CS- 21 - 133

BOCC CONTRACT
APPROVAL FORM
(Request for Contract Preparation)

| CONTRACT
TRACKING NO. |
|---|
| Cm 3116 |

GENERAL INFORMATION

Requesting Department _____ Tech Services _____

Contact Person: _____ Corey Poore _____

Telephone: (904) 530-6052 Fax: (___) _____ Email: _Cpoore@nassaucountyfl.com_____

CONTRACTOR INFORMATION

Name: _____ Monsido, Inc _____

Address: __5880 Oberlin Dr. 6th Fl_____ San Diego_____ CA_____ 92121____
                                               City   State   Zip

Contractor's Administrator Name: ___Taylor Brunelle_____ Title: __Account Executive_____

Telephone: (619) 273-0126 Fax: (___) _____ Email: __tab@monsido.com_____

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)
Authorized Signatory Name: ___Taylor Brunelle_____
Authorized Signatory Email: ___tab@monsido.com_____

CONTRACT INFORMATION

Contract Name:___Monsido Web Governance Suite_____

Description: _____Website ADA Compliance_____
                        GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: __$3,700.00_____
APPROXIMATE IF NECESSARY

Source of Funds/Account: __549000_____ Termination/Cancellation: ____30 Day Notice_____

Authorized Signatory: ____Corey Poore_____
                        IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From:__01/01/2022_____to:___12/31/2022_____

Status:__X_New_____Renew_____Amend#_____WA/Task Order

How Procured:_Sole Source__Single Source__ITB____RFP____RFQ____Coop.____Other ___X___

If Processing an Amendment:
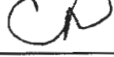
Contract #:_____Increased Amount to Existing Contract: _____

New Contract Dates:_____to_____Total or Amended Amount: _____

Continued on next page

CHECKLIST

Review/Complete before sending contract for final signature

Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. _____ 12/6/2021
   Department Head/Contract Manager   Date

2. Marshall Eyerman   12/6/2021
   Procurement   Date

3. Marshall Eyerman   12/6/2021
   Office of Mgmt & Budget   Date

   Clerk Finance verified

4. Denise C. May   12/6/2021
   County Attorney   Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Pope, AICP   12/6/2021
   County Manager   Date

RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

PROCUREMENT & CONTRACTS CHECKLIST

PROJECT/CONTRACT INFORMATION		
PROJECT/CONTRACT NAME: Monsido, Inc.		
REQUESTER: Corey Poore	**DEPT/DIV:**	Tech Services
TYPE: ☐FORMAL ☐INFORMAL ☑CONTRACT	**SPEC. CONSIDERATIONS:**	

SOLICITATION CHECKLIST	Included	Comments
Scope of Work	☐	
Drawings, Plans, or Technical Specifications *(if applicable)*	☐	Specify: Plans, drawings, etc - better to send too much
Time to Complete or Duration of Project	☐	
Budget/Funding Verified by OMB	☐	GL code:
Cost Estimate/Budget Allocation	$	CIP-Related? No
Insurance Requirements Verified by Risk Management	☐	
Remember that Req to Encumber and CAF will be required	☐	
Additional Vendors to Include?	No	Attach list *with email addresses*, if necessary
Department Head Reviewed and Approves?	No	

CONTRACTS CHECKLIST	Included	Comments
Scope of Work	✓	
Drawings, Plans, or Technical Specifications *(if applicable)*		Specify: Included in scope of work
Contract Duration	✓	
Budget/Funding Verified by OMB	✓	GL code: 549000
Price Quote from All Responding Vendors	✓	CIP-Related? No To be signed by CM
Requisition to Encumber and Contract Approval Form	✓	
Sole/Single Source or Other Documentation *(if needed)*	✓	
Vendor's COI Approved by Risk Management		Not Needed
E-Verify Compliance Verified or Required Docs Included	✓	
Department Head Reviewed and Approves?	Yes ▼	

COMPLIANCE AUDIT	
DATE: **COMPLETED BY:**	**AUDIT TYPE:** ○Internal ○Random ○External __Other _____
FINDINGS/OBSERVATIONS:	

IF ISSUES FOUND, SPECIFY ROOT CAUSE(S):

CORRECTIVE ACTION(S) TAKEN:

CA OWNER(S):	**COMPLETION VERIFIED:**

Accepted by Procurement & Contracts by/on:

CM3116

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS		DEPARTMENT
Monsido, Inc.		Tech Services
5880 Oberlin Dr. 6th Fl		
San Diego, CA 92121		REQUESTED BY
		Corey Poore

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE		AMOUNT AVAILABLE		STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	Website Compliance	549000		$ 144,090.00		Encumber Contract	N/A
ITEM NO.	DESCRIPTION		QUANTITY	UNIT PRICE	AMOUNT		
	Website ADA Compliance Scanning		1.00	$ 3,700.00	$ 3,700.00		
					$ 0.00		
					$ 0.00		
					$ 0.00		
					$ 0.00		
					$ 0.00		
					$ 0.00		
					$ 0.00		
					$ 0.00		
					$ 0.00		
	Enter additional information or details, as needed.						

ORIGINAL - FINANCE
COPY - DEPARTMENT

Shipping	$ 0.00	
Total	$ 3,700.00	

Department Head
I attest that, to the best of my knowledge, this requistition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

_____   _____

Office of Management and Budget
I attest that, to the best of my knowledge, funds are available for payment.

_____   _____

County Manager
I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

_____   _____

Clerk: _____
Date: _____

Revised 20210915 - Previous Versions Obsolete

CM3116

munis
a tyler erp solution

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Org code:      01132516   INFORMATION SERVICES              Type:      E
Object code:   549000     OTHER CURRENT CHARGES & OBLIGA    Status:      A
Project code:                                                Budgetary:   Y

   Fund          001    GENERAL FUND
   Department    132    MANAGEMENT INFORMATION SYSTEMS
   Function      516    NON-COURT INFORMATION SYSTEMS
   Major Functi  51     GENERAL GOVERNMENT SERVICES
                        *UNKNOWN*
                        *UNKNOWN*
                        *UNKNOWN*

Full description:  OTHER CURRENT CHGS            Short desc: OTHER CURR
Reference Acct:                                  Auto-encumber? (Y/N)   N
```

```
          --------- CURRENT YEAR MONTHLY AMOUNTS ----------
PER        ACTUAL        ENCUMBRANCE     BUD TRANSFER         BUDGET
00            .00               .00            .00               .00
01       6,245.80               .00            .00         86,621.00
02            .00               .00            .00               .00
03            .00               .00            .00               .00
04            .00          1,173.96            .00               .00
05       1,173.96         -1,173.96            .00               .00
06            .00          2,692.72            .00               .00
07            .00               .00            .00               .00
08            .00         19,830.50            .00               .00
09      12,673.83         -9,121.89            .00               .00
10      13,401.33          6,731.28            .00               .00
11      20,182.61        -11,092.61            .00               .00
12       9,040.00         -9,040.00            .00               .00
13            .00               .00            .00               .00
Tot:    62,717.53               .00            .00         86,621.00
```

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          ---------- CURRENT YEAR TOTAL AMOUNTS -----------
Actual (Memo)        62,717.53   Original Budget         86,621.00
Encumbrances              .00    Budget Tranfr In              .00
Requisitions             .00     Budget Tranfr Out            .00
 Total               62,717.53   Carry Fwd Budget             .00
Available Budget     23,903.47   Carry Fwd Bud Tfr            .00
Percent Used            72.40    Revised Budget          86,621.00

Inceptn to SOY            .00    Inceptn Orig Bud             .00
                                 Inceptn Revsd Bud            .00

Encumb-Last Yr            .00    DEPT REQ                86,621.00
Actual-Last Yr            .00    REQUESTED               86,621.00
Estim-Actual              .00    RECOMMENED              86,621.00
                         .00     FINAL                   86,621.00
                                                              .00
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CM3116

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                          LAST YEAR MONTHLY AMOUNTS
PER          ACTUAL        ENCUMBRANCE              BUDGET
00              .00                .00                 .00
01         7,995.81                .00          102,265.00
02         1,750.01           4,081.92                .00
03         2,331.91          -4,081.92                .00
04              .00           8,578.71                .00
05        10,378.71          -8,578.71                .00
06            70.09                .00                .00
07              .00          13,195.99                .00
08        13,195.99         -13,195.99                .00
09           187.91                .00                .00
10         2,857.00                .00                .00
11              .00          30,064.37                .00
12        38,546.14         -30,064.37           -7,107.00
13              .00                .00                .00
Tot:      77,313.57                .00           95,158.00
```

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          ----------- PRIOR YEARS TOTAL AMOUNTS -----------
2020 Actual          77,313.57   2020 Orig Budget      102,265.00
2020 Closed @ YE     77,313.57   2020 Bud Tfr In              .00
2020 Encumbrance           .00   2020 Bud Tfr Out       -7,107.00
2020 Memo Bal        77,313.57   2020 C Fwd Budget            .00
2019 Actual          64,330.96   2020 Revsd Budget      95,158.00
2018 Actual          34,098.40
2017 Actual          34,037.89   2019 Orig Budget       71,190.00
2016 Actual                .00   2019 Revsd Budget      70,396.00
2015 Actual           2,580.60   2018 Orig Budget       58,665.00
2014 Actual          34,272.00   2018 Revsd Budget      58,665.00
2013 Actual                .00
2012 Actual                .00   2020                    0.00
2011 Actual                .00   2019                    0.00
                                 2018                    0.00
```

```
          -------------- FUTURE YEAR AMOUNTS --------------
PER     2022 BUDGET                              BUDGET
00              .00    2022 DEPT REQ         138,190.00        .00
01       144,090.00    2022 REQUESTED        144,090.00        .00
02              .00    2022 RECOMMENED       144,090.00        .00
03              .00    2022 FINAL            144,090.00        .00
04              .00    2022                         .00        .00
05              .00    2022 Revised          144,090.00
06              .00    2023 Estimate                .00        .00
07              .00    2024 Estimate                .00        .00
08              .00    2025 Estimate                .00        .00
09              .00    2026 Estimate                .00        .00
10              .00
11              .00    2022 Memo Bal           3,024.00
12              .00    2022 Encumbrance             .00
13              .00    2022 Requisition             .00
Tot:     144,090.00
```

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          ---------------- ACCOUNT NOTES ----------------
```

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          ** END OF REPORT - Generated by Tonya Wood **
```

monsido.

Monsido, Inc.
5880 Oberlin Dr. 6th Fl
San Diego, CA 92121

Customer: Nassau County, Florida
Quote number: 26710082
Offer valid through: November 30, 2021
Prepared by: Taylor Brunelle

Monsido Web Governance Suite

Service Description

Monsido is an online tool suite which scans your website once every 7 days or when you request an on-demand scan (up to the specified number of on-demand scans included in your plan). After each scan, a status report about your website's condition will be sent to you via email. Scan information can also be accessed in the Monsido dashboard. The intuitive dashboard contains numerous tools which allow you and unlimited team members to find and solve issues and make improvements related to Quality Assurance (QA), Accessibility, Search Engine Optimization (SEO) and Web Governance.

Some of Monsido's notable features include:

- Weekly scan with report sent via email
- On-demand scans when you need them
- User-friendly intuitive dashboard
- Unlimited users and ability to assign roles
- Prioritized error reporting based on page views
- Free live support and training

About Monsido

Monsido's goal is to help organizations of all types and sizes make website management and maintenance both easier and more affordable by providing them with smart and easy-to-use solutions. Monsido has a global presence with offices in Australia, Denmark, and the United States.

Service module descriptions

All modules may not be included in the selected plan.

Website Quality Assurance

The Monsido Quality Assurance module finds issues on your website which may affect user experience, such as misspellings, broken links, readability issues and other inconsistencies. It also provides you with an overview of all files on your website and allows you to track scripts to make sure they are correctly installed.

Document Scanning

The Document Scanning module checks your PDFs, Word, PowerPoint and RTF documents for broken links. With this module enabled Content Policies also check the aforementioned document types.

Search Engine Optimization (SEO)

The SEO module automatically finds technical issues on web pages which may affect search engine rankings, such as missing or duplicate title tags, heading tags, or alt text on images. It can also find content-related issues, such as content which is too short. The SEO module not only alerts you to these errors and improvement possibilities, but also has in-tool suggestions on how to fix the issues.

HTML Accessibility (WCAG 2.0/2.1 A, AA, AAA)

Make sure your website is in compliance with WCAG 2.0/2.1 A, AA, and AAA guidelines so everyone has a good experience while on your website. Monsido will scan your website and locate accessibility issues. With our in-app fix recommendations, accessibility issues are now easier to understand and fix to get your website up to standards.

PDF Accessibility Tracking

Monsido PDF Accessibility Tracking Tool lists all scanned PDF files linked from the scanned website (both internal PDFs and PDFs linked to on external websites). This enables customers to review each PDF file in order to ensure compliance for the file in question. With the Monsido PDF Accessibility Tracking Tool, customers can ensure that every listed file is thoroughly tested and remediated without subjecting to the risks arising from incomplete compliance testing done by tools that are not able to test all aspects of PDF accessibility.

PDF Accessibility Testing

The Monsido PDF Accessibility Testing Tool provided by Commonlook lists all scanned PDF files linked from the scanned website (both internal PDFs and PDFs linked to on external websites) and enables the customer to queue them for testing for WCAG 2.0 issues.

Uptime

The Uptime feature checks your website's response every 5 minutes and shows the result in graph form. The feature allows you to set up real-time alerts for problems such as slow response or crashes.

Readability Testing

Monsido will test the Readability level for scanned pages and make the results available in the reports. Adjusting readability levels for the target audience ensures that content is read and understood by the website's visitors.

Heatmaps

The Monsido Heatmaps feature provides detailed information about where website visitors spend time on your website"s pages, shows visitor behavior and more. With Heatmaps, it is very easy to choose the page(s) to track through the Heatmaps dashboard.

Analytics

The Monsido Analytics feature provides detailed information about the number of website visitors, visitor behavior, keywords, popular web pages, and more. Monsido Analytics is very easy to use and understand through the intuitive dashboard.

Policies

The Monsido Policy feature allows you to set up policies for your site and search all crawled pages for violations and specific content, such as words, strings of words, email addresses, or employee names.

PageAssist

The Monsido PageAssist™ feature allows you to add a personalization button to your website which allows your website visitors to tailor the web page they're on to their individual needs.

PageCorrect

PageCorrect™ allows you to work efficiently by correcting quality assurance and accessibility errors directly via the Monsido platform without having to login to your content management system.

Data Privacy Module

The Data Privacy module allows you to take control of the data on your website and demonstrate your efforts to be compliant with existing data privacy standards. The easy-to-use module allows you to automate the management of your website's personal data by scanning your domain in order to identify and categorize potential privacy issues.

Scans and Automated Reporting

Monsido will scan website pages which are publicly-accessible (up to the number of pages included in your plan and available using web-crawling methods) every 7 days. Your plan also includes a specific number of on-demand scans which can be performed as needed. After each scan, an automated report will be sent to you via email.

Support and Training

We offer premium support with white glove service on most of our service plans. Our goal is to respond to any support requests within 24 business hours. On most plans, we also provide free user training for your entire team. Support can be reached through our industry leading In-App chat, email, telephone or one-on-one webinar screen share.

Access to the Monsido Tool

The features and services described above can be accessed by logging in to Monsido at login.monsido.com with each user's individual login. The customer admin can control access to Monsido by creating new users, deleting users, and editing access privileges through the online interface.

Services Order Form

Customer name: Nassau County, Florida	Contact: Corey Poore
Address: Florida, United States	**Phone:**
	Email:

Selected Service:

Web & Accessibility Compliance 2k

Service Capacity: The Services Fee shall include

- ☑ Quality Assurance and On-page SEO audit
- ☑ Domain(s) scanned every **7 days** for the duration of the term
- ☑ Up to **30** domains scanned and **unlimited** authorized users
- ☑ Scanning of up to **2,000** HTML pages (and documents if document scanning is selected)
- ☑ Scanning of documents for broken links (PDFs, Word, PowerPoint, and RTF files)
- ☑ **100** on-demand scans available per month
- ☑ Customer support
- ☑ Uptime monitor response check every **5** minutes
- ☑ Policy compliance testing
- ☑ Collaboration features (Domain groups, User/Domain access, CMS integration)
- ☑ Web-analytics (**10M** page views included per year)
- ☐ Heatmaps
- ☑ HTML Accessibility checking (WCAG 2.0/2.1 - A, AA, AAA)
- ☑ PageAssist module for webpage personalization
- ☐ PageCorrect module for quickly addressing issues on-the-spot from the Monsido platform
- ☑ PDF Accessibility testing of up to **500** PDFs (WCAG 2.0/2.1) per year
- ☑ Performance testing of up to **3** HTML pages
- ☐ Data Privacy testing of HTML pages
- ☐ Consent Manager - enable Cookie Consent options on websites

Service fees

The service fee for this agreement, subject to the terms of Section 4 of the Terms of Service, is:

☑ For a 1-year Term: **USD 3,700/year**
(Please check the term length that applies)

This offer is valid through November 30, 2021.

SaaS services agreement

This **SOFTWARE AS A SERVICE AGREEMENT** ("the Agreement") is entered into on this _____ day of _____, 20__, (the "Effective Date") between Monsido, Inc., a Florida corporation with a principal place of business located at 5880 Oberlin Dr. 6th Fl, San Diego, CA 92121, ("Service Provider"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms of Service and Data Protection and Privacy Policy Statement (located at https://bit.ly/3l5quOH) and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

For Customer:

Signature: _____

Print name: _____

Job Title: _____

To accept this agreement, please complete and return it before November 30, 2021. Pricing and conditions may be subject to change thereafter.

Accounts Payable Information

Invoices are sent via email to the email address you provide below. Please also enter your accounts payable's name and phone number.

Name: Tech Services

Email: Techservices@nassaucountyfl.com

Phone number: 904-530-6050

Term start date: 01/01/2022

Customer information for use on invoice

Company name: Nassau County

Street address: 96135 Nassau Pl suite 7

City and State: Yulee, FL

Zip code: 32097

Purchase order number: (NOT required)   _____

TERMS OF SERVICE

For reviewing lawyer: Monsido has very strict redlining policies. Please request a redlining guide from the Account Executive listed under "Prepared by" on page 1 before making any changes to this document.

SECTION I: DEFINITIONS

As used herein, the following terms shall have the following definitions:

a) References to "Customer" mean a registered User of the Services.

b) References to "Customer Website" mean those publicly-available pages of Customer's Website.

c) References to "Dispute" mean any claim, conflict, controversy, disagreement between the Parties arising out of, or related in any way to, these Terms (or any Terms, supplement or amendment contemplated by these Terms,) including, without limitation, any action in tort, contract or otherwise, at equity or at law, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, performance, termination, interpretation or enforcement of these Terms or any Terms contemplated by the Terms.

d) References to "Effective Date" mean the date first set forth above.

e) References to "Material Breach" mean any breach of these Terms upon the occurrence of which a reasonable person in the position of the non-breaching Party would wish to immediately terminate these Terms because of that breach.

f) References to an "Order Form" mean an Order Form attached to these Terms of Service and signed by a Customer.

g) References to the "Services" mean any and all services offered by Service Provider, including but not limited to those Web governance and Web page crawling services provided to Service Provider's Customers and any add-on services as set forth on the Order Form.

h) References to the "Terms" and/or "Agreement," mean this, these Terms of Service as set forth herein.

i) References to "Service Provider" and/or "Monsido," mean Monsido, Inc., and its subsidiaries, parents and affiliates.

j) References to the "Web site" mean the Web sites bearing the URL http://www.monsido.com and app.monsido.com as well as any other Web site owned and/or operated by Service Provider related to the Services.

SECTION II: GENERAL PROVISIONS

2.1. About the Services. Service Provider provides an online tool suite and optional add-on services to scan the Customer's Web site once every seven (7) days, or more frequently, if requested and included in Customer's plan as set forth on the Order Form. Each scan shall produce a status report via email, which is thereafter accessible via the online dashboard available via the Web site. Via this same dashboard, Customer can also grant access to an unlimited number of permitted users within its own organization (each an "Authorized User,") to find and solve issues and make improvements related to Quality Assurance ("QA,") Search Engine Optimization ("SEO") and Web Governance. A current list of the Services provided via the tool suite can be found online at http://monsido.com/features/ and is subject to change from time-to-time, without notice, and pursuant to Service Provider's sole and exclusive discretion. Notwithstanding the foregoing, in the event that such features are downgraded, Customer shall have the option to terminate this Agreement without penalty. In addition to the tool suite, Customer may purchase additional add-on tools, including but not limited to the PageAssist software widget and the PageCorrect feature.

2.2. Reliance on the Services; Assumption of the Risk. Customer acknowledges that the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Customer acknowledges further that any reliance on the Services is at Customer's own risk.

2.3. Restrictions and Responsibilities. In addition to the other restrictions on use set forth herein, Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Service Provider or authorized within the Services); or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party. Further, Customer may not remove or export from the United States or any other authorized territory or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, the EU embargoed countries list set forth by the E.U. Common Foreign and Security Policy, or any other United States or European Union or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Service Provider's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.4. Restriction on Pages and Information Scanned. The Services are intended to be used to scan only Customer's public-facing web pages. For the avoidance of doubt, in no event shall Customer utilize the Services to scan private areas of Customer's Web sites, such as those areas that are password protected or contain private information about Customer and/or its users, employees, contractors, officers, directors, and/or other agents. In the event Customer so utilizes the Services in such a manner, Customer agrees and acknowledges that Monsido shall not be held liable for any damages arising from or related to the same, including but not limited to damages that may arise related to the failure to comply with data protection rules and regulations. Customer shall utilize the Software to scan only those URLs and domains belonging to Customer and/or for which Customer has a license to operate and manage the same. In no event shall the Software be used to scan URLs and domains outside of Customer's control or otherwise in bad faith. To the extent permitted by law, Customer shall defend, indemnify, and hold harmless Monsido for any and all damages related to or arising from Customer's breach of this provision.

2.5. System Updates. The Services will include all updates and new versions of the Software for no additional price increases through the duration of the Term. In the event Service Provider releases new services, products or modules, which were not a part of Customer's original service plan, Customer may elect to add such services, products or modules to its plan upon the payment of additional fees.

2.6. Technical Support. Service Provider will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm U.S. Pacific time, with the exclusion of U.S. Federal Holidays ("Support Hours.") Customer may initiate a helpdesk ticket during Support Hours by calling +1 858-281-2185 (United States Customer,) +44 20 3808 5496 (European Customer,) or +45 89 88 19 15 (Scandinavian Customer,) via email at info@monsido.com or via chat support available online at https://monsido.com/services/help-center. Customer may also send us a message at any time via our support ticket system on Customer's Account dashboards or via the form available at http://monsido.com/contact/. Service Provider will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. We further provide technical support and product training as well as help center support. For more information see http://monsido.com/services/product-training/ and http://monsido.com/services/help-center/, respectively.

SECTION III: ACCOUNTS, USE OF THE SERVICES

3.1. Online Accounts. Customer shall be given the opportunity to register via an online registration form to create an account, (hereinafter Customer's "Account,") that will allow Customer and Customer's Authorized Users to receive information from Service Provider and/or to participate in certain features of the Services. Service Provider will use the information Customer provides in accordance with Service Provider's Data Protection and Privacy Policy Statement, attached hereto. Customer represents and warrants that all information Customer provides on the registration form is current, complete and accurate to the best of Customer's knowledge. Customer agrees to maintain and promptly update Customer's registration information so that it remains current, complete and accurate. During the registration process, Customer may be required to choose a password. Customer acknowledges and agrees that Service Provider may rely on this password to identify Customer. Customer is responsible for all use of Customer's Account as well as any action taken thereunder by an Authorized User, regardless of whether Customer authorized such access or use, and for ensuring that all use of Customer's Account complies fully with the provisions of these Terms of Service.

3.2. Multiple Accounts. Transfer Prohibited. Customer shall not have more than one (1) Account and shall not sell, trade or transfer that Account to any other person or entity.

3.3. Right to Monitor. Service Provider shall have the right to monitor Customer's Account in Service Provider's sole and exclusive discretion.

3.4. Customer Responsibilities. Customer shall ensure that any of Customer's Web sites are compatible with the Service Provider's tools. If Customer is using an AJAX application, the AJAX application must be designed to allow a crawler to access its content. Customer must use a current version of a major internet browser (e.g. Firefox, Chrome, Safari, Internet Explorer, Edge or some similar, well-known browser.) Regardless of the Web browser or coding language used, Customer shall ensure that the Service Provider's crawler is not blocked by any of the Customer's technology.

3.5. Data Confidentiality. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Service Provider includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Service Provider to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance or development of the Services or as otherwise permitted herein or in the Service Provider's Data Protection and Privacy Policy Statement, attached hereto) or divulge to any third person any such Proprietary Information, unless required by law. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Customer shall own all right, title and interest in and to the Customer Data. Service Provider shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, Customer feedback or technical support, except for any pre-existing intellectual property rights owned by Customer and (c) all intellectual property rights related to any of the foregoing. Nothing in this provision shall be read to require Customer to provide any feedback. Notwithstanding anything to the contrary, Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Service Provider offerings. No rights or licenses are granted except as expressly set forth herein.

3.6. Service Levels. The Services shall be available Ninety-Nine Percent (99.0%) of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Service Provider's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Service Provider's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Service Provider will credit Customer Five Percent (5%) of the service fees for each period of sixty (60) or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Service Provider) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Service Provider in writing within three (3) business days from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of service fees in any one (1) calendar month in any event. Service Provider will only apply a credit to the month in which the incident occurred. Service Provider's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Service Provider to provide adequate service levels under this Agreement.

SECTION IV: FEES; TERMS OF PAYMENT; REFUNDS

4.1. Service Fee. Subject to the terms of the Order Form together with any trial offer set forth thereon, Customer must pay the service fee and any additional add-on service fee each year during the Term in advance. Payment of the first (1st) service fee shall be due and owing as set forth in Section 4.3 of this Agreement. Service Provider reserves the right to change the service fee, or any other applicable fees and charges and to institute new charges and service fees at the end of the Initial Term or then current renewal term, upon thirty (30) calendar days' prior notice to Customer (which may be sent by email).

4.2. Invoicing. All service fees as set forth herein shall be pre-paid, in full, on a monthly, annual or per-Term basis, (the "Billing Cycle,") as set forth on the Order Form, on the first (1st) day of the Billing Cycle, where the first (1st) day of the first (1st) Billing Cycle shall be the Effective Date set forth in the Software as a Service Agreement entered into by and between the parties. Payment shall be due and owing, in full, within thirty (30) calendar days of the Billing Date.

4.3. Form of Payment. Payment shall be made by Automated Clearing House ("ACH") or wire transfer, check, or reoccurring credit/debit card payment. A W9 form is available upon request.

4.4. Taxes. Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider as a result of Customer's payment of any and all fees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of these Terms shall be paid or withheld by Service Provider. To the extent such taxes apply to Customer, Customer is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to Customer's subscription and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Order Form, all fees, rates, and estimates exclude sales taxes and/or any indirect taxes including, but not limited to, VAT/GST/JCT. If Monsido believes any such tax applies to Customer's subscription and Monsido has a duty to collect and remit such tax, the same may be set forth on an invoice to Customer unless Customer provides Monsido with a valid tax exemption certificate, direct pay permit, or multi-state use certificate, and shall be paid by Customer immediately or as provided in such invoice. Customer shall indemnify, defend, and hold harmless Monsido and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Customer, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Monsido to remit amounts collected for such purpose from Customer. Monsido is solely responsible for taxes based upon Monsido's net income, assets, payroll, property, and employees.

4.5. Suspension of Services. In the event a balance remains unpaid by Customer thirty-one (31) calendar days following the first (1st) day of the Billing Cycle for the Fees set forth above, Customer agrees and acknowledges that the Services shall be automatically suspended, without notice, until such payments are made, in arrears. Unpaid amounts are subject to a finance charge of One-and-a-Half Percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

4.6. Refunds. Due to the electronic nature of the Services, in no event other than material breach of these Terms by Service Provider shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior the end of the Term, Customer's failure to utilize the Services, or Service Provider's failure to meet any Service Level as set forth herein unless such failure is intentional or malicious.

SECTION V: TERM AND TERMINATION

5.1. Term and Termination: Renewals. These Terms are legally binding as of the Effective Date and shall continue for a term as set forth in the Order Form or until otherwise terminated as provided for herein, (the "Initial Term.") Following the Initial Term and unless otherwise terminated as provided for herein the Term shall automatically renew for successive terms, (each, a "Renewal Term,") with the Service Fees due under this Renewal Term shall be (i) the Service Provider's then-current Service Fees for the Services; or (ii) the Service Fee of the previous Term or Renewal Term plus three percent (3%); provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. Without limiting the right of a party to terminate these Terms, a party may terminate this Agreement for convenience upon prior written notice to the other party with no fewer than thirty (30) calendar days prior written notice. Further, without limiting the right of a party to immediately terminate these Terms for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non breaching party may terminate these Terms for cause as of a date specified in such notice. The Initial Term may be modified by agreement of the parties via the Order Form in which case the Term set forth on the Order Form shall control.

5.2. Payments upon Termination. In the event that Customer terminates use of the Services, except for in instances of Service Provider's material breach of these Terms, prior to the end of the Term, the remainder of the service fees and other fees shall immediately become due and owing and shall be paid in full no later than thirty (30) calendar days days following Customer's notice of termination. In no event shall any fees paid be refunded, in whole or in part, for any reason or no reason whatsoever, where Customer terminates use of the Services prior the end of the Term, Customer failures to utilize the Services, or Service Provider fails to meet any Service Level as set forth herein unless such failure is intentionally or malicious. Notwithstanding the forgoing, in the event of termination by Service Provider without cause, Service Provider shall refund to Customer any pre-paid fees, pro-rata, from the date of termination.

SECTION VI: DISCLAIMERS; LIMITATIONS OF LIABILITY

6.1. DISCLAIMER OF WARRANTY. Service Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Service Provider or by third-party providers, or because of other causes beyond Service Provider's reasonable control, but Service Provider shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL.

6.2. LIMITATION OF LIABILITY. SUBJECT TO THE LAST SENTENCE OF SECTION 6.1 ABOVE, (A) CUSTOMER AGREES THAT USE OF THE SERVICES (INCLUDING ANY RELATED SOFTWARE PRODUCT PROVIDED BY SERVICE PROVIDER PURSUANT TO THESE TERMS OF SERVICE) IS AT CUSTOMER SOLE RISK. NEITHER SERVICE PROVIDER NOR SERVICE PROVIDER'S AFFILIATES NOR ANY RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED. (B) SUBJECT TO THE LAST SENTENCE OF SECTION 6.1, ANY DOWNLOADABLE SOFTWARE, PRODUCTS OR OTHER MATERIALS, WITHOUT LIMITATION, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AGAINST INFRINGEMENT, PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE. (C) ALTHOUGH ALL INFORMATION AND MATERIALS PROVIDED VIA THE SERVICES ARE BELIEVED TO BE RELIABLE, SERVICE PROVIDER MAKES NO REPRESENTATIONS, NEITHER EXPRESSLY NOR IMPLIEDLY, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE SERVICES. (D) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER, SERVICE PROVIDER'S EMPLOYEES, SUBSIDIARIES, PARENTS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR MEMBERS, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT (EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE), INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES. (E) SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER'S CUSTOMER DATA INFORMATION EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE AS TO NON-CONFORMITY WITH INDUSTRY DATA PROTECTION STANDARDS. BY UTILIZING THE SERVICES CUSTOMER ACKNOWLEDGES AND AGREES TO SERVICE PROVIDER'S DISCLAIMER OF ANY SUCH LIABILITY. (F) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, SERVICE PROVIDER'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF SERVICE PROVIDER'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO CUSTOMER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES CUSTOMER PAYS TO SERVICE PROVIDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) ONE THOUSAND U.S. DOLLARS AND NO/CENTS ($1,000.00,) WHICHEVER IS GREATER. (G) FOR THE AVOIDANCE OF DOUBT, THE FORGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SHALL APPLY TO ANY AND ALL ADDITIONAL SOFTWARE PRODUCTS, TOOLS, OR WIDGETS ("OPTIONAL SOFTWARE PRODUCTS.") BY PURCHASING THE SAME, CUSTOMER AGREES AND ACKNOWLEDGES THAT THE MISUSE OF SUCH OPTIONAL SOFTWARE PRODUCTS MAY POSE SIGNIFICANT RISK TO CUSTOMER AND CUSTOMER'S END-USERS, AND CUSTOMER HEREBY ACCEPTS FULL LIABILITY FOR THE SAME, SUBJECT TO THIS SECTION 6.2. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN CUSTOMERS. The above limitations shall survive these Terms and inure to the benefit of Service Provider and Service Provider's employees, subsidiaries, parents, agents, partners, third-party content providers, vendors and their respective directors, officers, and members.

SECTION VII: GOVERNING LAW; ARBITRATION

7.1. Governing Law. These Terms shall be governed and construed in accordance with the laws of the state of Florida without regard to its conflicts of law provisions. Customer agrees to submit to the personal jurisdiction of the courts located in Broward County, Florida, and any cause of action that relates to or arises from these Terms and/or the Services must be filed therein unless subject to the binding arbitration provisions of Section 7.2, infra.

7.2. Arbitration. The Parties agree that any dispute concerning, relating, or referring to these Terms and/or the Services shall be resolved exclusively by binding arbitration in accordance with the substantive laws of the state of Florida and shall be brought for arbitration in Broward County, Florida, pursuant to the rules of the American Arbitration Association. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the

interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Nothing herein prevents either Party from seeking any interim injunction it deems necessary in order to preserve the status quo prior to the resolution of any dispute, in any jurisdiction.

SECTION VIII: INTELLECTUAL PROPERTY

8.1. Ownership. All proprietary software, third party licensed software, software libraries, services, methodologies, techniques, algorithms, tools, materials, products, ideas, designs, and know-how used by Service Provider in providing the Services (including all reports and their copies, enhancements, modifications, revisions, and derivative works of any of the foregoing) and deliverables (whether oral or written) are, and shall remain, the sole and exclusive property of Service Provider. Nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third party software or products from Service Provider to Customer.

8.2. Grant of License by Customer. Service Provider reserves the right to reference Customer on public customer lists and to use Customer's name and logo on the Service Provider's Web site for marketing purposes. Additionally, Service Provider may request the use of Customer's name and/or logo in press releases, advertising material and other promotional material. Any such intent for use of Customer marks will be presented to the Customer in advance.

8.3. Grant of License by Service Provider. In consideration of the payment of the service fee, subject to the terms and conditions hereof and for the duration of the Term, Service Provider grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the software and Services.

8.4. Restriction on Grant of License. Section 8.3, supra, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of Monsido. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only, and understands and agrees that any other use shall be considered fraud.

SECTION IX: THIRD-PARTY ADVERTISEMENTS, PROMOTIONS, AND LINKS

9.1. Use of Third-Party Tools, Services, and Products. We may provide you with access or refer you to Third-Party tools, services, and products over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to or refer you to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional Third-Party tools, services or products. Any use by you of optional tools, products, or services offered through the Services or otherwise referred to you by us is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools, services, and products are provided by the relevant Third-Party provider(s).

SECTION X: MISCELLANEOUS

10.1. Authority. Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such Party and enforceable in accordance with its Terms.

10.2. Waiver. Any waiver of a right under these Terms of Service shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

10.3. Force Majeure. Service Provider shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of God or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond our control, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, pandemics, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). Service Provider shall use all reasonable efforts to notify Customer of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

10.4. Assignment. Service Provider shall have the right to assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any wholly-owned subsidiary, parent company, or affiliate after notifying Customer as provided for herein. Notwithstanding the forgoing, Services Provider shall not assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any other third party except for as referenced above without providing thirty (30) calendar days' written notice to Customer who shall have the option to terminate the Agreement at its option. In the event Customer divests all or any part of its businesses to a third party (whether direct or indirect or by sale, merger, consolidation, or otherwise) or reorganizes its businesses, Customer may assign or duplicate its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both Customer and such third party. No terms added to any purchase order issued by the Customer shall have any force or effect unless expressly consented to, in signed writing, by an authorized representative of Service Provider. In the event Service Provider does so expressly consent to such PO terms, this Agreement shall control.

10.5. Rights of Third Parties. These Terms do not give any right to any Third Party unless explicitly stated herein.

10.6. Relationship of the Parties. The Parties are independent contractors under these Terms, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither Party has authority to enter into Terms of any kind in the name of the other Party.

10.7. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

10.8. Notices. Except as explicitly stated otherwise, any notices shall be given by postal mail to the address first set forth above, as amended from time-to-time.

10.9. Entire Agreement. This Agreement, together with the Order Form, Appendices, and Software as a Service Agreement represents the complete and exclusive statement of the Agreement between the Parties as to the subject matter hereof. No other Agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the Parties concerning this Agreement.

Certificate Of Completion

Envelope Id: 0BE6FB9F0CB842CBBDD2DC378FFDCD0A

Subject: Please DocuSign: Request for Legal Serives - Monsido, Inc_$3,700.00

Source Envelope:

Document Pages: 17   Signatures: 6   Envelope Originator:

Certificate Pages: 6   Initials: 0   Tonya Wood

AutoNav: Enabled   twood@nassaucountyfl.com

EnvelopeId Stamping: Enabled   IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Record Tracking

Status: Original   Holder: Tonya Wood   Location: DocuSign

12/3/2021 10:30:18 AM   twood@nassaucountyfl.com

Signer Events	Signature	Timestamp
Corey Poore cpoore@nassaucountyfl.com IT Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	*CP* Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 12/3/2021 11:19:11 AM Viewed: 12/6/2021 3:40:47 PM Signed: 12/6/2021 3:40:50 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marshall Eyerman MEyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	*Marshall Eyerman* Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 12/6/2021 3:40:53 PM Viewed: 12/6/2021 4:18:53 PM Signed: 12/6/2021 4:19:15 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marshall Eyerman MEyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	*Marshall Eyerman* Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 12/6/2021 4:19:18 PM Viewed: 12/6/2021 4:19:47 PM Signed: 12/6/2021 4:19:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	*Denise C. May* Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 12/6/2021 4:37:52 PM Viewed: 12/6/2021 5:15:44 PM Signed: 12/6/2021 5:15:46 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	Taco E. Pope, AICP Signature Adoption: Pre-selected Style Using IP Address: 174.212.45.101	Sent: 12/6/2021 5:15:48 PM Viewed: 12/6/2021 5:34:44 PM Signed: 12/6/2021 5:35:02 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)	Clerk Finance received Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	Sent: 12/6/2021 5:35:04 PM Viewed: 12/7/2021 9:25:42 AM Signed: 12/7/2021 9:25:54 AM
Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Michael Mullin mmullin@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	**COPIED**	Sent: 12/6/2021 4:37:53 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Clerk Admin ClerkServicesBOCC@nassaucountyfl.com Security Level: Email, Account Authentication (None)	**COPIED**	Sent: 12/7/2021 9:25:57 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
RLS Distro RLS@nassaucountyfl.com Security Level: Email, Account Authentication (None)	**COPIED**	Sent: 12/7/2021 9:25:57 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
RLS Distro RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None)	**COPIED**	Sent: 12/7/2021 9:25:58 AM Viewed: 12/8/2021 8:24:05 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 12/7/2021 9:25:59 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/3/2021 11:19:11 AM
Certified Delivered	Security Checked	12/7/2021 9:25:42 AM
Signing Complete	Security Checked	12/7/2021 9:25:54 AM
Completed	Security Checked	12/7/2021 9:25:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.

CS-21-133

CM3116

REQUEST FOR LEGAL SERVICES - CONTRACTS

DATE OF REQUEST: 12/03/2021	DEPT/DIV: Tech Services
REQUESTER(S): Corey Poore	EXTENSION/EMAIL: 6052/cpoore@nassaucountyfl.com

VENDOR/CONTRACTOR NAME: Monsido, Inc.

TITLE OF ITEM OR DOCUMENT: Monsido Web Governance Suite

FILE NAME (in Contract Management drive):

CONTRACT tracking No. (assigned by Amber C.):

SERVICE REQUIRED:
☐ Pre-Approval ☐ Approve as to Form ☐ Insurance Approval
☑ Review and Advise for Contracts ☐ Other,

Please Select One:
☑ The attached documents **have not** been modified from the approved templates.
☐ The attached documents **have** been modified from the approved templates. (Describe Below)

DESCRIBE REASON/DEADLINES IF RUSH REQUESTED:

SERVICES REQUESTED: Include specific legal issues or questions to be addressed, provide all relevant background information, and attach all necessary documents. For quicker review, redline any proposed modifications and identify/tab all signature pages.

Please review for contract eligibility.

For County Attorney Office Use Only

DATE:	LOGGED BY:		ASSIGNED TO:	
CA MATTER NAME:				
ATTORNEY RESPONSE/COMMENTS:				
☐ Insurance Approved By: Date:	☐ Contract Approved By: Date:	☐ See Attached By: Date:		☐ See Comments By: Date:
Comments:				

Version 4/28/21