit, or use the Managed Services to access or use any of AudioCodes intellectual property except as permitted under this Agreement, a purchase order, or the Documentation, (f) modify, copy, or create derivative works based on Managed Service or any part, feature, function or user interface thereof, (g) disassemble, reverse engineer, or decompile the Managed Services (h) make any changes to the Managed Services.

6. **TERM.**

6.1. **Term of the Agreement:** This Managed Services Agreement shall be effective for a period of Sixty (60) months from the Effective Date ("**Fixed Term**"). Thereafter, the Agreement shall continue for successive terms of twelve (12) months (the "Renewal Terms") unless a Party gives written notice of termination to the other Party at least three (3) months before the end of the Fixed Term or any Renewal Term thereafter.

6.2. **Term of a SOW:** During the Fixed Term and/or the Renewal Terms of this Agreement, the Parties may execute SOWs. The term of each SOW shall be defined within the SOW (**"SOW Term"**). Termination or expiration of the Agreement shall not affect a SOW executed by the Parties under this Agreement

prior to its termination or expiration (except for termination due to material breach of any of the Parties as detailed herein).

7. **TERMINATION** –

7.1. Except for material breach of this Agreement or a SOW by AudioCodes, Customer may not terminate or reduce the Managed Services provided under a SOW prior to expiration of the SOW Term. Termination of this Managed Services Agreement prior to the end of the Fixed Term or Renewal term or termination of a specific SOW prior to the end of the SOW Term shall be subject to termination fee equals to the one hundred percent (100%) of the payments remaining until expiry of the Fixed Term, Renewal term or SOW Term to be paid directly to AudioCodes, or to distributor/reseller, subject to section 2 above.

7.2. A Party may terminate this Agreement and any and all SOWs immediately if the other Party violates any provision of this Agreement and does not cure such a breach within 30 days from receipt of a written notice from the first Party or becomes bankrupt or insolvent. Notwithstanding the foregoing, AudioCodes may immediately terminate or suspend Customer's use of the Managed Services provided under any and all SOWs if Customer (i) fails to pay any applicable fees when due to AudioCodes or to the distributor/reseller, or (ii) breaches or otherwise fails to comply with this Agreement and fails to remedy the breach under (i) or (ii) within thirty (30) days of being so notified. Any termination of this Agreement under the terms of this section 6.2 shall also terminate the license granted hereunder for the use of Managed Services thus Customer shall cease using the Managed Services immediately upon termination date.

8. **EFFECT OF TERMINATION**. Upon termination or expiration, Customer shall return any equipment provided to AudioCodes, in its original package, in the same conditions Customer received it (standard use and wear accepted) and at AudioCodes expense. In case of early termination or termination for breach by Customer, the return of any equipment provided under this section will be at Customer's expense. Should any part of the equipment not be returned within thirty (30) days from expiration or termination, the Customer shall pay unreturned product fee, as detailed under AudioCodes current price list. Balances which remain unpaid five (5) business days after the due date may be subject to late charges as detailed in section 2 herein. The Customer agrees to pay all costs and expenses, including without limitation reasonable attorneys' fees, incurred by AudioCodes in collecting past due balances.

9. **PROPRIETARY RIGHTS.** Customer shall not copy any software, its manual(s) or written materials accompanying the Managed Services ("**Documentation**") except for reasonable number of copies of the operational manual in order to use the Managed Services. The Managed Services, software, and related Documentation and all intellectual property rights in and for the Managed Services and software are and shall at all times remain the sole and exclusive property of AudioCodes and are protected by applicable intellectual property laws and treaties and by international copyright law. AudioCodes expressly reserves all rights in the Managed Services and software not specifically granted to Customer. It is acknowledged that all right, title and interest in the Managed Services and the software will remain with AudioCodes and that the Managed Services, including the equipment provided (if any) is licensed on a subscription basis and not "sold" to Customer and the software use is subject to the terms of AudioCodes end user license agreement, as amended from time to time. In addition, Customer shall offer the Managed Services only under the names and using the marks provided by AudioCodes and under no other name or mark without AudioCodes' prior written consent. Use of AudioCodes' tradenames and trademarks shall be subject to AudioCodes' guidelines as provided to Customer from time to time. The parties agree that any publication or publicity intended for mass distribution, dissemination or publication referring to Customer as a reseller of AudioCodes or referring to the business, the Managed Services or trade names/marks of AudioCodes shall on each and every such occasion require the prior written approval of AudioCodes for each such

instance. AudioCodes can use the Customer's name and details in press releases, case studies and other marketing material.

OPEN SOURCE SOFTWARE. Portions of the software may be open source software and may be governed by and distributed under open source licenses, including the terms of the GNU General Public License (GPL), and terms of the Lesser General Public License (LGPL).

10. **WARRANTIES & DISCLAIMERS.** AUDIOCODES WARRANTS THAT THE MANAGED SERVICES AND SOFTWARE WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH AUDIOCODES' PUBLISHED SPECIFICATIONS (AS UPDATED FROM TIME TO TIME). AUDIOCODES DOES NOT GUARANTEE THAT THE MANAGED SERVICES AND SOFTWARE WILL ALWAYS BE AVAILABLE OR BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT AUDIOCODES WILL CORRECT ALL MANAGED SERVICES OR SOFTWARE ERRORS. CUSTOMER ACKNOWLEDGES THAT AUDIOCODES DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE MANAGED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

    EXCEPT FOR THE ABOVE WARRANTY THE MANAGED SERVICES AND SOFTWARE ARE PROVIDED TO THE CUSTOMER AND ACCEPTED BY CUSTOMER ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO TITLE, THE DESCRIPTION, QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, COMPLETENESS, THE SERVICES' FITNESS FOR A PARTICULAR PURPOSE, ETC. ALL SUCH WARRANTIES BEING EXPRESSLY EXCLUDED AND DISCLAIMED. THIS WARRANTY DOES NOT COVER, AND AUDIOCODES AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY FAILURE OR DEFECT AND THE RESULTING DAMAGE CAUSED BY THE USE OF THE MANAGED SERVICES. AUDIOCODES SPECIFICALLY DOES NOT WARRANT THAT THE MANAGED SERVICE OR SOFTWARE CONFORMS TO ANY APPLICABLE LAWS OR REGULATIONS AND INDICATES THAT NOTHING STATED OR IMPLIED BY AUDIOCODES, ITS AFFILIATES AND ITS REPRESENTATIVES IS TO BE CONSIDERED LEGAL ADVICE. FURTHER, AUDIOCODES ITS AFFILIATES AND ITS REPRESENTATIVES BEAR NO RESPONSIBILITY TO NOTIFY THE CUSTOMER OF ANY LAWS OR REGULATORY CHANGES WHICH MAY LIMIT USE OF THE MANAGED SERVICE OR SOFTWARE.

    NO WARRANTY SHALL APPLY TO DEFECTS, FAILURES, DAMAGE, OR LOSS RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE CAUSED BY: (i) CUSTOMER'S, ITS END-CUSTOMERS OR OTHER USER'S SYSTEM, OTHER EQUIPMENT OR ITS USE; (ii) ANY ACT OR OMISSION BY ANYONE OTHER THAN AUDIOCODES; (iii) INTERNET OR POWER SHORTAGES, IRREGULARITIES, OR FAILURES; (iv) MODIFICATION OF THE MANAGED SERVICES OR SOFTWARE BY ANYONE OTHER THAN AUDIOCODES; (v) OR ANY OTHER CAUSE BEYOND AUDIOCODES CONTROL.

11. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL AUDIOCODES OR ITS SUPPLIERS BE LIABLE TO THE CUSTOMER OR ITS END CUSTOMERS UNDER ANY LEGAL OR EQUITABLE THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE MANAGED SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, FOR ANY (I) INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PUNITIVE LOSS), (II) MATTER BEYOND ITS REASONABLE CONTROL, (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS OR (IV) DIRECT DAMAGES EXCEEDING ONE (1) YEAR'S SUBSCRIPTION FEES PAYABLE UNDER THE SPECIFIC SOW AT ISSUE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF CUSTOMER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FOR AVOIDANCE OF ANY DOUBT, AUDIOCODES SHALL BE LIABLE ONLY TO CUSTOMER AND SHALL BEAR NO LIABILITY TO ANY OF THE END CUSTOMERS.

12. **CONFIDENTIAL INFORMATION.** Any Confidential Information shall be held in confidence and shall not be disclosed or used by the receiving party or its personnel without the prior written consent of the disclosing party.

    Information shall not be deemed Confidential Information where the receiving party can document that the relevant Confidential Information: (a) was known to the receiving party before the time of receipt (as shown by documentary evidence); or (b) is or becomes generally known or generally available to the public other than by unauthorized disclosure by the receiving party; or (c) is lawfully obtained without restriction by the receiving party from a third party under no obligation of confidentiality; or (d) is independently developed by the receiving party without access to or violation of the Confidential Information (or any part thereof) of the disclosing party.

    REQUIRED DISCLOSURE. Nothing in this Agreement will prohibit the receiving party from disclosing Confidential Information of the disclosing party only to the extent legally required to do so by judicial or governmental order or by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process in a judicial or governmental proceeding; provided that the receiving party will (a) give the disclosing party prompt notice of such required disclosure prior to disclosure (unless it is prohibited from doing so), (b) cooperate with the disclosing party in the event that the disclosing party elects to contest such disclosure or seek a protective order with respect thereto, and (c) in any event, disclose only the minimum amount of Confidential Information specifically requested and required to be disclosed.

    The provisions of this paragraph will survive termination or expiration of this Agreement and will remain in full force and in effect for a period of five (5) years after termination or expiration of this Agreement.

13. **PROTECTION OF CUSTOMER DATA.** AudioCodes will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer's data, designed to prevent unauthorized access to or disclosure of Customer's data all as detailed in our DPA which is incorporated by reference and forms an inseparable part of this Agreement binding both Parties https://www.audiocodes.com/media/bshdhjni/audiocodes-as-a-processor-dpa.pdf. In the course of providing the Managed Services to Customer pursuant to the Agreement, AudioCodes may Process Personal Data (as such terms are defined under the GDPR) on behalf of Customer. Customer acknowledges and agrees that with regard to the Processing of Personal Data, Customer is the Controller and AudioCodes is the Processor. The Customer acknowledges and undertakes to comply with the applicable data privacy laws and regulations, especially but not limited to data retention periods and collection of the consent of the affected Data Subjects of Customer. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with data protection laws and regulations and AudioCodes shall not be under any obligation to verify compliancy. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. The Customer shall hold AudioCodes completely harmless in case of any claim by a third party in this respect, in particular of its users.

14. **FORCE MAJEURE.** Non-performance of either Party's obligations pursuant to this Agreement or delay in performing same shall not constitute a breach of this Agreement if, and for as long as, it is due to a force majeure event, including, but not being limited to, governmental action, or requirement of a governmental, regulatory or administrative authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, or any other obstacles that a Party is not able to overcome with reasonable efforts, or non-performance of obligations by a third party operator. If such force majeure event continues for more than one (1) month, either Party shall have the right to terminate this Agreement with immediate effect by written notice. In no event shall force majeure excuse non-payment for products and services already rendered.

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15. **MISCELLANEOUS** –

15.1. This Agreement constitutes the entire agreement between Customer and AudioCodes pertaining to the subject matter hereof and supersedes any and all written or oral agreements with respect to such subject matter.

15.2. This Agreement, and any disputes arising from or relating to the interpretation thereof, shall be governed by the laws of State of New York. The competent courts in the State of New York shall have the exclusive jurisdiction over any dispute that may arise in relation to this Agreement. The U.N. Convention on Contracts for the International Sale of Goods and the Unfair Contracts Act shall not apply to this Agreement. Any claim against AudioCodes will be brought within one (1) year after it arose or be barred.

15.3. This Agreement may be amended only by a written instrument executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable.

15.4. The failure of AudioCodes to act with respect to a breach of this Agreement by Customer or by others on its behalf does not constitute a waiver and shall not limit AudioCodes' rights with respect to such breach or any subsequent breaches.

15.5. Customer confirms and acknowledges it was brought to its attention that sale of the Managed Services may be subject to U.S. export laws and regulations and/or laws and regulations related to or administered by the Office of Foreign Assets Control in the U.S. Department of Treasury, or to the export laws and regulations of the State of Israel, as well as any other trade law restrictions applicable to either Party.

15.6. This Agreement is personal to Customer and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Customer) without AudioCodes' prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. AudioCodes expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

15.7. Each Party is entitled to engage subcontractors to assist it in the fulfillment of any of its obligations arising under this Agreement, but in such event such Party shall be liable for any breach of such obligations by its sub-contractors.

15.8. Neither Party shall be liable to the other Party's customers in any manner whatsoever. Each Party (the "Indemnifying Party") shall defend, indemnify and hold the other Party (the "Indemnified Party") harmless from and against, and reimburse the Indemnified Party with respect to any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and expenses (including reasonable attorney's fees of every nature whatsoever) incurred by the Indemnified Party by reason of or arising out of or in connection with any claim, proceeding or suit instituted by any of the Indemnifying Party's customers.

15.9. Any notice required or authorized under the Agreement to be served or given by either of the Parties shall be given in writing in English. Notices shall be served at the Parties' principal place of business as it appears in the Agreement. All notices shall be deemed to have been delivered when: (i) delivered in person; (ii) sent by registered or certified mail, postage prepaid; or (iii) sent by commercial courier with written verification of receipt.

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SIGNED BY THE PARTIES ON _____ 2026:

AudioCodes, Inc.

By: _____

Name: _____

Title: _____

Customer (Yuba County)

By: _____

Name: _____

Title: _____

Yuba County Information Technology

By: _____

Name: Mario Maldonado

Title: IT Manager

INSURANCE PROVISIONS APPROVED:

_____

Tiffany Manuel,
Human Resources Director and Risk Manager

APPROVED AS TO FORM

COUNTY COUNSEL

BY: _____