BIBLIO COMMONS

Order #: 00001764

Fulton County, Georgia, on behalf of:

Fulton County Library System

One Margaret Mitchell Sq
Atlanta, Georgia 30303-1089
United States

Date: July 20, 2021
Valid Until: September 18, 2021
PO #(Optional):

Term: August 1, 2021 – June 30, 2024

All Fees are in USD

Population: 1,070,062
Population Source: PLDS

Year 1 (August 1, 2021 – June 30, 2022)

BiblioEmail - Tier C

Total Contacts: <250,000
Emails Per Year: 13,000,000

See Schedule "A-15"

Prorated term of 334 days

Annual Subscription Fee: $4,550.00

Prorated Subscription Fee: $4,163.56

One-Time Implementation Fee: $10,500.00

Subscription Fees: $4,163.56

Implementation Fees: $10,500.00

Total Due this Year, payable on the date hereof: **$14,663.56**

Please note: Implementation of services is conducted remotely.

Year 2 (July 1, 2022 – June 30, 2023)

BiblioEmail - Tier C   **Annual Subscription Fee:** $4,686.50

Subscription Fees: $4,686.50

Total Due Year 2, payable July 1, 2022: **$4,686.50**
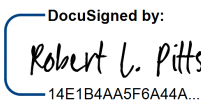
Year 3 (July 1, 2023 – June 30, 2024)

BiblioEmail - Tier C   **Annual Subscription Fee:** $4,827.10

Subscription Fees: $4,827.10

Total Due Year 3, payable July 1, 2023: **$4,827.10**

This Order Form supplements the Library Subscription Master Agreement ("Agreement") dated August 1, 2019 and is incorporated therein by reference. Capitalized terms not defined herein shall have the meanings set forth in the Agreement. In the event of a conflict with this Order Form and the Agreement, the Order Form will govern. All fees payable by Subscriber are exclusive of taxes.

Attached Service descriptions, if any, shall be incorporated by reference herein. The Parties acknowledge and confirm that the Services set out in this Order Form will be provided in addition to any services that Subscriber has also purchased with other Order Form(s).

IN WITNESS WHEREOF the parties hereto have caused this Order Form to be duly executed by their proper authorized officers.

BiblioCommons Corp.		Fulton County Library System	
Signature	*Sebastien Lopes* DocuSigned by: 8BA4C0C7817A44E...	Signature	*Robert L. Pitts* DocuSigned by: 14E1B4AA5F6A44A...
Name	Sebastien Lopes	Name	Robert L. Pitts
Title	General Manager	Title	Chairman
Date	08/09/2021	Date	08/16/2021

<div align="center">

SCHEDULE "A-15"
BiblioEmail Service Description

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Service Description

BiblioEmail is an add-on module that requires an underlying subscription to BiblioWeb. It includes the following functionality:

Phase 1

1. Content Integration
   a. Ability to deploy pre-existing BiblioWeb content cards in emails, including: blog, news, list, event, online resource, and custom cards.
   b. Ability to use BiblioWeb taxonomies to dynamically display the freshest relevant content cards in emails.
   c. Ability to feature BiblioEvents feeds to showcase the latest relevant events (e.g. for an audience, branch, etc.) in emails.
   d. Ability to feature BiblioCore results to showcase the latest new titles (e.g. for a genre, format, audience, etc.) in emails.

2. User preferences and sign-up
   a. Ability for users to set their preferences for audience, format, genre, topic, location.
   b. Ability for users to update their subscription preferences at any time.
   c. Ability for staff to promote email sign-up from BiblioWeb.
   d. Ability for library cardholders and non-cardholders to sign-up for email.
   e. For logged in users, the sign-up form is prepopulated with known information (i.e. first name, last name, email address).
   f. Ability for users to unsubscribe from email.

3. Email Creation
   a. Ability for staff to create an unlimited number of email templates.
   b. An email template library is provided, including pre-built email templates for library-specific use cases.
   c. Ability for staff to add pre-existing content to emails (as outlined in #1) and to manually create content for emails.
   d. Ability for staff to preview emails.
   e. Ability for staff to send emails.
   f. Ability for staff to segment the subscriber list based on user attributes, including combinations of user attributes, and to send emails to these lists.
   g. Ability for staff to analyze the success of their emails.

Phase 2

1. Email Creation
   a. Ability for staff to create an unlimited number of drip campaigns.
   b. An email template library is provided, including pre-built drip campaigns for library-specific use cases.
   c. Ability for staff to send emails as part of a drip campaign.
   d. Ability for staff to analyze the success of their drip campaigns.

Data Processor

For the purposes of the BiblioEmail service, BiblioCommons will act in the role of data processor, processing personal data on behalf of the Subscriber.

Usage Limits

The Subscriber's BiblioEmail service includes the following Contacts and Email Message usage limits. If the Subscriber exceeds the usage limits of their tier, the Subscriber will be moved to the next Usage Tier, and will be invoiced for the difference in email hosting fees.

Definitions
- *Contacts* means the number of users in BiblioEmail (includes both users who are actively receiving emails and those who have unsubscribed).
- *Email Message* means an email message sent via BiblioEmail.

Usage Tier	Total Contacts	Total Annual Email Messages
Tier A	<20,000	1,040,000
Tier B	<50,000	2,600,000
Tier C	<250,000	13,000,000
Tier D	<500,000	26,000,000
Tier E	<750,000	39,000,000
Tier F	<1,000,000	52,000,000
Tier G	<1,500,000	78,000,000

Exclusions

BiblioCommons is not responsible for the creation of email content, managing email campaigns, analyzing campaign results, or for validation or record-keeping of any required consent related to imported email lists.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya Grier

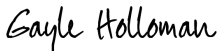EEC476C4837648D...

Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dominique Martinez

D7D420799114462

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman

94183FCA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:

BIBLIOCOMMONS CORP.
*I, the undersigned, certify that I have the
authority to bind the corporation.*

DocuSigned by:

Sebastien Lopes

8BA4C0C7817A44E...

Sebastien Lopes
General Manager

2021-0019		1/20/2021	xxx		xxx
ITEM#:_____	RCS:_____		ITEM#:_____	RM:_____	
RECESS MEETING			REGULAR MEETING		

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Order Confirmation

<o> Meltwater

Meltwater Services

Newsfeed 2.0

- Customer Receives 1 HTML and Javascript newsfeed on Customer's Internet website or intranet or extranet sites that mirror the News Link Search Results on the Meltwater Platform (a XML and RSS feed is provided without any additional layout or design) ("Feeds").
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Meltwater Regular Americas

- Users: Access by up to 5 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.
- Searches: 15 Searches. A "Search" is a string of keywords used to search online news or social media sources and find relevant results in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post.
- Dashboards: 10 dashboard(s) on the Meltwater platform. Dashboards are customizable and display analytics and search results from any Searches. Each Dashboard can contain up to 9 Widgets.
- Widgets: Access to both Brand Monitoring and Brand Analysis widget groups, including Potential Reach, Sentiment Score, Share of Voice, Advertising Value Equivalency, Top Languages, RSS Feed, Content Streams, Media Exposure, World Heat Map, Trending Themes, Top Publishers and Top Locations widgets.
- Sources: News and social media monitoring. News search results from sources tracked by Meltwater globally. Full historic news search results available.
- Extras: Tagging, translation and distribution of search results.
- Sentiment: Natural Language Processing (NLP) analysis of article sentiment in selected languages.
- Alerts: Twitter Influencer (twitter only), Top reach (news only), Spike detection, Sentiment Shift, and Events (40 companies) are included. Authorized Users can configure Alerts for Searches and Users. Alerts are available in the Meltwater Platform, email reports and/or Mobile App.
- Support: Technical and Consultative support during normal local business hours, for the duration of the subscription.
- Email: Daily e-mail reports and ad-hoc dashboard reports showing search results for Authorized Users.
- Mobile: Access to Meltwater app (available in iOS and Android) to view saved Searches and results.
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Meltwater Engage - 5 Profiles

- Social Media Engagement platform integrated within Meltwater's Media Intelligence Platform, with access for Users located in United States.
- Manage and connect up to 5 owned social media accounts
- Competitive Benchmarking for up to 5 connected public social accounts.
- Manage and engage with inbound social media content.
- Schedule and post outbound social media content through the platform.
- Report on metrics across multiple channels for the connected owned social media accounts.
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Premium Social Package

1   Meltwater News US Inc., 465 California St. Floor 11, San Francisco, CA 94104 United States of America T: 001 415 829 5900, F: 001 415 848 9190.
FTIN number: 20-8289528 (b2b-version)
Meltwater Terms and Conditions of Use - North America - v. June 2019
www.meltwater.com

- Social media content package for use with searches and dashboard analytics in Meltwater platform.
- Search results from Twitter, Facebook, Instagram, Forum sites, Product Review sites and website comment sections.
- Search results can be visualized alongside other content types in integrated dashboards.
- Available widgets for visualization include Heat Maps, Media Exposure, Share of Voice, Top Posters, Sentiment Score, Sentiment, Languages, Locations, Sources, Topic Momentum and Trending Themes.
- Sentiment rating for all results using Natural Language Processing. (selected languages only)
- Search results can be exported in PDF, Image or Excel formats.(selected languages only)
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Terms of Service:

Meltwater will provide the above Services for the period of time reflected by the start & end dates below.

Product	Start Date	End Date
Newsfeed 2.0	Feb 01, 2021	Dec 31, 2021
Meltwater Regular Americas	Feb 01, 2021	Dec 31, 2021
Meltwater Engage - 5 Profiles	Feb 01, 2021	Dec 31, 2021
Premium Social Package	Feb 01, 2021	Dec 31, 2021

Payment Terms:

Meltwater Services are paid for in advance of the Start Date in a single lump sum. Once this Order Confirmation is signed,an invoice for the price below will be generated and due net14. Except as provided in the Terms of Use, all payment is non-refundable. Discounts and/or special pricing and/or payment terms, if any, may not apply to your renewal term.

(If you are tax exempt please provide your Meltwater representative with a valid current tax exemption form upon signing.)

Price : 9900.00 USD

Terms of Use:

The company identified in the signature block below ("Customer") hereby agrees that its use of any Meltwater Service is governed by the terms set out in this Order Confirmation and the terms and conditions of use, located at https://www.meltwater.com/terms-of-use/northamerica/ ("Terms") (together the "Agreement"). Any other terms, including those on a purchase order, in a vendor registration application, or part of an RFP, are considered void and shall have no force and effect.

Special Terms:

Any Special Terms below shall supersede Meltwater's standard Terms of Use.
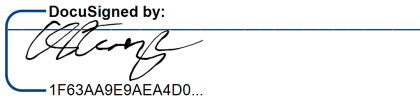
- This Agreement will not automatically renew.
- Invoices under this Agreement will be due within 7 days of invoice date.
- Customer is not purchasing Sprout Engage services, therefore the Sprout terms are inapplicable to this Agreement.

2   Meltwater News US Inc., 465 California St. Floor 11, San Francisco, CA 94104 United States of America T: 001 415 829 5900, F: 001 415 848 9190.
FTIN number: 20-8289528 (b2b-version)
Meltwater Terms and Conditions of Use - North America - v. June 2019
www.meltwater.com

By signing this Agreement, you warrant that you have the authority to enter into this Agreement on behalf of Customer and that you have read, understand, and accept all of the terms of this Agreement

Customer
Name and Contact Information:

Fulton County, Georgia on behalf of the Fulton County Library Systemm
101 Auburn Avenue
Atlanta, Georgia 30303
United States
Contact: Claudia Strange
P: 404-731-0195

Meltwater
Name and Contact Information:

Meltwater News US Inc.
465 California St. Floor 11
San Francisco, CA 94104
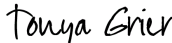United States of America
FTIN number: 20-8289528 (b2b-version)

Date	07/27/2021
Name	Claudia Strange
Email	claudia.strange@fultoncountyga.gov
Title	PR/Marketing Manager
Signature	DocuSigned by: 1F63AA9E9AEA4D0...

Date	07/27/2021
Name	**Wesley Howell**

3   Meltwater News US Inc., 465 California St. Floor 11, San Francisco, CA 94104 United States of America T: 001 415 829 5900, F: 001 415 848 9190.
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OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:
MELTWATER

Peter Wolkow
Senior Sales Operations Analyst
By signing above I attest that I am an
authorized signor for the company

2021-0019	1/20/2021	xxx	xxx
ITEM#:_____ RCS:_____		**ITEM#:_____ RM:_____**	
RECESS MEETING		**REGULAR MEETING**	

1

bibliotheca Sales Agreement (US)

06/23/2021

This bibliotheca Sales Agreement ("**Agreement**") is entered into on _____ 20__ ("**Effective Date**"), between bibliotheca, LLC, a Delaware limited liability company with offices located at 3169 Holcomb Bridge Rd., Ste. 200, Norcross, Georgia 30071 ("**bibliotheca**") and [Fulton County Georgia for Fulton County Library System], with offices located at 1 Margaret Mitchell Square NW, Atlanta GA 30303 ("**Customer**"). Upon mutual written agreement of the parties, bibliotheca may sell Products and/or Services (as defined below) to entities affiliated with Customer ("**Customer Entities**"). Each Purchase Order issued by a Customer Entity and accepted by bibliotheca that references this Agreement will be made subject to and deemed to automatically incorporate the terms of this Agreement. Each Customer Entity will be solely responsible for performance of all of its obligations under its respective Purchase Order.

1. **Product Purchases; Services; Quotes.** bibliotheca shall provide those products and/or services specified on a bibliotheca quote ("**Products**" or "**Services**") which is provided in writing (or electronically) by bibliotheca to Customer ("**Quote**"). Each Quote shall be attached (or deemed attached hereto) as Exhibit 1 and incorporated herein by reference.

2. **Shipment; Title**. All Products delivered to Customer under this Agreement shall be shipped F.O.B. destination to the location stated on Customer's Purchase Order. Title and risk of loss shall pass to Customer upon delivery. While bibliotheca will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by bibliotheca, all shipping dates are approximate and not guaranteed. bibliotheca reserves the right to make partial shipments. Products are deemed automatically accepted on date of delivery; subject to bibliotheca's returns policy, a current copy of which can be found at https://www.bibliotheca.com/sales-terms-conditions/. All returns will be governed by the bibliotheca return policy in effect as of the date of Customer's Purchase Order.

3. **Purchase Orders.** Customer shall issue a Purchase Order for each purchase under this Agreement. Once accepted by bibliotheca, changes to Purchase Orders can only be made if agreed upon in writing by both parties. No preprinted, additional or different terms submitted by either party (in a purchase order or other document) shall operate to modify this Agreement or any Quote.

4. **Implementation.** bibliotheca will provide set-up and configuration services for Products (if applicable) at Customer's location pursuant to a mutually agreed schedule. Site preparation will be provided by Customer prior to the scheduled date, and will include electrical power, data drop, conduit runs, hole drilling, moving existing fixtures, and other requirements as may be required.

5. **Payment; Taxes.**

5.1 Pricing; Payment. bibliotheca will invoice Customer for the Products and Services at the prices as provided in the applicable Quote in U.S. dollars. Unless otherwise set forth in the applicable Quote, all prices include set up and configuration, if applicable to the Products being purchased. Customer will be responsible to pay all shipping and insurance costs applicable to delivery of the Products, as set forth in the applicable invoice. Customer shall pay each invoice within 30 days from the date of invoice. Unless otherwise stated on a Quote, all invoices for Products will be issued upon shipment and all invoices for Services will be issued annually in advance. After the first year, fees for Services will be subject to annual increases, not to exceed 10% per year. Customer hereby grants to bibliotheca a security interest in the Products to secure payment in

full. Customer authorizes bibliotheca, at its election, to file a financing statement reflecting such security interest.

5.2 Taxes. Customer agrees it shall be solely liable for and will pay any applicable taxes, fees duties, customs charges, import fees or other charges imposed or assessed with respect to the Services or Products ordered under this Agreement, excluding taxes based upon bibliotheca's net income. In the event that the Customer is exempt from any such taxes, prior to or simultaneously with the issuance of a Purchase Order, Customer shall provide bibliotheca with a tax exemption certificate valid in the location of delivery or similar document in a form satisfactory to bibliotheca.

6.   <u>**Term and Termination of Agreement.**</u>
This Agreement shall commence on the effective date and shall remain in effect for one year. The Agreement may be renewed for additional Renewal Terms of one (1) year each with written notice thirty days prior to the end of the term. This Agreement is part of the Fulton County Annual Hardware and Software Maintenance and Support List (AML) which is approved annually by the Fulton County Board of Commissioners. As such, payment for the current term of this Agreement will be completed by December 31, 2021. The services detailed in this Agreement will continue until the end of the term of the Agreement. This agreement can be terminated as follows: (a) by bibliotheca if Customer fails to pay a past due balance within five (5) days after receipt of written notice from bibliotheca; (b) by either party if the other party fails to cure any breach of this Agreement within thirty (30) days after written notice to the breaching party; (c) by either party immediately upon written notice to the other party if such other party: (i) becomes insolvent; (ii) is involved in a liquidation or termination of its business; (iii) files a bankruptcy petition or has an involuntary bankruptcy petition filed against (if not dismissed within 30 days of filing); or (iv) makes an assignment for the benefit of its creditors, and (d) by either party upon at least 30 days prior written notice to the other party at any time when there are no outstanding Purchase Orders. Regardless of the reason for termination, Customer shall remain responsible for payment according to the terms and conditions of this Agreement for all Products and Services delivered as of the effective date of termination.

7.   <u>**Intellectual Property.**</u>

7.1 Software. Certain Products sold under this Agreement may include bibliotheca's proprietary software, firmware and documentation ("**bibliotheca Software**") or software and documentation that is not owned by bibliotheca, but which is incorporated into or used with a Product ("**Third Party Software**"). bibliotheca Software includes any error fixes or update provided by bibliotheca as a result of Support and Maintenance Services provided to Customer under this Agreement.

7.2 License to bibliotheca Software. bibliotheca grants to Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable right to use the Bibliotheca software in connection with Customer's use of the specific Product on which it was delivered to Customer. In addition, Customer may print a reasonable number of copies of documentation included with the bibliotheca Software for its internal use.   bibliotheca makes no representation or warranty of any kind, express or implied, with respect to any bibliotheca Software. Customer's sole and exclusive remedy for any errors or issues arising in connection with the bibliotheca Software will be as set forth in bibliotheca's then-current Support and Maintenance Policy as applicable to software. Bibliotheca will have no obligation to provide support or maintenance for any software unless Customer is currently purchasing Support and Maintenance services.

7.3 Third Party Software. bibliotheca makes no representation or warranty of any kind, express or implied, with respect to any Third Party Software. Accordingly, bibliotheca shall have no

liability or responsibility whatsoever on account of the failure, malfunction, or use of any Third Party Software, and same are hereby waived by Customer. Any Third Party Software delivered to Customer by bibliotheca is delivered "AS IS" and with "ALL FAULTS". All Third Party Software will be subject to such third party's applicable license terms and conditions for such software, a copy of which is available to Customer upon request from such third party, contained in such third party's software installation package, and/or available on such third party's website. Customer hereby agrees to comply with and be bound by such license terms and conditions.

7.4 Restrictions. Customer will not (a) download, de-install or otherwise use any bibliotheca Software or Third Party Software separate from the Product on which it was delivered; (b) modify, translate, disassemble, reverse engineer or create derivative works of the bibliotheca Software or Third Party Software, or sublicense or distribute the bibliotheca Software or firmware or the accompanying documentation in any form to any person; or (c) remove any proprietary notice, labels, or marks on the bibliotheca Software, documentation or Products. Library agrees to reproduce all copyright and proprietary rights notices included in any documentation that it prints.

7.5 Reservation of Rights. All bibliotheca Software and Third Party Software is licensed and not sold. Except for the license rights expressly granted herein, all right, title and interest, including all intellectual property and proprietary rights, in and to the Products, bibliotheca Software and/or Third Party Software remains with and is reserved by bibliotheca and its licensors or suppliers.

8.   Support Services; Limited Warranties; Warranty Disclaimers

8.1 Support and Maintenance Services. bibliotheca will use commercially reasonable efforts to provide support and maintenance for Products for one year, beginning on the date of delivery to Customer, in accordance with bibliotheca's then-current Support and Maintenance Policy, the current version of which is located at https://www.bibliotheca.com/sales-terms-conditions/. Unless otherwise included in the applicable Quote, Customer may elect to purchase Support and Maintenance Services after the first year at bibliotheca's then-current rates.

8.2 Limited Product Warranty. bibliotheca warrants Products for 1-year following the date of delivery to Customer in accordance with its Limited Product Warranty, the current version of which is located at https://www.bibliotheca.com/sales-terms-conditions/.

8.3 Limited Services Warranty. bibliotheca warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. Customer's sole and exclusive remedy for bibliotheca's failure to meet the foregoing limited warranty will be notify bibliotheca in writing within 30 days following delivery of the Services and bibliotheca will use commercially reasonable efforts to correct any defective workmanship at no additional cost to Customer.

8.4 Warranty Disclaimers. ALL PRODUCTS, SOFTWARE AND SERVICES PROVIDED BY bibliotheca UNDER THIS AGREEMENT ARE PROVIDED "AS IS", WITH ALL FAULTS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, bibliotheca MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. bibliotheca DOES NOT WARRANT THAT THE PRODUCTS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

9. **Limitation of Liability.** IN NO EVENT SHALL BIBLIOTHECA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR BUSINESS INTERRUPTION INCURRED BY Customer OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BIBLIOTHECA's ENTIRE LIABILITY HERUNDER AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CUSTOMER TO BIBLIOTHECA DURING THE 6 MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM FIRST AROSE.

11, **Confidentiality.** Any information supplied by bibliotheca in response to Customer's request for quotation and any information provided by bibliotheca regarding the Products and Services (including the Documentation) is confidential information of bibliotheca. Customer will not use any bibliotheca confidential information for any purpose other than to evaluate bibliotheca's proposal and as strictly necessary to exercise the rights granted herein to any Products or Services.

12. **General**

12.1 **Governing Law; Venue; Jurisdiction**. Any claim or dispute arising from, or relating to, this Agreement will be governed by the laws of the State of Georgia, U.S.A., without regard to its conflicts of law provisions. The UN Convention on the International Sale of Goods (1980, as amended from time to time) will not apply to this Agreement or any transaction relating thereto. Library irrevocably agrees to exclusive venue and personal jurisdiction in the courts in Gwinnett County, Georgia. If either party institutes any legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs (including fees and costs of experts). No suit or action may or will be brought against bibliotheca, its agents, employees, subsidiaries, affiliates or parents more than 1 year after the incident that resulted in the loss, damage or injury occurred.

12.2 **Assignment.** Library may not assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without bibliotheca's prior written consent. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

12.3 **Waiver; Enforceability; Notices.** The waiver of any provision or default of this Agreement will not constitute a waiver of any other provision or default. If any provision of this Agreement is deemed to be unenforceable, the remaining provisions will remain in full force and effect. Any notices or other communication under this Agreement must be in writing and delivered in person or sent by first class mail or overnight courier to the address for the recipient specified above, or as changed through written notice to the other party. Either party may from time to time give the other party notice of such change in address in accordance with this section. This Agreement may be executed by facsimile and in counterparts, which together will constitute one and the same agreement. Each party agrees that it has not relied on any representation, warranty, or provision not expressly stated herein and that no oral statement has been made to either party in any way tends to waive any of these terms.

12.4 **Force Majeure.** bibliotheca shall not be liable for any delays or failure to perform with respect to this Agreement due to acts of God, terrorism, war, riots, labor or materials shortages, or other causes beyond its reasonable control. ("Force Majeure") If bibliotheca determines that

its ability to supply the total demand for the Products is hindered, limited or made impracticable due to a Force Majeure event, bibliotheca may allocate its available supply of Products or such material (without obligation to acquire other supplies of any such Products or materials) among itself and its customers on such basis as bibliotheca determines to be equitable without liability for any failure or performance which may result therefrom.

12.5   Remedies. Except as otherwise expressly provided herein, no remedy conferred hereunder is intended to be exclusive of any other remedy now or hereafter provided under this Agreement, or at law or in equity, and the election of any one or more such available remedies by any of the parties will not constitute a waiver of the right of such party to other available remedies. Customer is solely responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs.

12.6   Relationship of Parties; Entire Agreement. This Agreement (which includes all Exhibits): (a) is non-exclusive, (b) constitutes the parties' entire agreement with respect to the subject matter hereof, and (c) may be amended only by a writing signed by both parties, and (d) does not create any partnership, joint venture or agency relationship between the parties. No modification shall be affected by bibliotheca's receipt or acceptance of Customer's purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein, all of which are objected to by bibliotheca. The parties are independent contractors. Neither party has any power or authority to bind the other party. This Agreement will not create the relationship of agency, employment, partnership, franchise, joint venture, or any similar other relationship. Each party will be responsible for all income taxes, unemployment taxes, social security, workers' compensation insurance, and other taxes, expenses or deductions arising from its performance. This Agreement is intended solely for the benefit of the parties hereto, and does not confer upon any third party the status of a third-party beneficiary. The terms "include," "includes," and "including," mean "include but are not limited to," "includes but is not limited to," and "including, but not limited to," respectively. The respective obligations of the Customer and bibliotheca which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, the obligations regarding any outstanding payment, taxes, , confidentiality, warranty, warranty disclaimers and limitations of liability, shall survive termination or expiration. bibliotheca will have the right to issue a press release describing, and otherwise publicly disclose, the general relationship of the parties. Bibliotheca shall request permission from Customer to use the name and logo of Customer in promotional materials, including on its website.

By the signature of its respective authorized representative, each of the parties agrees to be bound by this Agreement.

OWNER:

FULTON   COUNTY,   GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST: DocuSigned by:

Tonya Grier

EEC476C4837648D...

Tonya R. Grier
Chief   Deputy   County   Clerk   to   the
Commission

(Affix County Seal)

APPROVED AS TO FORM: DocuSigned by:

Dominique Martinez

D7D420799114462...

Office of the County Attorney
APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman

94183ECA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:
[INSERT COMPANY NAME] bibliotheca, LLC

DocuSigned by:

Michael Burstein

8DD84E9272E84D5...

Michael Burstein
CFO
By signing above I attest that I am an
authorized signer for the company

| 2021-0019 | 1/20/2021 | xxx | xxx |

ITEM#:_____ RCS:_____	ITEM#:_____ RM:_____
RECESS MEETING	**REGULAR MEETING**

Exhibit 1: Quote for applicable Products and Services and Pricing

Quotes will be supplied as products or service are requested

One Year Limited Warranty

Bibliotheca warrants that the equipment provided in conjunction with any Bibliotheca developed and supplied system(s) to be free from factory defects for a period of one year from the date of installation.

This limited warranty does not extend to any Bibliotheca product which, in the sole judgment of Bibliotheca has been subjected to abuse, misuse, neglect, improper installation, or accident, or any damage due to use or misuse produced from integration of the products into any mechanical, electrical, or computer system. Further, any abuse, misuse, neglect, improper installation, accident, enhancement, modification, alteration or change made without Bibliotheca's written consent will invalidate Bibliotheca's Limited Product Warranty.

In the event that it is determined the equipment failure is covered under this warranty, Bibliotheca shall, at its sole option, repair or replace the piece of equipment with functionally equivalent or better equipment and return such repaired or replaced equipment without charge for service or return freight.

This limited warranty, except as to title is in lieu of all other warranties or guarantees, either express or implied, and specifically excludes, without limitation, warranties of merchantability and fitness for a particular purpose under the uniform commercial code or arising out of custom or conduct. The rights and remedies provided herein are exclusive and in lieu of any other rights or remedies.

In no event shall Bibliotheca be liable for any indirect or consequential damages, incidental damages, damages to person or property, or other damages or expenses due directly or indirectly to the purchased equipment, except as stated in this warranty. In no event shall any liability of Bibliotheca exceed the actual amount paid to Bibliotheca for a specific piece of equipment involved in the incident.

Unless specifically contracted otherwise, warranty service is provided under the terms and conditions of Bibliotheca's standard yearly support and maintenance agreement with the exception of any reference to software updates.

Terms and Conditions of Support and Maintenance

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference

sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Software License Agreement

bibliotheca, LLC hereby agrees to grant Customer, who agrees to accept the following licensed rights and limitations ("License") for Customer's use of bibliotheca-provided software.

1. <u>Software</u>: Software, under the terms and conditions of this license (referenced hereinafter as "software"), means any of the following components provided to Customer by bibliotheca:

    i.   Any computer programs provided by bibliotheca, either consisting of a set of instructions, calculations and/or statements loaded in a computer (or a device which incorporates a computer) or recorded on a computer readable medium for loading in a computer;

    ii. Supportive instructional/reference materials, such as training materials, manuals, on-screen tutorials, and other computer program relevant materials whether on paper or computer readable media ("documentation"); and

    iii. Any new release, update, upgrade, enhancement, addition, supplement, modification of a program or additional Bibliotheca software and/or its documentation provided by Bibliotheca, subsequent to the initial delivery, that is not licensed by specific reference under a mutually agreed upon separate license agreement.

2. <u>Grant of License</u>: Bibliotheca hereby grants the Customer a non-transferable, non-exclusive license, under applicable copyrights and/or trade secrets, to use Bibliotheca-provided software only on the specific computer(s) for which it was registered and delivered to Customer. Customer acknowledges that it does not acquire any rights of title or ownership in the software (including documentation) and agrees that all proprietary rights to the Software shall at all times remain with Bibliotheca or its relevant third-party provider. Customer may, for its internal use only, print or otherwise reproduce Bibliotheca-developed documentation if all included Bibliotheca markings, e.g. trademarks, copyrights, and statements of confidentiality, are included on each copy. Customer acknowledges and agrees that any third-party documentation supplied by Bibliotheca, which is marked as copyrighted and/or confidential, shall not be copied or reproduced in any manner.

3. <u>Term of License</u>: This license shall remain in force from the date of delivery and continue until Customer ceases all use of the software or Customer's licensed rights are terminated for cause. Customer acknowledges and agrees that if this Agreement terminates for any reason, all of Customer's licensed rights to the software (including documentation) are relinquished and, within five business days thereafter, Customer (at Bibliotheca's option) will either deliver to bibliotheca or destroy the original and all copies of the software including its documentation. Upon Bibliotheca's request, Customer agrees to certify to Bibliotheca in writing its full compliance with this provision.

4. <u>Assignment</u>: This license and any rights granted herein shall not be transferred, sub-licensed or assigned to any third party without the prior written consent of bibliotheca.

5. <u>Termination</u>: If Customer neglects or fails to pay the specified license fees or fails to adhere to any of its obligations hereunder, this license may be immediately terminated by bibliotheca for cause.

6. <u>Security and Limitations of License</u>: Customer acknowledges and agrees that:

    i. All software and upgrades of software (including its documentation), which are provided to Customer by bibliotheca, contain proprietary copyrighted, trade secret and/or confidential information of Bibliotheca or its relevant third-party provider;

    ii. Customer shall not decrypt, reverse engineer, reverse compile, modify, or create derivative works of the software;

    iii. Customer and its employees shall take all reasonable precautions to safeguard and hold all software, including upgrades, additions and enhancements, in confidence, at least to the same extent that it protects its own most valuable confidential information;

    iv. If any other communication, agreement or purchase order conflicts with, or may affect interpretation of, the understandings set forth herein, this license shall control as the singular expression of licensed rights.

Brazos Price
Fulton County Library System
One Margaret Mitchell Sq.
Atlanta, GA 30303-1089

May 11, 2021

Dear Brazos,

Extension to your subscription to the collectionHQ/ESP/Enterprise Service

We, Bridgeall Libraries Limited, a company registered under the Companies Acts (company number SC297736) and having our registered office and place of business at 1 Ainslie Road, Hillington Park Glasgow, G52 4RU, have pleasure in offering to provide you, the addressee named above, with the under noted Service subject to the terms and conditions (available upon request).

Service:	Provision over a web interface of our subscription based hosted Software using data supplied to us by you. Details of the subscription service can be found in user guide which is available on request or via the Academy for existing customers.
Subscription Period:	This Agreement shall commence on 06/04/2021 and shall remain in effect until 01/4/2022. The Agreement may be renewed for additional Renewal Terms of one (1) year each with written notice thirty days prior to the end of the term. This Agreement is part of the Fulton County Annual Hardware and Software Maintenance and Support List (AML) which is approved annually by the Fulton County Board of Commissioners. As such, payment for the current term of this Agreement will be completed by December 31, 2021. The services detailed in this Agreement will continue until the end of the term of the Agreement.

The costs associated with the provision of the above Service are as follows:

Subscription Fee:	collectionHQ: $40,494 annually pro-rated to $23,622 ESP Professional: List price $18,000 annually pro-rated to $10,500 ESP Enterprise: $47,076 annually pro-rated to $27,461

Designated Libraries:	33
Permitted Users:	66
Minimum Hardware and Software Requirements:	x A supported Internet browser (see www.collectionhq.com for a list of supported browsers) x A connection from your internal network to the Internet with a minimum nominal speed of 8Mbps x Outbound FTP Access

Website:	Our website located at www.collectionhq.com (or such other domain name as we may from time to time specify) from which the Service is to be provided.
Designated Contact(s):	brazos.price@fultoncountyga.gov

If the subscription is terminated before the end of the period set forth in this agreement, then the discount applied for previous periods will be payable.

Yours faithfully,

Kathie Graham

DocuSigned by:

kathie Graham

Kathie Graham, MLS
Director, Customer
Success
For and on behalf of Bridgeall Libraries Limited

Acceptance on Fulton County Library Systems behalf

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...   06/17/2021

_____   _____
Signature   Date

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST: DocuSigned by:

Tonya Grier

EEC476C4837648D...
Tonya R. Grier
Chief Deputy County Clerk to the Commission

_____

(Affix County Seal)

APPROVED AS TO FORM:

Dominique Martinez

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Office of the County Attorney

APPROVED AS TO CONTENT:

Gayle Holloman

94183FCA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:

Bridgeall Libraries Limited
By: Baker & Taylor, LLC, agent

Lee Ann Queen

B3997A29A22B45B...

Lee Ann Queen Director, Pricing Services – Baker & Taylor, LLC

2021-0019	1/20/2021	xxx	xxx
ITEM#:_____ **RCS:**_____ **RECESS MEETING**		**ITEM#:**_____**RM:**_____ **REGULAR MEETING**	

STANDARD TERMS AND CONDITIONS FOR THE SERVICE

**BEFORE USING THE SERVICE, PLEASE READ THIS THESE TERMS AND CONDITIONS AND THE OFFER (COLLECTIVELY, THE "AGREEMENT") CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY NOT
USE THE SERVICE.**

This Agreement is a legal agreement between you and Bridgeall Libraries Limited, and governs your rights and obligations regarding the Service.

1. Definitions

Term	Meaning
the **"Offer"**	The offer letter, offering you the collectionHQ service.
the **"Agreement"**	The Offer together with these Terms and Conditions
references to **"You" or "Your"**	The person or organization which has accepted the Offer and thereby agreed to receive the Service
references to **"We", "Our" or "Us"**	Bridgeall Libraries Limited
the **"Software"**	The then current and core version of our proprietary software application collectionHQ, which both provides the Service on our website and enables you to use the Service. The core Software does not include the optional Modules.
the **"Service"**	Provision over a web interface of our subscription based hosted Software using data supplied to us by you. Details of the subscription service can be found in user guide which is available on request or via the Academy for existing customers.
the **"Commencement Date"**	The date this Agreement and the Service is deemed to have commenced.
the **"Subscription Period"**	The initial term of this Agreement
the **"Designated Libraries"**	The maximum number of libraries authorized to use the Service
the **"Permitted Users"**	The maximum number of concurrent authorized users that may use the service.

the **"Renewal"**	A twelve month extension of the period for which the Service will be provided, commencing at the end of the Subscription Period, and on every subsequent anniversary thereafter.
the **"Renewal Date"**	The date the annual Renewal commences
the **"Modules"**	Optional packages of extra-functionality software, which enhance the Software further, and which are not covered by the Subscription Fee.
The **"Designated Contacts"**	The email addresses to which all notices under this agreement will be addressed.

References to Clauses are to clauses of this Agreement. Terms defined in the Offer shall have the same meaning in these terms and conditions.

Registration/Duration

2.1   We shall provide the Service to you upon the terms of the Agreement. This Agreement (and the Service provided) shall commence on the Commencement Date and, always subject to Clauses 11 and 12, shall be renewed automatically for a period of 12 months, commencing at the end of the Subscription Period, and on each anniversary thereafter.

3.   Equipment and Internet Connection

3.1   We shall provide the Service to you using the Internet. You are responsible for providing an adequate connection to the Internet with a minimum connection speed not less than that specified in the Offer.

3.2   You are responsible for obtaining and maintaining all equipment, hardware, third party software, peripherals and any and all other communications facilities and equipment which may be required from time to time to access and use the Service (and of at least the minimum hardware/software specification as set out in the Offer) and for paying all charges incurred in relation to the use of these.

4.   Data Supply

4.1   You agree that in order for us to provide the Service you shall utilise a suitable and reliable data extraction mechanism, to extract, collect and convey data to be used for the Service to our computer systems. Once such data is received by our systems our Software can provide the Service to you and Permitted Users.

4.2   Consequently you hereby grant to us a non-exclusive licence to use the data supplied by your computer systems to ours for the term of this Agreement, for purposes including but not limited to the following:-

(a)   providing the Service;

(b)   providing any future enhancements to the Software or Modules;

(c)   our own internal records; and

(d)   allowing an Internet Services Provider appointed by us to access such data to the extent necessary to allow such Internet Services Provider to host the Software.

4.3   To provide an effective Service to you, it is important to ensure the reliability and integrity of data supplied. Accordingly, you warrant that the data supplied:

(a)   does not infringe the rights of any third parties, including without limitation copyright owned by third parties;

(b)   complies with all applicable laws and regulations; and

(c)   will be accurate and will be updated on at least a monthly basis.

4.4   For the avoidance of doubt, unless you comply with the terms of this clause 4 we shall have no obligation to provide the Service.

5.   Availability of Service

5.1   We will use commercially reasonable efforts to achieve the Service Targets set out in Appendix 1. However, whilst we will do what we reasonably can to ensure the availability of the Service at all times, we cannot and do not offer a continuous or uninterrupted service and no warranty is given in this respect. You acknowledge that certain aspects of the Service are dependent upon third parties and upon your computers supplying us with data. Without prejudice to this generality, we may at any time at our discretion:

(a)   temporarily suspend or restrict access to the Service for the purposes of repair, modification, maintenance or improvement or the implementation of new facilities or performance of back-up or data archival; or

(b)   give instructions to you regarding the use of the Service which in our reasonable opinion are necessary in the interests of security or to maintain or improve the quality of the Service to you. You will use your best endeavours to comply with such instructions and, while they are in force, such instructions will be deemed to form part of this Agreement.

However, where reasonably possible, we shall give notice of any suspension, undertake system maintenance activity out of your normal working hours (assuming these are 9am until 5pm Monday - Friday) and will restore the Service as soon as reasonably practicable after any such suspension.

5.2   You shall:

(a)   grant us (or our employees and/or agents) access to your premises during normal business hours and we and our employees and/or agents shall adhere to your policies and procedures in relation to health and safety and security at all times;

(b)   use reasonable endeavours to provide decisions, information or assistance to us on our request in sufficient time and detail for us to provide the Service; and

(c)   prepare the equipment, hardware, third party software, infrastructure and environment in accordance with clause 3.2 and generally as required by us and to have access as provided for in (a) and (b) above

in order for us to provide the Service in accordance with the Agreement. For the avoidance of doubt if you do not comply with clause 5, we shall have no obligation to provide the Service.

6.   Changes to Service

6.1   We reserve the right to enhance or otherwise change the Service or the Software from time to time in order to improve the Service or Software we offer You.

7.   Use of Service

7.1   Subject to your payment of the Subscription Fee as set out in the Offer, we grant to you a non-exclusive, non-transferable right to access the Service for the duration of this Agreement for the sole purpose of using the Service in relation to stock performance management for the Designated Libraries.

7.2   You are permitted to print and download reports from the website for your own use provided that no documents, information or related graphics on the website are modified in any way and no graphics on the website are used separately from accompanying text and provided you otherwise comply with the terms of this Agreement.

7.3   Unless otherwise stated by us on the website, the copyright and other intellectual property rights in all material on the website and the Software are owned by us or our licensors. Any use of reports from the website other than in accordance with Clause 7.2 above is prohibited.

7.4   Subject to Clause 7.2, no part of the website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Such permission shall not be unreasonably withheld.

7.5   Upon acceptance of the Offer and subject to payment of the Subscription Fee, we shall provide you with the usernames and passwords authorising use of the website for the Permitted Users specified in the Offer. You may issue these to Permitted Users who are your employees, or such other types of users as are agreed by us on the basis that each username and password pair is allocated to a single user only and only such users who have been allocated with a username and password by you are entitled to use the Service. You agree that you shall not disclose information in relation to the Software or provide any access whatsoever to any third party which is not a Permitted User.

7.6   Additional pairs of usernames and passwords may be issued by us at our option upon your request and we shall have the right to make an additional charge for these additional pairs or vary monthly fees as a result of these additional users accordingly at our sole discretion.   Any use made of the Software and Service by anyone other than Permitted Users shall be deemed unauthorized use.

7.7   You may not, and you shall procure undertakings from Permitted Users that they shall not:

(a)   copy the Software for any purpose whatsoever other than normal automatic copying by your computer of the Software for the sole purposes of enabling you and your Permitted Users to use the Service on the website;

(b)   use the Service or Software or any part of them on equipment of a type, category or for additional users or libraries other than as permitted by this Agreement;

(c)   modify, alter, loan, distribute, rent, assign, sub-license, transfer or otherwise provide (whether electronically or otherwise) access to the website, or the Software utilised by the website or any copy or part of it to anyone else or make the website or the Software utilized by it available for use by others in any time sharing, service bureau or similar arrangement or otherwise;

(d)   except as permitted by applicable law, reverse engineer, disassemble, reverse translate or in any way decode the website or the Software or any copy or part of them in order to derive any source code or other information. You agree that the website and Software contains valuable trade secrets and confidential information owned by us including but not limited to the functionality, appearance and content of the website and Software screens, the method and pattern of user interaction with the website and Software and the content of the website. The Software source code and such valuable trade secrets and confidential information are not licensed to you under this Agreement and must not be disclosed to any third party.

7.8   All right, title and interest including but not limited to copyrights and other intellectual property rights of any nature in the website and the Software and resulting out of the delivery of the Service are owned exclusively by us and you acquire no title or interest in the same other than the right to use the website and the Software and receive the Service in accordance with this Agreement.

8.   <u>Support and Training</u>

8.1   We shall provide you with access to a support helpdesk in respect of the Service between the hours of 9.00 am and 5.00 pm, Monday to Friday (excluding Scottish public holidays) in accordance with our then current support procedures as amended or updated by us from time to time. The support helpdesk facility should be accessed by email to ensure all incidents are logged by our Support Ticketing System.

On-site support shall not be provided by us as part of the Service, but may be provided at our sole option where we deem it necessary and/or where we are unable to resolve queries remotely. Upon mutual agreement, we shall be entitled to provide you with on-site support whereby we will charge our standard daily rates from time to time (prorated if appropriate), and you shall pay all reasonable travel and other costs and expenses incurred by us in relation thereto.

8.2   We shall provide such initial training regarding use of the Software and Service as we deem appropriate including without limitation by way of the provision of documentation relative to the Software and the Service. If you wish additional training throughout the Subscription Period, this shall be the subject of separate agreement between you and us.

9.   <u>Escrow Agreement</u>

In accepting the Offer, you are agreeing to subscribe to a service (the Service) based upon payment of an annual subscription fee (the Subscription Fee). As such, no Escrow arrangements are applicable in relation to this Agreement.

10.   <u>Consultancy Services</u>

10.1   We do not need to provide you with additional chargeable Consultancy Services for you to be able to fully use the Service. However, if you would like us to provide additional services for you then these can be discussed on a case-by-case basis and quotations will be prepared as appropriate.

10.2   Re-implementation for new integrated library systems.

If you change your integrated library system during your subscription to collectionHQ, we will need to re-implement collectionHQ for you. The technical effort relating to this is almost the same effort required for the initial implementation. The charge for us to set your collectionHQ instance up with your new integrated library system will be 50% of your Set Up Fee list price.

11. <u>Payment</u>

11.1 In consideration of the provision of the Service by us, you shall pay the Subscription Fee specified in the Offer. Payment is due annually in advance for the Service to be provided in that year and we shall invoice you accordingly.

11.2 Payment shall be within 30 days of the date of invoice.

11.3 The Software may be upgraded by us from time to time, offering new functionality or features, and you must accept such changes to the Software as and when they are released by us. There shall be no increase to the Subscription Fee for such new functionality or features. However, software Modules may be offered to you from time to time which you may choose to subscribe to at extra cost to the Subscription Fee, effective from the date you are granted access to such new Modules. However, you will have the option not to subscribe to such new Modules.

11.4 All sums in the Offer are exclusive of sales taxes and duties which will be payable if applicable in addition. We reserve the right to increase subsequent subscription fees.

11.5 Reserved

11.6 In addition to the above, and again without prejudice to our other rights hereunder and in law, should you fail to make any payment when due under this Agreement, we shall have the right by notice in writing to suspend the Service and any and all other services being performed by us without liability until the default is made good.

12. <u>Termination</u>

12.1 We may terminate the Service forthwith at any time by notice with immediate effect to you if you:

(a) use, or permit use of, the website, Service or the Software otherwise than in accordance with this Agreement; or

(b) fail to pay any sum rightly due hereunder within 30 days of the due date

12.2 You may terminate the Service

(a) at the end of the Subscription Period, or on the Renewal Date thereafter, by providing Bridgeall Libraries Ltd. with at least 3 months notice in writing: or

(b) if, within 3 months prior to the Renewal Date, we inform you of an increase to your Subscription Fee for the Renewal which you find unacceptable, you have the option not to renew your Subscription at the end of the current Subscription Period. However, should we, at any point during this period, agree to revert to the current Subscription Fee then you must agree to a Renewal.

12.3 No refunds will be paid for termination unless you terminate under Clause 12.2, and termination is during a payment period for which you have already paid, in which case we will refund a pro rata amount to reflect the unexpired portion of the period for which you have pre-paid.

12.4 Termination of this Agreement shall not affect the accrued rights and liabilities of the parties arising in any way out of this Agreement. Clauses which due to their nature are due to be performed or observed following termination including but not limited to Clauses 7.8, 11, 12, 13, 14, 16 and 17 shall survive termination of this Agreement and shall remain in force and effect.

12.5   On termination or expiry of this Agreement, you shall destroy any downloaded or printed extracts from the website and completely purge any copies of the Software from all of your systems subject always to you retaining your collection management audit trail, all to your satisfaction for which you seek agreement from us.

12.6   In regards to multiyear agreements, if the subscription was terminated before the end of the period set forth in this agreement, then the discount applied for previous periods would be payable.

13.   Compliance with Laws

You will comply with all applicable laws and regulations in respect of your use of the Service including but not limited to data protection and privacy laws and regulations. We reserve the right to remove from our systems/records any material, content or data which we reasonably believe may lead to a third party claim against us.

14.   Data Protection and Privacy

By subscribing for the Service, you consent to our retention, use and disclosure of your details solely for the purposes of delivering the Service to you. You are responsible for advising your employees and other users and your customers about how we use information provided to us, and for procuring any necessary consents.

15.   This Section is intentionally blank.

16.   Availability

Whilst we will use our commercial reasonable endeavours to ensure that the Service will be available to you (subject to Clause 5), and that data will be held securely and appropriately backed up, no warranties are given in this regard and we specifically do not represent or warrant that:

(a)   the Service will be uninterrupted or error free and you acknowledge and agree that the existence of such errors and/or the occurrence of interruptions shall not constitute a breach of this Agreement; or

(b)   defects out with our control in the Service will be corrected.

We are not responsible for being blocked by ISPs, firewalls, routers and/or software, devices or equipment of a similar nature over which we have no control where this impacts on the provision of the Service.

17.   Passwords and Security

You shall be responsible for ensuring that any and all usernames and passwords provided to you and/or your employees, agents or other authorised representatives for the purposes of accessing the Service are kept secure and disclosed only to your authorised representatives who have a need to know such usernames and passwords. Without prejudice to the foregoing, you shall ensure that the Service is not used by or on behalf of any person, other than you or any of your employees, agents or other authorised representatives or Permitted Users, who are not authorised to do so. You are entirely responsible for any and all activities that occur in accessing and using the Service using passwords issued to you or your Permitted Users. You shall immediately notify us of any unauthorised use of the Service using your passwords or any other breach of security but to avoid any doubt, we are not liable to you or anyone else for any loss or damage arising from your failure to comply with the above.

18.   Confidentiality

18.1   In the course of the performance of its obligations and exercise of its rights under this Agreement, the Parties both agree that each may acquire information and/or proprietary materials from the other, which information is not generally known in the relevant trade or industry of either party or

third parties with which either party conducts or may conduct business. As used in this Agreement "Confidential Information" means all non-public information disclosed by one party or its agents (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, but is not limited to, (i) non-public information relating to the Disclosing Party's technology, customers, business plans, promotional and marketing materials, statistics, technical information, finances and other business affairs, (ii) third-party information that the Disclosing Party is obligated to keep confidential, and (iii) the contents and provisions contained in this Agreement.

Any information provided by us that is Confidential will be clearly labelled as "Confidential" at the time it is provided. For the avoidance of doubt, we shall not use any of your data in presentation materials (unless the data has been fully anonymised) without your prior written consent.

18.2 The Receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as The Receiving Party uses to protect its own confidential information of like nature. The Receiving Party shall restrict disclosure of Confidential Information to its employees, agents and assigns with a need to know and shall advise them of the requirements of this Agreement.

18.3 Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information.

18.4 The Receiving Party may use Confidential Information only in pursuance of its business relationship with the Disclosing Party. Except as expressly provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

18.5 The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its employees, agents and assigns (collectively, "Personnel") who (i) have a need to know Confidential Information in connection with the parties' business relationship, and (ii) when requested by the Disclosing Party on a case by case basis, have executed written agreements obligating them to protect the Confidential Information.

18.6 The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Receiving Party: (i) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

18.7 All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, or trademarks or other intellectual property rights.

18.8 The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party. The Receiving Party will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.

18.9 The Receiving Party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential

Information) promptly following the Disclosing Party's written request. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

19.   Liability

19.1   Neither party excludes or limits liability to the other for death or personal injury caused by its negligence.

19.2   In no event shall either party be liable to the other for: (a) loss of use, profits, business, revenue or goodwill; (b) loss of data; (c) loss of savings (whether anticipated or otherwise); and/or (d) indirect, special, punitive, incidental, exemplary, or consequential loss or damages of any kind arising out of or relating to the Services provided under this Agreement even if such party has been advised of the possibility of such damages.

19.3   We warrant that:

(a)   we have the right to license all rights in and to the Software to you, and that the Software supplied by us under this Agreement does not infringe the U.S. intellectual property rights of any third party; and

(b)   at the Commencement Date, and for the duration of the Agreement, the Service will perform in substantial accordance with the User Guide as set out in the User Guide document. However, you accept that improvements and enhancements to the Service during the Subscription Period may significantly change the User Guide. The sole remedy for breach of the warranty under this clause 19.3(b) shall be correction of Defects by us within a reasonable time from notification by you of the Defect that constitutes such breach. For the purposes of this clause, a "Defect" is an error in the Software or website that causes the Service to fail to operate substantially in accordance with User Guide document.

19.4   The sole remedy for a breach of the warranty given in clause 19.3(a) is that we shall defend, hold harmless and indemnify you against all loss, damage, claims, liabilities, fees, costs and expenses arising out of any action brought against you based on a claim that the Service infringes any U.S. intellectual property right of any third party, provided that:

(a) we shall be notified promptly in writing of any such claim;

(b) you shall make no admission or settlement of such claim without our prior written consent;

(c) we shall have sole control of the defense and any negotiations for compromise;

(d) you shall provide, at our expense, such assistance as we reasonably require.

19.5   THE WARRANTIES IN CLAUSE 19.3 ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, AND WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICES, SOFTWARE, TECHNOLOGY, INTELLECTUAL PROPERTY, MATERIALS, INFORMATION OR OTHER ITEMS PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19.6   OUR TOTAL LIABILITY UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED A SUM EQUAL TO ONE YEAR'S SUBSCRIPTION FEE.

19.7   We shall not be liable if you are unable to access the Service or incur problems or loss when using the Service because of any corruption, abuse or incorrect use of the website or usernames and passwords or contravention of the terms of this Agreement (including any use of the Service with equipment or other software which is incompatible) and/ or because of any variation or modification to the website or Software which is unauthorized by us, and/or where the website or Software has

been used in contravention of the terms of this Agreement and/or in contravention of the website terms and conditions and/or where the failure is due to factors external to the website and Software including but not limited to damage or environmental conditions and/or failures in other equipment or software and/or where the failure is due to incorrect, inaccurate, out of date or corrupted data supplied by you.

19.8   Any delays caused by you shall be added to any estimated timescales for provision of the Service.

19.9   We shall effect and maintain with a reputable insurance company professional indemnity insurance in an amount not less than $1 million.

19.10   We shall hold employer's liability insurance in respect of our staff in accordance with any legal requirement for the time being in force.

19.11   We shall produce to you, on reasonable prior request, copies of the insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

20.   Dispute Resolution

20.1   Each party shall use commercially reasonable efforts to resolve any disputes arising under this Agreement in good faith as soon as practicable. If any dispute cannot be resolved to the reasonable satisfaction of the parties within ten (10) days after the dispute arose, either party may elect to escalate the dispute to a representative executive of each party.

20.2   If such executives cannot resolve such dispute to their mutual satisfaction within thirty (30) additional days, or such other period of time as mutually agreed upon by such executives, then the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. Prior to resorting to arbitration, each party agrees that it will attend no less than one full day of mediation conducted by the mediator.

20.3 Reserved

20.4 Notwithstanding the foregoing, in the event of a violation of (a) a Party's proprietary or confidentiality rights under clause 7, or (b) a party's proprietary or confidentiality rights under clause 18, nothing in this Section shall prohibit either party from immediately applying to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.

21. <u>General</u>

21.1 This Agreement constitutes the entire agreement between you and us relating to the use of the Service, the website and the Software and supersedes all other agreements or understandings between us and you.

21.2 If any provision in this Agreement is deemed to be illegal or unenforceable the rest of the provisions will remain in full force and effect.

21.3 Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

21.4 Neither party will be liable for any failure or delay in performing its obligations, in terms of this agreement, due to circumstances beyond its reasonable control

21.5 You may not assign this Agreement, in whole or in part, to any third party without our prior written consent.

21.6 We are your independent contractor, and are not your employee or agent. Nothing in this Agreement shall render or be construed to make us (including any of our agents, employees or subcontractors) your partners, joint venturers, employees or agents.

21.7 Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained in this Agreement, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement it has had the opportunity to consult with counsel of its choosing.

21.8 Notices to be given by us under this Agreement shall be in writing and may be given by email or otherwise at our discretion and sent to the Designated Contacts within your organization as stated on the offer. Notices by you must be given in writing and sent by either (a) post addressed to us at our address at 1 Ainslie Road, Hillington Park Glasgow, G52 4RU as stated on the Offer or (b) by email to contact@collectionhq.com or to such other address as we may notify to you from time to time;

21.9 This Agreement shall be governed by, subject to and interpreted in accordance with the laws of the State of Georgia, as though entered into and performed in Georgia.

Appendix 1

Service Targets

Availability	The collectionHQ service will be available 90% of the time 09.00 to 17.00 (your local time) Monday to Friday
Service Incidents	The collectionHQ Support Team will seek to provide an initial response within 24 hours and a follow up within a maximum 48 hours to service incidents and thereafter regularly updated until a resolution is reached. All incidents must be raised initially via our Helpdesk by email to support@collectionHQ.com
Non-Critical Enquiries	The collectionHQ Support Team will respond to non-critical enquiries within 3 days, deliver an answer within 10 days, and update status every 5 days. A non-critical inquiry is defined as a request for information that has no impact on the service quality if not answered or acted upon promptly.

<u>**Paper Education Company Inc.^{TM} SERVICE AGREEMENT**</u>

THIS Paper Education Company Inc. SERVICE AGREEMENT is entered into by and between:

Paper Education Company Inc. a Federal corporation having its principal place of business at 279 Sherbrooke Street West #410, Montreal, Quebec, Canada, H2X 1Y2 ("**Paper Education Company Inc.**"); and

Fulton County, Georgia on behalf of the Fulton County Library System having its central office at One Margaret Mitchell Square, Atlanta, GA 30303.
 ("**Customer**").

   (each a "**Party**" and collectively the "**Parties**")

RECITALS

   WHEREAS, Paper Education Company Inc. has developed an online chat-based platform to provide cardholders access to educators in order to obtain tutoring in connection with their courses, the features of which are more fully set out on Paper Education Company Inc.'s website located at www.paper.co (the "Platform");

   WHEREAS, Customer wishes to allow its cardholders to access the Platform for their educational use in connection with the courses that they are taking in order to obtain tutoring from educators ("Educators"), as well as allowing teachers and administrators to access the Platform;

   WHEREAS, Paper Education Company Inc. and Customer wish to set out the contractual terms pursuant to which access to cardholders, teachers and administrators will be given to the Platform.

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

1.   Purpose and Scope of the Agreement

This Agreement contains the terms and conditions relating to the provision on a "software-as-a-service" basis or through a downloadable application of the Platform to cardholders, teachers and administrators (each a "User") associated to the Customer. Customer acknowledges that in order to be granted access to the Platform, each User must agree to comply with the terms of service and that the failure to agree to such terms of service or non-compliance with such terms of services may result in the exclusion of the User from the Platform, as these terms of service may be modified from time to time. The currently applicable terms of service for Users are attached as Schedule "A". In the event a User is excluded due to a

refusal to be bound by the terms of service or non-compliance to the terms of service, Customer shall not be entitled to reimbursement of any fees or other charges paid with respect to such User's access. It is Customer's responsibility to ensure that any parental approval or other formality required by local laws and regulations required for purposes of contractually binding Users is complied with.

2. Operation of the Platform

The Platform provides access to Educators using chat functionalities to allow cardholders attending the Customer's institution to obtain tutoring in connection with the courses defined by the Parties, which are set out in Schedule "B" to this Agreement. The Platform and Educators are available on a 24 hours / 7 days per week basis, subject to the limitations set out in the Service Levels defined in this Agreement. Customer acknowledges that Educators qualified to interact with cardholders on all courses topics may not be available at all times. Teachers and administrators have access to the Platform and are provided with means to assess interactions between cardholders and Educators.

cardholders may access the Platform only for their educational use in connection with the courses for which they are registered at the Customer's institution. There are no limits to the number of interactions a cardholder may have through the Platform, provided that these stay within reasonable bounds and do not become abusive.

In order to provide access to the Platform to Users, Customer must provide all necessary data set out in Schedule "B" in the specified electronic format so as to allow Paper Education Company Inc. to configure all accounts.

The pricing set out in Schedule "B" is for the maximum number of cardholders indicated in such Schedule. To the extent that Customer wishes to allow access to the Platform to a number of cardholders that exceeds the number set out in Schedule "B", Customer will be offered the option to do so at the price per additional cardholder set out in Schedule "B", subject to the minimum quantities detailed in such schedule. The fee per cardholder access shall not be prorated regardless of the point at which during a contract year new accesses are granted to the Platform. Additional accesses granted during the term shall be confirmed through electronic communications or in writing by Paper Education Company Inc..

3. Acceptable Use of the Platform

Customer acknowledges that the following types of behaviour by Customer or its Users of the Platform are unacceptable:

    (a) Posting or transmitting material that infringes, misappropriates or violates another person's intellectual property rights;

    (b) Posting or transmitting material that violates any right of publicity, right of privacy or other similar rights;

(c) Using the Platform for purposes of stalking, harassing, threatening, bullying or other similar behaviour;

(d) Posting or transmitting material that is defamatory, sexual in nature (other than as justified in light of the course content), obscene, offensive or discriminatory;

(e) Posting or transmitting any defamatory, pornographic, inaccurate, abusive, obscene, profane or offensive content.

(f) Compromising the integrity or operation of the Platform or attempting to do so;

(g) Tampering with, reverse-engineering, or hacking the Platform, circumventing any security or authentication measures, or attempting to gain unauthorized access to the Platform, related systems, networks, or data;

(h) Using "robots," "spiders," "offline readers," or other automated systems to sends more request messages to the Platform than a human could reasonably send in the same period of time by using a normal browser;

(i) Making an unreasonable or abusive use of the access provided to the Platform;

(j) Generating and sending unsolicited commercial communications, advertising chain letters or spam;

(k) Uploading viruses, bots, worms, scripting exploits or other similar materials;

(l) Posting or transmitting content that is intended to be inflammatory;

(m) Using the Platform to recruit or solicit for employment or consulting Educators;

(n) Otherwise engaging in behaviour that is illegal.

Paper Education Company Inc. will use reasonable efforts to monitor profiles, actions, comments, and general usage of the Platform and suspend privileges to any User or Educator not adhering to the policies of the Platform. Customer agrees to promptly report any alleged improprieties of any Users or Educators of which it becomes aware via electronic correspondence so as to enable Paper Education Company Inc. to investigate such alleged improprieties.

4.   Professional Development and cardholder Orientations

Paper Education Company Inc. agrees to provide or support professional development and class launches in order to promote the use of the Platform as further detailed in Schedule "B". Unless expressly provided in Schedule "B", all such services shall be provided remotely by Customer.

5.   Term of the Agreement

The initial term of the Agreement shall be as specified in Schedule "B".

6.   Restrictions on Use of the Platform

Customer agrees that it shall not itself or allow any User to: (a) sell, lease, license, sublicense, loan, encumber or otherwise transfer its right to use the Platform to a third party, in whole or in part, except as permitted under this Agreement; (b) make modifications, corrections, alterations, enhancements or other additions to the Platform; (c) provide, disclose, divulge or

make the Platform available to a third party by online services, remote dial-in or network or telecommunication links of any kind, other than as permitted in this Agreement; (d) circumvent the Platform's authentication or security access control systems or assist others to do so; and (e) disclose access credentials to unauthorized parties or fail to implement reasonable security measures to prevent such an occurrence.

7.   Intellectual Property in the Platform

Customer recognizes and agrees that all trade-marks, inventions (whether patentable or not), patent applications, patents, industrial designs, works protected by copyright, trade secrets, know-how or other intellectual property in or related to the Platform, including any suggestions that Customer or any User may make regarding the functionalities or other technical aspects (the "Platform Intellectual Property") are, as between the parties, the exclusive property of Paper Education Company Inc.. Upon the request of Paper Education Company Inc., Customer shall provide any reasonable documentation required to confirm Paper Education Company Inc.'s ownership in the Platform Intellectual Property. For clarity, Paper Education Company Inc. shall not own any content added to the Platform by Users or Customer, which content is licensed pursuant to the terms of this Agreement.

This Agreement does not grant Customer the right to access or obtain the source code of the Platform nor any programming documentation.

All rights, titles and interests that are not expressly addressed in this Agreement are expressly reserved by Paper Education Company Inc..

8.   Hosting of Platform

Unless otherwise expressly set out in Schedule "B", the Platform and associated data will be hosted in facilities located in Canada or the United States.

9.   Service Level

The Platform shall be available 95% of the time, calculated on a monthly basis. The Software shall not be considered unavailable to Customer if Customer's inability to access or use the Platform arises due to problems with Customers' or Users' hardware or software, or due to problems with third-party telecommunication services or networks.

Periods during which the Platform is unavailable due to a force majeure event or previously-scheduled maintenance shall not be counted as downtime for the purpose of this provision. Paper Education Company Inc. shall take commercially-reasonable measures to ensure that scheduled maintenance takes place between 7AM ET and 9AM ET and that Customer receives advanced notice of any such maintenance.

Notwithstanding the foregoing, Customer acknowledges that Paper Education Company Inc. may need to perform emergency maintenance, for example to install security updates, without notice and that no such interruption of access to the Platform shall be considered unavailability for the purpose of calculating the service level.

10. Technical Support

Paper Education Company Inc. agrees to provide remote technical support to Customer via telephone, chat, email or other efficient communication method between 9AM ET and 5PM ET, Monday to Friday, except holidays as observed by Paper Education Company Inc.. The purpose of the remote assistance service is to attempt to identify and resolve functional problems in the Platform. Technical support shall be requested by Customer representatives, not by cardholders.

Each communication received will be given a severity level by Paper Education Company Inc. according to the following guidelines:

a) Major Problem: when the Platform is not operational or has suffered a major loss of capability resulting in the inability to use the Platform, or if a failure is so frequent that it precludes productive use of the Platform or when the Platform is operational but its capability is severely degraded, such as the inability to run a major application within the Platform, a critical product feature or function does not work, or a failure requires on-going intervention in order to maintain productive use;

b) Minor Problem: when the Platform is operational and the problem does not result in a significant impact on the performance of the Platform

Paper Education Company Inc. shall exercise all commercially reasonable efforts to meet the following response times:

c) Major Problems will be acknowledged within 4 business hours and resolved within 3 business days; and

d) Minor Problems will be acknowledged within 1 business days and resolved in a subsequent update.

Technical support services shall not include services: (a) in respect of User hardware and software problems; (b) in respect of education, installation, training or customization; (c) in respect to the use of the Platform in violation of this Agreement; (d) in respect of defects in or caused by third party software or hardware; (e) problems arising from network connectivity.

Paper Education Company Inc. shall not be responsible to correct any defect or other failure of performance of the Platform caused by the following: (a) use of the Platform that materially deviates from the documentation included in the Platform; (b) modification, customization, alteration or addition or attempted modification, customization, alteration or addition to the Platform; or (c) the abuse or misuse of the Platform.

Paper Education Company Inc. may update the Platform from time to time and shall make commercially reasonable efforts to advise the Customer in advance of all updates that materially affect the functionality of the Platform.

Paper Education Company Inc. shall be under no obligation to refrain from updating the Platform or delay in performing such updates.

11. Monetary Consideration

In consideration for the access granted herein to the Platform, Customer shall pay Paper Education Company Inc. the fees set forth in Schedule "B". Unless otherwise provided in Schedule "B" or as otherwise set out herein, the fees are payable in advance within thirty (30) days for the beginning of the initial term and any renewal terms. Except as otherwise set out in Schedule "B", the fees may be increased by Paper Education Company Inc. by giving the Customer thirty (30) days' prior written notice at any point in time and will be applied at the following invoice to be issued to the Customer. Customer shall have the option of terminating the Agreement by providing written notice if it disagrees with the price increase set out in Provider's written notice, provided this is done no later than at the expiration of the notice period. Except as otherwise noted in Schedule "B" to this Agreement, in the event that Customer adds additional cardholder access during the term, fees associated with such additional accesses shall be payable within thirty (30) days of the end of the term during which they are requested. Except as otherwise noted in Schedule "B" to this Agreement, additional accesses may be purchased only in a minimum quantity of ten (10) cardholder accesses at a time. There are no limits on the number of administrator and teacher accesses to the Platform and no charge for such accesses.

Except to the extent that Schedule "B" expressly provides for a right to terminate for convenience, all amounts payable under this Agreement shall be non-refundable. Notwithstanding the foregoing, in the event of a permitted termination for convenience, Paper Education Company Inc. shall refund to Customer the unused portion of any prepaid fees on a proportional basis to the date of termination.

All payments shall be exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency. Customer shall be liable for payment of all such taxes, however designated, levied or based on Customer's or its Users' possession or use of the Platform including, federal, provincial, state or local sales taxes. Customer agrees that all amounts payable by Customer pursuant to this Agreement shall be paid without any deduction or withholding on account of any taxes, monetary transfer fees, or other charges or withholdings of any nature, except to the extent that the deduction or withholding of any tax is required by applicable law, in which event Customer shall (i) pay to Paper Education Company Inc. such additional amount as is necessary so that Paper Education Company Inc. receives, after such deduction or withholding (including any withholding with respect to this additional amount), an amount equal to the amount that Paper Education Company Inc. would have received if such deduction or withholding had not been made and (ii) deliver to Paper Education Company Inc.

within thirty (30) days after the date of such payment an official receipt of the relevant taxing authority showing that Paper Education Company Inc. paid to such taxing authority the full amount of the tax required to be deducted or withheld. Paper Education Company Inc. shall take reasonable administrative actions, if possible, to lawfully mitigate or to help recover on behalf of Customer any withholding taxes, if and only if none of the foregoing actions would operate to prejudice Provider with respect to its tax liability or otherwise.

Unless otherwise expressly set forth in a Proposal, all prices are expressed in Canadian dollars.

12.   Confidentiality

Except as may be expressly provided by this Agreement or applicable laws, the Parties acknowledge that Content contributed by Users to the Platform is not confidential as the functionality of the Platform are based on cardholder interactions being visible in whole or in part to administrators and teachers. Except as otherwise provided by this Agreement, Paper Education Company Inc. shall not use the Content contributed by Users other than for purposes of operating the Platform for the Customer and its Users' benefit. Paper Education Company Inc. may however compile and use aggregated data (which for clarity shall not include any personally identifiable information) pertaining to the Platform derived from multiple educational institutions for purposes of (i) further developing the Platform or related products or services; (ii) compiling and disseminating data regarding the use and content of the Platform as well as the courses for which tutoring is offered on the Platform. Personally Identifiable Information provided to Paper Education Company Inc. by Customer or Users shall be treated as confidential information and is subject to Paper Education Company Inc.'s privacy policy set out in Schedule "C" to this Agreement, which may be updated from time to time by Paper Education Company Inc. by posting updates on its website. The contractual terms of this Agreement constitutes confidential information of Paper Education Company Inc..

During the performance of this Agreement, one Party (the "Disclosing Party") may authorize the other Party (the "Receiving Party") to access or host confidential information (hereinafter the "Confidential Information"). Subject to the other terms of this Agreement, Confidential Information shall include, without limitation, personally identifiable information, log-in credentials, contracts, technical or financial information, databases, trade secrets and know-how. Confidential Information shall not include information that (i) is or will become public other than as a result of a breach of this Agreement or (ii) was known to the Receiving Party prior to the disclosure thereof by the Disclosing Party, as evidenced by written documents.

The Receiving Party shall preserve the confidentiality of any Confidential Information, and shall refrain from using or disclosing the same for any purpose not previously approved in writing by the Disclosing Party or otherwise provided in this Agreement. However, the Receiving Party may disclose Confidential Information in cases where (i) the information is made public through no fault of or contribution by the Receiving Party; (ii) the information was made available to the Receiving Party by a third party that was legally in possession thereof and was free to disclose same; (iii) the information was independently acquired by third parties without access to or

knowledge of the Confidential Information; or (iv) this disclosure was required by law or a court order, provided that the Receiving Party gives the Disclosing Party enough advance warning of this requirement so as to give the latter enough time to adopt whatever measures may be needed to avoid or limit the disclosure.

Upon request or upon termination of this Agreement, the Receiving Party shall immediately return or, at the option of the Disclosing Party, destroy the Confidential Information. Moreover, at the request of the Disclosing Party, the Receiving Party agrees to certify, by means of an affidavit, that all of the Confidential Information has been returned or destroyed, as the case may be. However, Paper Education Company Inc. may retain an archival copy of all confidential information disclosed to it, to the extent required by law, regulation, or court order, or to comply with accounting principles.

13.   Termination

Each Party may terminate this Agreement in the event the other Party breaches the terms of this Agreement and fails to remedy such breach within thirty (30) days of written notice given by such Party.

Notwithstanding any provision of applicable law, including section 2125 of the Quebec Civil Code (the benefit of which is hereby waived by the Customer), this Agreement may not be terminated for convenience except as may be expressly provided in Schedule A of this Agreement.

All rights to access and use the Platform expire when this Agreement is terminated, regardless of the reason for termination, and no right of use or other such right to access the Platform shall subsist for Customer and all Users.

14.   Responsibility for Content and Disclaimer of Representations, Warranties, Conditions

Customer and its Users are solely responsible for any content, messages, photos, videos, reviews or profiles (collectively, "Content") that are published or displayed (hereinafter, "post") on the Platform, or transmitted to other users of the Platform. Customer and Users shall not post any Content that violates is unacceptable pursuant to the terms of this Agreement. Customer understands and agrees that Paper Education Company Inc. may choose to review and delete any Content, in each case in whole or in part, that in the sole judgment of Paper Education Company Inc. violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users of the Platform. Customer and its Users grant complete access to institutions affiliated to Customer to review, record and process any Content that has been provided on the Platform. Institutions affiliated to Customer who have been granted access to their cardholder's conversations agree that any information transmitted by Users and Educators shall not be shared with individuals outside of their institution. By posting Content to any public or member area of the Platform, Customer and its Users automatically grant to Paper Education Company Inc., its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, make

available, distribute, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. Such license may be used by Customer subject to the restrictions and limitations provided by this Agreement. Customer further represent and warrant that public posting and use of User Content by Paper Education Company Inc. will not infringe or violate the rights of any third party.

Use of the Platform, including but not limited to the Content posted on the Platform, must be in accordance with any and all applicable laws and regulations. Opinions, advice, statements, offers, or other information or content made available on the Platform or through the Platform, but not directly by Paper Education Company Inc., are those of their respective authors. Such authors are solely responsible for such content. Paper Education Company Inc. does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Platform or available through the Platform, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statements made by any party that appears on the Platform or through the Platform. Under no circumstances will Paper Education Company Inc. or its affiliates be responsible for any loss or damage resulting from: a) your reliance on information or other content posted on the Platform or transmitted to or by any User; or b) reviews or comments made about any User on the Platform by other Users.

Paper Education Company Inc. PROVIDES THE PLATFORM AND ANY AND ALL ASSOCIATED SERVICES ON AN "AS IS" BASIS AND GRANTS NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE PLATFORM (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Paper Education Company Inc. DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET CUSTOMER OR USER REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. Paper Education Company Inc. DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, Paper Education Company Inc. MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY MEMBER OF THE PLATFORM TO PROVIDE SERVICES AS AN EDUCATOR OR TO SECURE THE SERVICES OF AN EDUCATOR, INCLUDING, WITHOUT LIMITATION, PARTICIPANTS IN ANY THIRD PARTY VERIFICATION SERVICE OFFERED ON THE PLATFORM. Paper Education Company Inc. DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE PLATFORM, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN Paper Education Company Inc.. UNDER NO CIRCUMSTANCES WILL Paper Education Company Inc. BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

15.   Limitation of Liability

In no event will Paper Education Company Inc. or its Affiliates, be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Platform, including without limitation damages related to any information received from the Platform, removal of Content from the Platform, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Platform, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Paper Education Company Inc. or its Affiliates, or representatives thereof, are advised of the possibility of such damages, losses or expenses. UNDER NO CIRCUMSTANCES WILL Paper Education Company Inc.'S OR ITS AFFILIATES AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE PLATFORM, EXCEED THE PRICE PAID BY THE CUSTOMER FOR THE ACCOUNT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Paper Education Company Inc. OR ITS AFFILIATES, BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE PLATFORM, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM INTERACTIONS WITH OTHER MEMBERS OF THE PLATFORM, WHETHER ONLINE OR OFFLINE.

In addition to the preceding paragraphs of this section and other provisions of this Agreement, any advice that may be posted on the Platform is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Paper Education Company Inc. makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Platform.

17.   Links to External Sites

Links from the Platform to external sites (including external sites that are framed by Paper Education Company Inc.) do not constitute an endorsement by Paper Education Company Inc. of such sites or the content, products, and other materials presented on such sites or of the products and services that are the subject, but are for users' reference and convenience. Customer and its Users' access them at their own risk. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. Paper Education Company Inc. does not control such sites, and is not responsible for their content. Just because Paper Education Company Inc. has hyperlinks to such sites does not mean that Paper Education Company Inc. endorses any of the material on such sites, or has any association with their operators. Customer further acknowledges that use of any site controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not

by Paper Education Company Inc.'s terms of use and privacy policy. Paper Education Company Inc. expressly disclaims any liability derived from the use and/or viewing of links that may appear on the Platform. Customer hereby agrees to hold Paper Education Company Inc. harmless from any liability that may result from the use of links that may appear on the Platform.

18.   Compliance with Privacy Legislation

Paper Education Company Inc. requires Customer to obtain all necessary consents for the online collection, processing and transfer of information of cardholders through the Platform, including without limitation any consent required by applicable laws for children under the age of 13. Customer should refrain from taking steps to register cardholders for the Platform unless all required consents have been obtained. Customer must ensure that parents have access to the Paper Education Company Inc. privacy policy and terms of use. Paper Education Company Inc. will not knowingly collect any information from children under 13, except to the extent permitted by applicable laws. Should Paper Education Company Inc. determine that all required consents have not been obtained for particular cardholders, it shall be entitled to immediately terminate access to the Platform for such cardholders.

19.   Third Party Verification Service

Paper Education Company Inc. relies on a third-party verification service to verify information such as, but not limited to, name, address, social insurance number, and criminal background of Educators. Customer does hereby represent, understand and expressly agree that Paper Education Company Inc. is a conduit for the third-party verification service and does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information provided by the third-party verification service.

21.   Miscellaneous

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

Customer shall not sell, transfer or assign any right, title or interest it has in or pursuant to this Agreement, without the prior written consent of Paper Education Company Inc.. Any assignment not in accordance with this provision shall be void. Paper Education Company Inc. may, upon notice to Customer, sell, transfer or assign any right, title or interest it has in this Agreement, if

such sale, transfer or assignment (a) is part of the sale, transfer or assignment of all or substantially all of its assets or business; or (b) is made to one of its affiliates.

This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous agreements and communications. Except as expressly provided herein, it shall not be modified except by a written agreement signed by the Parties' authorized representatives.

The Parties have expressly requested that this Agreement be drawn up in English and that all modifications thereof can be made in this language. *Les Parties ont expressément demandé que ce contrat soit rédigé en anglais et que toute modification à celui-ci puisse se faire également dans cette langue.*

22.   Jurisdiction and Choice of Law

If there is any dispute arising out of this Agreement, the Parties expressly agree that any such dispute shall be governed by the laws applicable in Georgia, without regard to its conflict of law provisions, and the Parties expressly agree and consent to the exclusive jurisdiction and venue of the provincial and federal courts of the State of California for the resolution of any such dispute.

[The next page is the signature page]

IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

Fulton County, Georgia on behalf of the Fulton County Library System

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Signature

Name: _____

       Robert L. Pitts

Title: _____

       Chairman

Date: _____

       05/18/2021

Paper Education Company Inc.

Signature

Name: _____Philip Cutler_____

Title__Chief Executive Officer_____

Date: ____May 13, 2021_____

SCHEDULE A

CUSTOMER-SPECIFIC PARAMETERS

1. *Initial Term of the Agreement*
June 1, 2021 to May 31, 2022 (12 Months)

2. *cardholder Access Included in the Scope of the Agreement and Fees Payable*
Fulton County, Georgia on behalf of the Fulton County Library System agrees to pay $352,500.00 USD for unlimited access for all Fulton County Library System "cardholders" for the term of the agreement.

3. *Fees Payable for Additional cardholder Accesses*
The customer will provide a user's First name, last name, email address, member number, pin

4. *Data to be Provided by Customer to Activate Accesses to the Platform*
Paper Education Company Inc. will provide Fulton County, Georgia on behalf of the Fulton County Library System with unlimited administrator accounts, at no additional cost.

5. *Details of Professional Development*
Paper Education Company Inc. will execute professional development. Paper Education Company Inc. will provide customer support and training throughout the year to Fulton County, Georgia on behalf of the Fulton County Library System and its stakeholders.

6. Special Terms

This Agreement shall commence on 06/01/2021 and shall remain in effect until 05/31/2022. The Agreement may be renewed for additional Renewal Terms of one (1) year each with written notice thirty days prior to the end of the term. This Agreement is part of the Fulton County Annual Hardware and Software Maintenance and Support List (AML) which is approved annually by the Fulton County Board of Commissioners. As such, payment for the current term of this Agreement will be completed by December 31, 2021. The services detailed in this Agreement will continue until the end of the term of the Agreement.

Paper Education Company Inc. will provide Fulton County, Georgia on behalf of the Fulton County Library System with routine check ins and extra training as needed.

2021-2022 price includes a one time discount of $25,000.00 USD

SCHEDULE B

PRIVACY POLICY

This Privacy Policy covers how we process personal information within our Educational Support System services, which includes our tutoring services, our platform, support and maintenance services, reporting and hosting (together, our "**Services**").

If you have any questions, concerns or inquiries regarding the collection, use or disclosure of your personal information or concerning this Privacy Policy, do not hesitate to reach out to us. You can e-mail us at privacy@paper.co, or reach us by mail at the following address:

> Paper Education Company Inc.
> 279 Sherbrooke Street West, Suite 410
> Montreal, QC, H2X 1Y2
> Canada

1.   What is personal information?

This Privacy Policy applies to personal information. We consider that "personal information" means any information which allows us to identify you directly or indirectly, including "cookies" and other electronic data. Some information may not be personal on its own but may become personal information if associated with other information or if the sum of the information allows us to identify individuals.

A "cookie" is an information that a website puts on a computer's hard disk so that a website or web application can remember something about individuals at a later time. In this Privacy Policy, when we refer to "cookies" we also include other technologies with similar purposes, such as pixels, tags and beacons. For more information on cookies, you can refer to websites such as http://www.cookiecentral.com/ and https://www.allaboutcookies.org/.

2.   When is this Privacy Policy not applicable?

This Privacy Policy only applies to how we process the personal information of our users within our Services and does not apply to our marketing activities and website which are not within the Services. We do not leverage user data for marketing purposes.

Our Services may contain links towards external services which are not part of the Services. For instance, a tutor may provide a cardholder with a link to a website to learn more about a certain topic. These external services are not covered by this Privacy Policy.

3. What personal information do we process, and for which reasons?

We collect the following types of personal information:

(a) Educational and Identification Information

When we on-board new educational institutions, we receive the following information from educational institutions which is used to create accounts or to manage cardholders and teachers' accounts if an integration with Google G-Suite is used instead of accounts:

- Name of cardholders and teachers
- Usernames
- Classes that cardholders are enrolled in
- E-mail addresses
- Other information which educational institutions may deem necessary, such as cardholder IDs

This information is used to create an account and manage the Services, such as to offer e-mail notifications, if the user opt-in. We typically receive such information from educational institutions in a CSV file.

If the Services are integrated with Clever, then class rosters are automatically updated within our Services whenever cardholders or teachers change classes or switch schools. Clever is a service that we use to integrate with most cardholder information systems, and which securely syncs Educational and Identity information systems with our database. Clever is only available to educational institutions who are registered to use this service and is synchronized daily. We also use ClassLink as an additional integration tool. If an educational institution does not use Clever nor ClassLink, then the information is updated manually when we receive updates.

(b) Credentials

Once accounts are created, cardholders and teachers who are using our Services can connect using their username and passwords, or through a single sign-on services offered by third parties such as Google G-Suite with which our Services integrate without the need to create distinct accounts. Educational institutions

using Clever may also connect through a single sign-on functionality integrated through Clever. The information related to each account includes full name, username, e-mail, password and grade levels for cardholders. We also collect each cardholder's preferred language so that they are connected with appropriate tutors.

(c)   User Generated Information

User Generated Information includes any information generated by cardholders or teachers when using our Services, such as:

- Transcript of conversations, along with documents shared and emojis used;

- Feedback on tutoring sessions;

- Essays submitted for review, along with related information provided by cardholders, such as the essay title, language, teacher's instructions and similar educational requirements;

- Essays reviewed through our tutoring services; and

- Questions asked by cardholders.

The Services have different views depending on the identity of the user. For instance, teachers, school administrators and district administrators each view the information related to cardholders under their authority. This information includes transcripts of conversations, questions asked, cardholder usage, active and expired licenses. School and administrators generally have access to the same information than teachers except that the identity of the cardholders concerned may vary. When referring to teachers under this Privacy Policy, we imply such administrators as well.

When using the Services, cardholders can ask questions which are then matched automatically by our algorithms with related topics associated with their grades. In some cases, the available classes may be personalized, such as for sports programs, and our algorithm is then adjusted accordingly. cardholders can also access live classrooms, in which they can share files but also use a digital whiteboard. Each session is recorded in the history tab and associated with an ID. All sessions' transcripts are accessible by both the cardholder and the teacher.

User Generated Information is also used to create reporting for teachers. For instance, teachers receive a monthly report on how cardholders in their classes are using our Services, such as the top questions asked and the top cardholders users.

We process User Generated Information in order to offer our Services to educational institutions, such as to allow cardholders to obtain tutoring services and teachers to oversee what their cardholders are doing within our Services.

(d)   Usage and Performance Data

In order to understand how our Services perform and which functionalities are used, we collect Usage and Performance Data. These may include bugs, errors and logs which are generated by users, and other data collected in using an anonymous ID associated with users. Such personal information can be used for support and maintenance, and for troubleshooting.

(e)   **Support Data**

When users are navigating the Services, they may have some questions on how to use the Services or face some bugs or errors. To assist users, we have a support desk available to respond to support requests. We collect any information shared with us through support services.

(f)   **Electronic Data**

Online services automatically collect Electronic Data about users in order to allow us to deliver the Services. Electronic Data includes:

- IP address
- Device and browser information
- Screen resolution
- Operating system name and version
- Device manufacturer and model

This information is used to fix bugs, to remember important information, to present the Services in the preferred language and enhance security. Electronic Data is also used to provide notifications to users about activities within the Services. For instance, our service provider automatically places a single pixel gif, also known as web beacons, which enable us to recognize when a user has opened an e-mail or clicked a certain link in an e-mail. This technology requires collecting e-mail addresses, IP addresses as well as the date and time associated with each open and click for a notification. The data generated is then considered Usage and Performance Data. Our Services also include browser notifications which require Electronic Data.

4.   **Do you use any cookies as part of the Services?**

We only use cookies as necessary to provide the functionalities within our Services, which means that our Services do not contain any marketing cookies and that we do not conduct interest-based advertising. Our Services only contain essential, functional and analytic cookies as described below.

Type of cookie	Description

Essential	Essential cookies are necessary to operate the core functions of our Services. These include login cookies, session ID cookies, language cookies as well as security cookies.
Functional	Functional cookies are used to provide you with some functionalities, such as live chatting, and to remember preferences, consents and configurations.
Analytics	Analytics cookies are used to generate aggregated statistical data about traffic and behavior of users when using our Services.

You can manage your cookie preferences through your browser using the instructions provided below by clicking on the browser that you are using. However, by blocking essential and functional cookies, parts of the Services may not be available.

Google Chrome
Firefox
Safari
Internet Explorer
Opera

5.   How do we obtain consent from cardholders?

Most of the cardholders who are using our Services cannot consent to the processing of their personal information under applicable laws, and a parental consent is required. The educational institutions which retain our Services are responsible for obtaining such consent in accordance with applicable laws from parents.

6.   Where is personal information stored?

We offer hosting in both Canada and the United States depending on where the educational institution which retains our Services is located. However, we use third-party service providers which may be in other countries than where education institutions are located.

7.   How is personal information protected?

We seek to implement controls that are proportional to the risks to protect the privacy of cardholders and other users. For instance, we use multi-factor authentication, SSL encryption, physical access controls to files and buildings and secure file transfer protocols with encryption. Our cloud service provider, Google Cloud Platform, maintains several independent verifications of its security, privacy and compliance control, such as ISO 27017, ISO 27018 and ISO 27001. You can review Google Cloud Platform's safeguards on Google's Trust & Security Center available here.

We also expect our service providers to provide adequate level of security for personal data.

8.   How is personal information shared with third parties within the Services?

We do not sell any personal information of our users, and we do not use personal information for any other purposes than to provide the Services, which means that we do not share it with marketing partners. We do not have any marketing cookies installed within our Services. Paper is subject to the same conditions on use and redisclosure of education records that govern school officials under the *Family Educational Rights and Privacy Act* known as FERPA. This means that we only share personal information if required for the Services and with third parties that have legitimate educational interests unless otherwise authorized or required by law.

If we receive a request to access personal information by the authorities, we will transfer this request to educational institutions. If we are prevented by law from doing so or forced to respond, we will first validate that the request is legitimate and disclose only the minimum required with the help of a legal counsel.

Any personal information of cardholders collected through the Services is available to teachers and may be reviewed by teachers.

Here are the categories of recipients with whom your personal data is shared so that we can provide you with the functionalities within our Services. Each service provider is bound by an agreement with us which limits their rights to use your personal data for other purposes:

Category of recipients	Examples and explanations
Support Service Providers	We use Zendesk to provide support to our users. Zendesk does not use personal information for any other purpose than to provide us with their services and does not sell personal information. We have an agreement in place with Zendesk which complies with legislations such as the *California Consumer Privacy Act*. You can consult Zendesk's Privacy Policy here. We may use other tools for support purposes, such as for tracking tickets. These tools may temporarily contain personal information of our users.
IT Service Providers	We use service providers to provide and host our Services online. For instance, our Services are hosted on Google Cloud Platform. IT Service Providers may also be used for security purposes, such as for log monitoring. You can find Google Cloud Platform's Privacy Policy here.
Performance Service Providers	We use tools to monitor our online application such as to diagnose, fix and optimize the performance of our Services.

Analytics Service Providers	We use third parties to obtain analytics based on how users are leveraging our Services. We use such analytics to provide reporting capabilities to educational institutions. Our analytic service providers are also used to build interactive and visual analysis for educational institutions or to generate reporting capabilities in accordance with our agreements with educational institutions.
Communication Partners	We use third parties to provide you with e-mail notification. For instance, we use Mailchimp and Mandrill, an add-on to Mailchimp, to provide teachers and cardholders with notifications. You can find MailChimp's Privacy Policy here. We have not enabled any marketing functions within MailChimp's additional add-ons.

Our Services can be integrated with other learning management platforms through Single Sign-On and APIs, such as Clever. Integration Partners are not our suppliers or service providers. Educational institutions enter into separate agreements with integration partners to which we are not party, and plug-ins, APIs or other accesses to Integration Partners are only activated at educational institutions' request. This allows educational institutions to integrate our Services with other educational technologies and services relevant to cardholders such as to simplify education. If required to do so to comply with the instructions of educational institutions, we may share personal information with such integration partners. Educational institutions have full control over which personal information they share.

We may also be required to share personal information with law enforcements if we are legally compelled to do so. We will take all commercially reasonable measures to notify educational institutions prior for doing so, unless we are prevented to do so by law.

If we go through a restructuration, a merger and acquisition or a sale of parts of all of our assets, personal information may also be transferred in such context, subject to any limitations under applicable laws.

9. How long is personal information retained within the Services?

We retain personal information for as long as we have an active contract with an educational institution, or as required by applicable laws, whichever is longer. Users may delete personal information on their own, and educational institutions may also do so through built-in functionalities or by reaching directly to us.

10. Are there any rights that can be exercised on such personal information, and how?

Depending on your location, different rights may be applicable. However, cardholders may not be able to exercise their rights on their own and may need a parent to do. For instance, the *Family Educational Rights and Privacy Act* known as FERPA in the United States gives rights to

eligible cardholders (i.e., over 18 years old) or parents to request that a school correct records which they believe to be inaccurate or misleading. In many cases, the educational institutions where the cardholder is registered is the best entity to contact to exercise privacy rights, as they have the complete records of cardholders. We may be prevented by law to respond to requests to exercise some privacy rights, such as access to records of cardholders, without the authorization of the relevant educational institution.

We respond to rights found under the *California Consumer Privacy Act*, under which we are a service provider. These rights must be exercised by reaching out to educational institutions which will notify us, such as when personal information should be deleted. We have mechanisms in place to respond to deletion requests.

Applicable laws generally contain a minimum of two rights: (1) the right to access personal information and (2) the right to modify personal information in certain circumstances.

To exercise your rights or your children's rights, you may reach out to us at privacy@paper.co. You can also reach out to us by mail at the following address:

> Paper Education Company Inc.
> 279 Sherbrooke Street West, Suite 410
> Montreal, QC, H2X 1Y2
> Canada

11. Can this Privacy Policy be modified?

Yes, we may modify this Privacy Policy, such as to reflect additional functionalities. We will also provide an update to users when we do so. However, we will not materially change this Privacy Policy or our practices to make them less protective of cardholders' privacy without the prior written consents of relevant educational institutions.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts
14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya Grier
EEC476C4837648D...

Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

Dominique Martinez

Office of the County Attorney
APPROVED AS TO CONTENT:

Gayle Holloman
94183FCA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:
PAPER EDUCATION COMPANY INC.

Philip Cutler
Chief Executive Officer
By signing above I attest that I am an
authorized signer for the company

ITEM#:_2021-0019_ RCS:_1/20/2021_	ITEM#:_xxx_ RM:_xxx_
RECESS MEETING	**REGULAR MEETING**

JSTOR® INSTITUTIONAL PARTICIPATION AGREEMENT

Please type or print clearly:

Licensee (Institution) Name: FULTON COUNTY, GA on behalf of Fulton County Library System

Licensee Address: One Margaret Mitchell Square Atlanta, GA 30303

Agreement Date: 12/31/2020

LICENSEE CONTACT INFORMATION *Please fill out the information below and ensure this information remains current by providing regular updates.*

Licensee Primary Contact: *(responsible for overseeing participation)*	**Licensee Technical Contact:** *(responsible for providing authentication information)*
Attn: Brazos Price	**Attn:** Brazos Price
Address:	**Address:**
Telephone: 404-697-3796	**Telephone:** 404-697-3796
Facsimile:	**Facsimile:**
E-Mail: brazos.price@fultoncountyga.gov	**E-Mail:** brazos.price@fultoncountyga.gov

Licensee Billing/Invoicing Contact: *(if different from Primary Contact)*	**Authentication, Authorization, Proxy Server, and Campus/Site Information:** See Attached Form
Attn:	
Address:	**Licensee VAT Registration Number or sales tax exemption number (please provide tax exempt authorization document), if applicable:**
Telephone:	
Facsimile:	
E-Mail:	

The parties agree to be bound by this Institutional Participation Agreement, the Terms and Conditions of Use, available at **http://about.jstor.org/terms,** and the applicable Product and Payment Terms, available at **http://about.jstor.org/product-and-payment-terms**, each incorporated by reference into this Agreement for any JSTOR titles and collections Licensee may order now or in the future as reflected in invoice(s) to Licensee. Licensee acknowledges JSTOR may suspend or terminate its access if it, or its Authorized Users, violate these terms. Where applicable, this Agreement supersedes any and all prior agreements between the parties. Each party represents that it is authorized to execute and accept the terms of this document via electronic signature and that such signature shall be binding. Licensee may contact JSTOR at **participation@jstor.org**.

This Agreement shall continue in effect for one (1) year from the date of the Agreement Date, and assuming the availability of funding, this Agreement may renew for successive one (1) year terms unless earlier terminated by either party by written notice not less than ninety (90) days prior to the end of the then-current term.

LICENSEE	**JSTOR**
SIGNED BY: *Robert L. Pitts*	BY: *Rebecca Seger*
NAME: Robert L. Pitts	NAME: Rebecca Seger
TITLE: Chairman	TITLE: VP, Institutional Participation
DATE:	DATE: 3/19/2021
03/26/2021	

v. 07.25.19tc

AUTHENTICATION, AUTHORIZATION, PROXY SERVER, AND CAMPUS/SITE INFORMATION

Licensee: Fulton County, GA on behalf of Fulton County Library System
_____

Please fill out the information below and ensure this information remains current by providing regular updates.

Multiple Campuses or Sites
If this license is to cover multiple campuses or sites, please list them below. Please be aware that the Licensee is generally understood to be a single institution, which may consist of multiple campuses or sites (such medical or other professional schools). JSTOR reserves the right at its discretion to assess additional fees or require separate Institutional Participation Agreements for certain campuses or sites or for distance education programs. In the case of a statewide university system consisting of multiple universities, each university typically would be considered a separate licensing institution.

_____   _____

_____   _____

IP Information (addresses or domain ranges for computers on your campus(es)):
This Agreement is intended to cover all departments and professional schools of Licensee identified above as of the date of this Agreement. Therefore, please include IP information covering the entire Licensee. <u>IP address included should pertain only to Licensee.</u> If IP information is not available upon completing this Agreement, JSTOR User Services staff will contact the Licensee Technical Contact listed on page 1 to obtain the information and initiate access. JSTOR reserves the right to delay access or cancel this Agreement if adequate IP information is not provided. Please attach a separate sheet if you need more space.

12.227.214.0 / 25
_____   _____

_____   _____

Shibboleth Authentication Information, if applicable. *Please provide us with regular updates to this information*

Are you planning to access JSTOR through your institutional Shibboleth account?	Yes __ No __
If yes, which Federation (or Federations) is your institution a member of?	
Please list the campuses (if more then one) currently covered by your Identity Provider	

JSTOR User Services will contact the Licensee Technical Contact for additional Shibboleth configuration details

Proxy Server Information (Optional) *Please provide us with regular updates to this information*

Are you currently using a proxy server to provide access to restricted resources?	Yes __ No __
If yes, please provide the IP Information of the proxy server:	
If yes, please also provide the URL of the webpage that offers information about how use use the proxy:	
Do you have plans to use a proxy server or add additional proxy servers in the future?	Yes __ No __
Do you provide to users any other means of access to restricted resources from machines outside of your campus IP domain?	Yes __ No __

<u>JSTOR Terms and Conditions of Use</u>

v. 07.25.19tc

Welcome to the JSTOR digital library and platform found at jstor.org ("JSTOR"). Your use of JSTOR is subject to the following Terms and Conditions of Use.

1   Who can use JSTOR?

We define our "Authorized Users" as:

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- current students

- affiliated researchers and lecturers

- staff

- patrons of a public library which has licensed remote access

- members of a scholarly society

- individuals who have a degree from an Institutional Licensee that has licensed access for alumni)

Please note that if you access JSTOR through an Institutional Licensee, your use of JSTOR may be subject to a separate agreement between JSTOR and such Institutional Licensee. If that agreement has different terms, those terms will have precedence over these Terms and Conditions of Use. If you have questions about your Institutional Licensee's license agreement ("Institutional Participation Agreement"), please contact your librarian.

(b)   People who come to JSTOR directly for access. This includes individuals who:

- register for a free individual account that enables access to a limited number of available read-only Content items for fixed periods of time ("Read Only Users");

- pay to use our JPASS service to access certain JSTOR Collection Content for unlimited read-only access and a limited number of downloaded content items per month ("JPASS Users");

- use our Data for Research platform (described in Section 4 below);

- purchase an individual item of Content from publishers via JSTOR; and/or

- access openly available content on JSTOR, including but not limited to Early Journal Content, the Open JSTOR Collection or relevant portions of the Community Collection (defined in Section 3 below). ("Open Content Users") .

2   What's in JSTOR?

JSTOR offers many types of scholarly content and materials (collectively referred to as "Content"), including the following:.

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The JSTOR Collection includes:

- "Books", specifically, complete books and/or portions of such books, such as book chapters.

- "Journals Hosting Content", specifically, journals that are not part of the JSTOR Collections Content but that are hosted by JSTOR on behalf of individual publishers.

- "JSTOR Archive Collections Content", specifically, journal volumes and issues curated by JSTOR editors into Archive and Thematic Collections.

- "Primary Source Materials", specifically, the Cultural Heritage Sites, Landscapes, and Struggles for Freedom in South Africa Collections, Global Plants plant specimens, and any other primary source materials curated by JSTOR.

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- "Early Journal Content", specifically, journal content published prior to the last ninety-five years in the United States or prior to the last one hundred forty-three years if initially published internationally. For example, this means that in 2019, Early Journal Content will include content published prior to 1924 in the United States and prior to 1876 internationally.

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Artstor Content includes:

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- sharing of portions of Content with other individuals for the purposes of collaboration and discussion (for example, sending an individual Content item to a fellow scholar for the purpose of collaboration on a research project)

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- use JSTOR's Data for Research service, which has a self-service site (https://www.jstor.org/dfr/), for certain types of text and data mining across selected Content from the JSTOR database. Data for Research also accepts requests to enter into more complex text and data mining research projects which JSTOR may grant in its discretion subject to additional terms of use.

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JSTOR provides for long-term preservation and access to scholarly materials and provides specific long-term access assurances for certain Content in its database.

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●   JSTOR platform is compliant with Section 508 of the Rehabilitation Act and W3C WAI WCAG 2.1 Level AA. Please note that (i) the Primary Source Materials include a large number of images, maps and other heavily visual forms of content, and in cases where the

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- the JSTOR platform meets ANSI/NISO z39.88-2004 OpenURL standards and is compatible with the NISO Metasearch XML Gateway (MXG) protocol in development, XML and SRU/SRW search interfaces; and

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OWNER:

FULTON   COUNTY,   GEORGIA

Robert L. Pitts
—14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST: *Tonya Grier*
—EEC476C4837648D...
Tonya R. Grier
Chief Deputy County Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM: *Dominique Martinez*
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Office of the County Attorney
APPROVED AS TO CONTENT:

Gayle Holloman
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Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:
[INSERT COMPANY NAME] JSTOR

_____*Rebecca Seger*_____
[Insert name]   Rebecca Seger
[Insert title]   VP, Institutional Participation
By signing above I attest that I am an authorized
signer for the company

2021-0019   1/20/2021   xxx   xxx

ITEM#:_____ RCS:_____	ITEM#:_____ RM:_____
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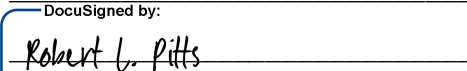
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If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

Agreed by:

Institution: Fulton County, GA on behalf of Fulton County Library System

Name (print): Robert L. Pitts

Name (sign): Robert L. Pitts
14E1B4AA5F6A44A

Title: Chairman, Fulton County Board of Commissioners

Date: 12/31/2020   04/16/2021

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

DocuSigned by:

Tonya Grier

EEC476C4827648D...

Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dominique Martinez

D7D420799114462...

Office of the County Attorney
APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman

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Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:
SPRINGSHARE LLC

Slaven Zivkovic

Slaven Zivkovic
Founder & CEO
By signing above I attest that I am an
authorized signer for the company

2021-0019	1/20/2021	000	000
ITEM#:_____ RCS:_____		**ITEM#:_____ RM:_____**	
RECESS MEETING		**REGULAR MEETING**	

1

Morningstar Investment Research Center Licensing Agreement Terms and Conditions

1. **Definitions**

   (a)   Content. "Content" means the business information and Content licensed by Morningstar hereunder, whether in the form of Internet access services, CD ROM, books, reports, manuals, updates, other publications and/or service, or through any other medium.

   (b)   Effective Date. "Effective Date" means the date on which the license to use the Content and Software under this Licensing Agreement begins. The Effective Date is set forth in the first paragraph of the order form.

   (c)   Morningstar. "Morningstar" means Morningstar, Inc., an Illinois corporation, located and doing business at 22 West Washington Street, Chicago, IL 60602.

   (d)   Patron. "Patron" means any third party who accesses the Content or the Software through Licensee.

   (e)   Software. "Software means any computer software, programs and other source codes licensed by Morningstar hereunder to Licensee to allow access to the Content.

   (f)   Licensee. "Licensee" means the entity identified in the "Ship To Address" section of the order form (or, in the event, that a separate entity is identified in the "Billing Address" section, the entity set forth in the "Billing Address" section).   By signing an order form, Licensee is agreeing to all terms and conditions in the Licensing Agreement. All order forms will be considered to be integrated into this Licensing Agreement.

   (g)   Licensing Agreement. "Licensing Agreement" means this document, including all of its terms and conditions.

2. **Grant of License to Content and Software**

   (a)   Grant of License. For a period of one (1) year from the Effective Date (the "Initial Term") and for any renewal term, as provided herein (each, a "Renewal Term"), Morningstar grants to Licensee a non-exclusive, non-transferable license to (1) access, use, copy, and display the Content for its own internal business purposes, (2) permit its Patrons to access, use, copy and display the Content for their personal, non-commercial use, and (3) use, or allow its Patrons to use, the Software to access, use, copy and/or display the Content for the purposes set forth in (1) and (2) above; provided, however, that, with respect to any Internet-related use, this grant of license is limited to the number of users, if any, identified on the order form. Except as set forth herein, Licensee may not use, sell, modify, publish, distribute, or allow any third party to use, sell, modify, publish or distribute, the Content, the Software or any portion thereof. Licensee may not, directly or indirectly, decompile, disassemble or otherwise reverse-engineer the Software. Licensee agrees to keep the financial terms of this Licensing Agreement confidential.

   (b)   Delivery of Content. Morningstar will deliver the Content to Licensee in the manner and in accordance with the specifications set forth in the Morningstar product package descriptions, as those descriptions may be modified by Morningstar from time to time.   Licensee, at its own expense, will provide the hardware, software, other materials or facilities necessary to permit Licensee and its Patrons to access the Content and use any Software delivered by Morningstar hereunder.

   (c)   Non-Exclusivity. Licensee understands and agrees that this Licensing Agreement is a non-exclusive license and that Morningstar may use, license and/or distribute the Content and the Software to any third party in Morningstar's sole discretion.

   (d)   Remote Access. If Licensee is a public library, Licensee may offer its Patrons remote access to the Content or Software but only if: (i) the Patron requesting access is a current library cardholder or staff member and (ii) the remote access is affected through one of Licensee's own URL addresses. If Licensee is an academic library, Licensee may offer its Patrons remote access but only if: (i) the Patron requesting access is a current student, faculty or staff member; and (ii) the remote access is effected through one of Licensee's own URL addresses. Patrons of any library who are accessing the Content or Software utilizing remote access are only allowed to use their library card identification information themselves and can not share their card information with others. Morningstar may, at its discretion terminate this Agreement if it determines that Patrons are sharing their card information with other people who are not authorized to use it.   Licensee must promptly notify Morningstar of any unauthorized use of remote access or library card information supplied by Licensee to Patrons of which it becomes aware and reasonably cooperate with Morningstar in any investigation or prosecution of such misuse.

3. **Ownership of Content and Software**

   (a)   Property of Morningstar. All Content and Software are, and will remain, the property of Morningstar. Except as provided for herein,

this Licensing Agreement does not convey or transfer to Licensee or its Patrons any rights in the Content or the Software.

(b)   Valuable Asset. Licensee acknowledges that (1) the Content are a valuable asset of Morningstar, are developed by the expenditure of considerable work, time and money, and are the result of Morningstar original selection, coordination and arrangement, and (2) the Software is owned by and proprietary to Morningstar and is protected and under U. S. Copyright laws.   Licensee will not contest the validity of any right, title, or interest, including, without limitations, trade secrets and copy rights, asserted by Morningstar in, to or in connection with any Content or Software. Licensee will honor any reasonable request by Morningstar to perfect and protect at Morningstar's expense any rights (including copyrights asserted by Morningstar in the Content or the Software).

4.   Payments by Licensee

(a)   Fees. In consideration for the limited license granted under this Licensing Agreement, Licensee will pay to Morningstar the fees, taxes (as applicable), and other amounts set forth on the order form. Morningstar may modify these charges at the end of the Initial Term or that of any Renewal Term upon at least 60 days' prior written notice to Licensee.

(b)   Taxes. Licensee is solely responsible for, and will pay to Morningstar, any and all federal, state and local taxes (excluding corporate franchise taxes and taxes based upon Morningstar's net income or revenues) arising or accruing as a result of this Licensing Agreement, unless Licensee submits certification of tax-exempt status for all applicable taxes.

5.   Disclaimer; Limitation of Liability

(a)   Disclaimer: MORNINGSTAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE CONTENT AND SOFTWARE INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL CONTENT AND SOFTWARE ARE PROVIDED "AS IS" AND WHEN AVAILABLE WITH ALL FAULTS.

(b)   Limitations of Liability: NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS CONTAINED WITHIN THIS AGREEMENT, IN NO EVENT WILL MORNINGSTAR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTIAL, OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATING TO THIS LICENSING AGREEMENT OR THE ACCESS OR USE OF THE CONTENT OR SOFTWARE BY LICENSEE OR ITS PATRONS OR ANY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MORNINGSTAR BE LIABLE FOR ANY INACCURACY, OMISSIONS OR ERRORS IN THE CONTENT OR SOFTWARE, OR FOR DELAYS IN PROVIDING THE CONTENT OR SOFTWARE. IN NO EVENT WILL MORNINGSTAR BE LIABLE OR OBLIGATED FOR ANY AMOUNT IN EXCESS OF THE PAYMENTS MADE BY LICENSEE TO MORNINGSTAR HEREUNDER DURING THE TWELVE MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST MORNINGSTAR.

6.   Term and Termination

(a)   Term. Unless earlier terminated as provided herein, this Licensing Agreement will commence on the Effective Date and continue for the Initial Term. The licensing Agreement has the ability to be renewed following the initial term of this agreement. **In the event of a renewal of this Agreement, any fees will be increased no more than five percent (5%) over those of the previous term.**

(b)   Termination. Morningstar may terminate this Licensing Agreement: (1) immediately, if Licensee commits a material breach of any provision of this Licensing Agreement related to the ownership, use, copying, distribution of any Morningstar intellectual property or if one or more Patrons misuse their remote access card information as provided in Section 2(d); (2) upon 10 days notice if Licensee fails to make any payment require hereunder; (3) upon 30 days' notice if Licensee commits a material breach of any other term or condition of the Licensing Agreement and fails to cure it within such time; or (4) upon 90 days notice if Morningstar discontinues generally offering the Content to the public. Licensee may terminate this Licensing Agreement immediately if Morningstar fails to cure a material breach within 30 days after Licensee provides written notice of that breach. In the event this Licensing Agreement is terminated or expires by its terms, Licensee shall promptly pay all fees, taxes and other charges then outstanding hereunder. If Morningstar discontinues offering the Content licensed under Section 2(a) to the public, Morningstar, at its discretion, may return any unused portion of prepaid fees or apply such unused portion to other appropriate Morningstar products or services.

7.   Trademarks

"Morningstar" is a registered trademark and service mark of Morningstar and may only be used by Licensee in conjunction with its use of the Content and the Software, as contemplated by this Licensing Agreement.

8. **Miscellaneous**

(a)   Survival. The parties' rights and obligations under paragraphs 2, 3 5, 6, 7 and 8 survive the expiration or termination of this Licensing Agreement.

(b)   Assignment/Entire Agreement/Waiver. Licensee may not assign any of its rights or obligations under this Agreement without the prior written consent of Morningstar. This Agreement sets forth the entire agreement between the parties on the subject matter of the Agreement and supersedes all previous agreements and understandings about that subject matter. Except as set forth herein, this Agreement may be amended, modified, superseded, or canceled and any of the terms thereof may be waived only by a written document signed by both parties to this Agreement or, in the case of waiver, by the party waiving any right under this Agreement.

(c)   Governing Law/Jurisdiction. This Agreement will be governed by, and construed in accordance with the laws of the State of Georgia without reference to principles of conflicts of laws thereof. Each party hereby irrevocable and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in the County of Fulton and State of Georgia in respect of any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Licensing Agreement.

(d)   Remedies. Licensee expressly acknowledges and agrees that, in the event of any threatened or actual breach by it of paragraphs 2(b), 3 or 7 hereof, Morningstar will suffer irreparable harm or injury and the remedies available at law will be inadequate to redress such harm or injury. Accordingly, Morningstar will, in addition to any and all other remedies available to it, be entitled to temporary or permanent injunctive relief to prevent or discontinue such breach or threatened breach without the necessity of proving damages. The rights and remedies provided by this Agreement will be cumulative and not exclusive.

(e)   Force Majeure. Morningstar shall not be responsible or liable to Licensee or any Patron for any loss or damage arising out of any delay in, or interruption of, the performance of Morningstar's obligations pursuant to this Licensing Agreement as a result of a force majeure event.

(f)   Authority/Counterparts.   Each of the parties hereto represents and warrants to the other that (i) it has full power and authority to enter into this Agreement and perform its obligations here under, and (ii) all necessary action has been duly taken to authorize the individual signing below to sign this Agreement. This Agreement may be signed in two or more counterparts, each of which will be deemed an original with the same effect as if all signature were on the same document.

(g)   Publicity. Morningstar may also list Licensee's name on its client lists or in its marketing materials.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya Grier

EEC476C4837648D...

Tonya R. Grier
Chief Deputy County Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dominique Martinez

D7D420799114462...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman

94183FCA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:

MORNINGSTAR, INC.

Fari D. Koutsovitis
Sales Director, Library Services

2021-0019		1/20/2021	xxx		xxx
ITEM#:_____	**RCS:**_____		**ITEM#:**_____	**RM:**_____	
RECESS MEETING			**REGULAR MEETING**		

CENGAGE GALE PRODUCT AND SERVICES AGREEMENT

Name and Address of Licensee:
Fulton County, GA on behalf of Fulton County Library System
One Margaret Mitchell Square
101 Auburn Avenue
Atlanta, GA 30303

This Agreement and the attached Terms and Conditions ("T&C's") (collectively referred to as the "Agreement") is made on the date of signature below, and is by and between Cengage Learning, Inc. (CL collectively with its affiliates, subsidiaries, assigns, partners and designees, "CL") and Customer. Customer acknowledges and agrees that Authorized Users must accept (or Customer must accept on behalf of the Authorized User) the Gale Terms of Use found (https://www.cengage.com/legal/terms-gale) ("Terms of Use") prior to gaining access to the Products and Services.

Nineteenth Century Literary Criticism Current Subscription	USD 1,476.03
Gale In Context: Biography	USD 9,778.35
Something About The Author Current Subscription	USD 1,165.06
Gale Literature Resource Center	USD 15,514.53
Twentieth Century Literary Criticism Current Subscription	USD 1,539.55
Gale Literature: LitFinder	USD 3,241.54

Subscription Date – 10/1/2020-8/14/2021

Testing & Education Reference Center	USD 22,910.30

Subscription Date – 8/15/2020-8/14/2021

CENGAGE LEARNING, INC.
GALE PRODUCT AND SERVICES AGREEMENT
TERMS & CONDITIONS

1. Product and Services. Subject to the timely receipt of payment and conformance to the T&Cs herein and the Gale Terms of Use, CL shall deliver the Product and Services, as detailed in the Agreement Invoice (which shall be attached hereto and incorporated herein by reference). CL shall make the Product and Services available for use by Customers' Authorized Users. An "Authorized User" means only (i) for public libraries: library staff, individual residents of the library's reasonably defined geographic service area, and walk-in patrons accessing the Services on site; (ii) for schools and academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons accessing the Services on site; (iii) for other types of organizations and subscribers: employees, and independent contractors, in the capacity of their employment or engagement with the organization. Authorized Users excludes corporate affiliates of the subscriber institution, academic bookstores, and alumni unless those users are expressly included in the Invoice.

2. Terms of Service. Subject to the payment of the Fees in the Invoice, Customer may authorize its Authorized Users to access and use the applicable Product for their individual, personal, non-commercial, educational, academic, and instructional use, only. Authorized Users includes identified individuals authorized to use the Product. Customer shall ensure that the Authorized Users and any other person that uses the Product through the use of Customer's access to the Product shall comply with the Terms of Use. Customer shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Product. Individual Authorized User utilization of the Product shall be subject to CL's Gale Terms of Use and Privacy Policy then in effect. For Customers with intended users under the age of eighteen (18), Customer shall be responsible for securing acceptance to the Terms of Use by a parent or guardian. CL may with, or without notice, add features to the Product, or change or remove features of the Product, at any time. CL will use reasonable commercial efforts to ensure that the Product is available on a monthly basis not less than 98.0% of the time, exclusive of scheduled outages, maintenance, and downtime that is outside of CL's reasonable control. As Customer's sole remedy for CL's failure to meet the monthly uptime requirement, at Customer's request, CL may provide a refund of the Fee pro-rated for the month where service was interrupted, in CL's sole discretion. CL may suspend Customer's and/or any Authorized User's access to the Product without liability if: (i) CL reasonably believes that the Product is being used in violation of this Agreement; (ii) Customer fails to cooperate with CL's reasonable investigation of a suspected violation of this Agreement; (iii) there is an attack on the Product or it is accessed or manipulated by a third party in violation of this Agreement; (iv) CL is required by law, or a regulatory or government body to suspend access to the Product; or (v) there is another event for which CL reasonably believes that the suspension of access to the Product is necessary to protect the Product or CL's other customers from imminent and significant operational, legal, or security risk. CL will give Customer advance notice of a suspension under this Section of at least thirty-six (36) hours unless CL determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect the Product or CL's other customers from imminent and significant operational, legal, or security risk. CL will not suspend access to the Product if the grounds on which the suspension are based are cured during the forgoing notice period.

3. Intellectual Property. CL has the proprietary rights in and to the Product and Services and CL owns all, right, title, and interest thereto, including all intellectual property rights associated therewith, throughout the world. Customer shall not, by virtue of this Agreement or by virtue of its access to the Product obtain any proprietary rights in or to the Product or Services. Customer shall not use or transmit the Product or Services in any manner except as specifically authorized herein.

4. Warranties. Customer represents and warrants that: (i) Customer has full power and authority to enter into this Agreement and to grant the rights granted hereunder; and (ii) Customer shall not use the Product or Services in any manner except as expressly authorized in this Agreement.

5. Term and Termination. This Agreement shall commence as of the date specified in the Agreement and shall continue in full force and effect for the duration of the Term and shall have the option of renewal.

6. Payments and Fees. In consideration of the Product and Services provided by CL to Customer, Customer agrees to pay the Fee provided on the Invoice, plus any applicable shipping and handling fees, service fees, and applicable taxes. Customer shall remit payment within thirty (30) days of receipt of the Invoice, . Purchases are nonrefundable and cannot be exchanged. If Customer fails to make payment, CL may, without prejudice to its other rights and remedies (1) suspend or terminate Customer's (and Customer's Authorized Users') use and/or access to the Product. Customer shall reimburse CL for all reasonable expenses CL incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorneys' fees, and court costs. CL may charge a fee for reinstatement of suspended or terminated service.

7. Limited Liability. Neither CL nor its suppliers, nor their respective directors, employees, officers, or representatives will be liable for any damages of any kind arising from the use of or inability to use the Product and Services, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or any lost profits, lost data, or loss of revenue. Without limited the foregoing, CL's total liability will at all times be limited to the Fees paid by Customer for use of the Product and Services at issue during the immediately preceding twelve (12) month period.

8. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, and legal representatives and permitted successors and assigns, provided that the Customer may not assign this Agreement.

9. Confidentiality. The Customer shall not use itself or reveal to any person or business, confidential or proprietary information or material gained as a result of performing its obligations herein, including without limitation, the terms and conditions of this Agreement, except as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, the Customer shall notify CL before disclosing this Agreement). Notwithstanding the foregoing, the terms and conditions of this Agreement may be revealed by Customer as part of the normal reporting or review procedure to the Customer's accountants, auditors and legal counsel, provided such accountants, auditors, and legal counsel agree to keep such information confidential.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, and supersedes all other oral or written proposals, negotiations and other communications relating thereto. In the event of a conflict between the Agreement and any Invoice, the T&Cs, or other attachment hereto, the terms and conditions of the Agreement shall prevail. No amendment of this Agreement will be effective unless it is in writing and signed by both parties. No waiver of satisfaction of a condition or noncompliance with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or noncompliance with any other obligation. Any terms of this Agreement that contemplate compliance or otherwise by their nature should extend after the termination of this Agreement will remain in effect until fulfilled. Except for Customer's payment obligations, neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, acts of terrorism, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. This Agreement will be considered signed when the signature of a party is delivered by scanned image (e.g. as a "portable document format" or "PDF" file) as an attachment to electronic mail (email), and any such scanned signature is to be treated in all respects as having the same effect as an original signature, except that either party may require the exchange of original signatures.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts
14E1B4AA5E6A44A

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya Grier
EEC476C4837648D...

Tonya R. Grier
Chief Deputy County Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dominique Martinez
D7D420799114462...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman
94183FCA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

Cengage Learning, Inc

Brian McDonough   3-9-2021
_____
Brian McDonough – Sr VP Sales

2021-0019 1/20/2021	xxx xxx
ITEM#:_____ RCS:_____	ITEM#:_____ RM:_____
RECESS MEETING	REGULAR MEETING

MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT
(Software as a Service)

between

ICON SOFTWARE

("Licensor")

having its principal place of business at:

3453 Lawrenceville-Suwanee Rd. Suite A

Suwanee, GA 30024

and

FULTON COUNTY GEORGIA

("Customer")

having its principal address at:

130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303

This **Master Software Subscription and Services Agreement** (the "**Agreement**") is dated effective as of January 1, 2021 through December 31, 2021 between Customer and Licensor. Customer and Licensor may each be referred to individually as a "**Party**" and together as the **"Parties."** The Schedules to this Agreement (Schedules A-D) are attached and incorporated by reference.

   1. *Definitions.* The following definitions shall apply in this Agreement:

a. *Deliverables* – those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Licensor ("Licensor Deliverables") or Deliverables required from Customer ("Customer Deliverables").

b. *Documentation* – the written description of the functions and use of the Software.

c. *Error* – (1) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or, (2) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

d. *Functional Specifications* – the functions and/or criteria for the Software described as documentation related to the Software or as described in the Schedules.

e. *Intellectual Property* – all interests of any kind including: (1) trade secrets, (2) copyrights, (3) derivatives, (4) documentation, (5) patents, (6) the Software, (7) technical information, (8) technology, and (9) any and all proprietary rights relating to any of the foregoing.

f. *Customer Data* – all data of Customer, whether proprietary or non-proprietary to Customer, converted for use with the Licensor Deliverables. The services provided to Customer under this Agreement includes the hosting and operation of the Software at a third-party hosting facility that meets and maintains industry standard certifications for the privacy and security of Customer Data.

g. *New Product* - Any change or addition to Software and/or related documentation that: (1) has a value or utility separate from the use of the Software and documentation; (2) may be priced and offered separately from the Software and documentation; and, (3) is not made available to Licensor's subscription customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Licensor shall be final, binding, and conclusive.

h. *Statement of Work* – the attached Schedule B that provides the written description and specifications for the services to be provided by Licensor to Customer, including the Deliverables and milestone, delivery, and acceptance schedules.

i. *Software* – the Licensor software and any Third-Party Software supplied by Licensor pursuant to this Agreement as described in the attached Schedule A. The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Licensor of the additional fees and under additional terms and conditions, if required by Licensor.

j. *Software Acceptance Date* – the date of acceptance of the Licensor Deliverables by Customer as described in this Agreement or the date that Customer uses the Software in a live environment, whoever is sooner.

k. *Taxes* – all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed.

l.   *Test Validation Criteria* – the acceptance criteria for the Licensor Deliverables, including, without limitation, the Software, set forth in the Statement of Work.

m.   *Warranty Period* – the thirty (30) day period commencing on the installation of the Software

> **2. Contract Documents.** Customer hereby engages Licensor, and Licensor hereby agrees to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:
>
> > I.   Form of Agreement;
> > II.   Schedule A: Description of Software and Scope of Authorized Use;
> > III.   Schedule B: Statement of Work;
> > IV.   Schedule C: Pricing and Payment Schedule Service Fees; and
> > V.   Schedule D: Service Level Agreement.
>
> The foregoing documents constitute the entire Agreement of the Parties and is intended as a complete and exclusive statement of promises, representations, discussions, and agreements, oral or otherwise, that have been made in connection therewith. No modifications or amendments to this Agreement shall be binding upon the Parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the Customer's and the Licensor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.
>
> If any portion of the contract documents shall be in conflict with any other portion, the various documents comprising the contract documents shall govern in the following order of precedence: 1) the Agreement, 2) change orders, and 3) the exhibits.

3. *Subscription License.*

a.   *License.* Licensor grants the Customer a license to access and use the Licensor Software and Licensor Deliverables described in the attached Schedule A during the Term of this Agreement and in accordance with the terms and conditions of this Agreement. As part of the subscription by Customer, Licensor will perform the services described in this Agreement.

b.   *Scope of License Limited.* The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the Field of Use described in the attached Schedule A. No title or ownership in the Software or documentation is transferred to Customer. Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Licensor in advance and in writing. Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation.   Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.

c.   *Additional Software.* Customer may subscribe to additional Software hereunder by execution of a subsequent schedule.

d.   *Restrictions.* Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Licensor Intellectual Property notices. Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.

e.   *Installation at Data Center.* The Software will be installed (hosted) at and operated from a third-party data center. The data center will meet industry standard certifications or processes for data security.

4. *Fees, Installation Charges, and Taxes.*

a.   *Subscription Fees.* The subscription fees for the use of the Software are set forth on the attached Schedule C. Subsequent orders shall be at the fees in effect at the time of receipt by Licensor of any applicable subsequent schedule that identifies additional software to be included under this Agreement executed by Customer and Licensor. Fees resulting from the provision by Licensor to Customer of Third Party Software are passed through by Licensor to Customer, and, in that context, such fees payable by Customer shall increase, and such increase shall be payable, as and to the extent of any such fee increases payable by Licensor.

b. *Configuration, Installation and Services Fees.* Customer shall also pay for configuration and installation of Software and any other services required under that Agreement or requested by Customer as described in this Agreement at the then prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.

c. *Taxes.* The Licensor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Licensor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Licensor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the Customer at all reasonable times for inspection and copying. The Licensor shall apply for any and all tax exemptions which may be applicable and shall timely request from the Customer such documents and information as may be necessary to obtain such tax exemptions. The Customer shall have no liability to the Licensor for payment of any tax from which it is exempt.

5. *Delivery and Acceptance.*

a. *Delivery.* Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including the delivery schedule specified therein. Customer shall pay or reimburse Licensor for all costs of shipping Software to Customer, including freight, insurance, and special packaging charges, if any. The carrier, method of shipment, and other matters relating to shipment shall be determined by Licensor. Customer is responsible for movement into or within Customer's premises, site preparation per Licensor requirements, and other site expenses required for installation.

b. *Testing.* Testing of Licensor Deliverables shall be completed by Customer in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Customer.

c. *Installation.* Within thirty (30) days following completion of testing of the Licensor Deliverables, Licensor shall install the Licensor Deliverables at the hosting facility for acceptance testing.

d. *Acceptance.* Within ten (10) days following completion of installation, Customer shall either: (i) accept the Licensor Deliverables in writing; or, (ii) reject the Licensor Deliverables and provide Licensor with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Licensor will correct any Error and redeliver the Licensor Deliverables to Customer within thirty (30) days following receipt of the statement of Errors. Customer shall, within ten (10) days following such redelivery, accept or reject the redelivered Licensor Deliverables in accordance with the procedures set forth herein. Failure by Customer to provide a statement of acceptance or Errors within either of the ten (10) day periods specified herein shall be deemed to be acceptance by Customer of the Licensor Deliverables.

6. *Payment.*

a. *Fees for Initial Subscription Services.* Payment of Software subscription fees, installation fees, and other fees on the initial Schedule C attached will be made in installments as follows:

   (i) Seventy percent (70%) of such subscription fees for all modules, as indicated on the attached Schedule C, is due at the time Customer signs this Agreement.

   (ii) Thirty percent (30%) of such subscription fees is due upon the Software Acceptance Date for each individual module of Software as described in the attached Schedule C.

   (iii) Fees for installation of the Software including data conversion, system implementation, training, and forms generation, as indicated on the attached Schedule C, will be billed monthly as incurred and are payable within thirty (30) days following invoice by Licensor. Payments for all Third-Party Software provided by Licensor as described in the attached Schedule C shall be payable at least thirty (30) days prior to due date for payment by Licensor to Licensor's provider.

   (iv) The per-unit pricing during any renewal term may increase by up to eight percent (8%) above the applicable pricing in the prior term, unless Licensor provides Customer notice of different pricing at least eight (8) months prior to the applicable renewal term. Except as expressly provided in the applicable Statement of Work, renewal of promotional or one-time priced subscriptions will be at Licensor's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Software or service(s) has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

(v)   If any Third-Party Software is obtained directly from Licensor, Customer will pay Licensor fifty (50%) percent of all fees at the time Customer signs this agreement, twenty five (25%) percent of fees after products are installed at Customer's facility and twenty five (25%) percent upon Customers use of the Third-Party Software or the date of Acceptance, whichever comes first. These fees, if applicable, shall be detailed in Schedule C.

b. *Fees for Subsequent Software Subscription.* Payment of subscription fees, installation fees, and other fees to Licensor on any subsequent schedule shall be made as specified in such subsequent schedule.

c. *End of Life Upgrade Path.* If at any point in the future, and at Licensor's sole discretion, the Software is deemed to be a non-viable product, Licensor will provide a minimum of twelve (12) months' notice prior to Software end of life. During this period, all maintenance and support services will remain as stated in this Agreement. Pursuant to §5(b) above, Customer will, at their request, be moved to an equivalent software with no greater than a one hundred percent (100%) increase in annual recurring fees.

d. *Ancillary Charges and Out of Pocket Expenses.* All additional or ancillary charges (*e.g.*, additional training charges) and all out of pocket expenses of Licensor (*e.g.*, travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Licensor.

e. *Failure of Payment.* In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided*, *however*, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this §5(e).

7. *Warranty, Exclusions, and Disclaimer.*

a. *Software Warranty.* Licensor warrants that the Software shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Licensor's sole obligation and responsibility to Customer under the foregoing warranty is to remedy, at no cost to Customer, any such Error reported to Licensor during the Warranty Period. Notwithstanding the foregoing or any other term or provision of this Agreement, with respect to Third Party Software provided by Licensor hereunder, Licensor makes no warranties, but shall, to the extent legally permitted, pass through to Customer all warranties provided by the original licensor/manufacturer.

b. *Software Warranty Exclusions.* The foregoing warranties do not apply to any of the following:

(i)   Damage arising from any cause beyond Licensor's reasonable control, including, without limitation, damage due to the improper operation or use of Software by Customer, abuse or misuse of Software other than as designed or intended, malfunctions caused by alteration or tampering, or any reason specified in §15 (Excusable Delays) of this Agreement.

(ii)   Damage resulting from movement of Software after its initial installation.

(iii)   Malfunction or breakdown of Software due to attachment to, or addition or use of, software not supplied by Licensor with the Software, or as a result of attachment of the Software to hardware or software by anyone other than Licensor, or as a result of hardware associated problems.

(iv)   Damage, malfunction, or breakdown of Software due to improper operating environment, including, without limitation, temperature, humidity, dust, or static charge.

(v)   Destruction or damage, in whole or in part, of Software by any Person other than Licensor.

c. *SOFTWARE WARRANTY DISCLAIMER.* EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS §6 OF THIS AGREEMENT, Licensor DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS."

8. *Functional Specifications.* Customer understands that such Functional Specifications shall be defined in accordance with Licensor standard applications and that any application and/or communication and/or functions not currently supported by Licensor shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Licensor.

9. *Training.* Licensor shall provide training in the operation and maintenance of the Software. The number of training days is described in attached Schedule B*.* Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Licensor's then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Licensor's facilities.

10. *Third Party Software Licenses.* Customer shall execute all documents reasonably requested by Licensor and will abide by all reasonable requirements with respect to all Third Party Software licensed or sublicensed by Licensor to Customer under this Agreement, or necessary to the performance of the Software hereunder in accordance with the Functional Specifications, and Customer agrees to maintain in effect all required licenses and approvals of all applicable third Persons.

11. *Restrictions Upon Disclosure of Confidential Information.*

a. *Protection.* Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this §10, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

b. *Limited Disclosure.* Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.

c. *Ownership.* All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

12. *Intellectual Property Indemnity.*

a. *Indemnification of Intellectual Property Infringement Claims.* In the event of any actual or threatened claims by a third party that the Licensor Deliverables infringe upon any Intellectual Property of such third party, Licensor will indemnify Customer with respect to such claims. Customer shall immediately notify Licensor of any such claim. The foregoing indemnity shall be ineffective if any of the Licensor Software has been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any Person other than Licensor). Licensor will have no liability or obligation under this §11 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software with any component other than Licensor Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any derivative of any Licensor Intellectual Property created by any person other than Licensor. Licensor shall have sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Licensor with all reasonable assistance in the defense of the same.

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b. *Remedy.* In the event of a third party claim that the Licensor Deliverables infringe the intellectual property rights of a third party, Licensor shall have the right, as Customer's sole and exclusive remedy against Licensor, at Licensor's sole election, to: (i) modify the allegedly infringing Licensor Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Licensor.

13. *Rights in Software, Data and Materials.*

a. *Licensor Ownership.* As between Licensor and Customer, Licensor shall be the sole owner of all right, title, and interest in and to the Software, all Licensor Deliverables, documentation, and all copies or derivatives created by either Party, exclusive only of the Customer Materials. Customer hereby irrevocably grants, transfers, and assigns to Licensor, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, along with the good will of the business appurtenant to the use of any of the same. Customer further hereby irrevocably transfers and assigns to Licensor any and all moral rights Customer may have in and to such Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Licensor, execute all documentation necessary to formally transfer such rights to Licensor. Customer shall promptly notify Licensor in writing if it becomes aware of any violation, infringement, or unfair competition related to the Licensor Intellectual Property.

b. *Customer Ownership.* As between Licensor and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials. Licensor hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Licensor may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials. Licensor further hereby irrevocably transfers and assigns to Customer any and all moral rights Licensor may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Licensor shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer.

14. *Support and Maintenance Services*

a. Scope and Definitions. Licensor shall provide maintenance and support services necessary to ensure that the Software and Licensor Deliverables operate in conformity with Functional Specifications and the documentation. The following terms shall apply to this section.

  (i) Critical Defect – an Error in the Software and Licensor Deliverables or documentation which renders the Software and Licensor Deliverables unable to perform a Functional Specification and for which a workaround is not available.
  (ii) Non-Critical Defect – a defect in the Software and Licensor Deliverables or documentation that materially impacts the operation of the Software and for which a workaround is not available.
  (iii) Telephone Support – the provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Licensor Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Licensor about defects or problems. It is not a substitute for training of personnel by Customer.
  (iv) Basic Maintenance Period. The Basic Maintenance Period commences on Monday and continues through Friday of each week (8 a.m. to 7 p.m., Eastern Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

b. Covered Maintenance.

  (i) General. Maintenance services and Telephone Support will be performed by Licensor during the Basic Maintenance Period. Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software and Licensor Deliverables.
  (ii) Upgrades. Customer will receive all updated, patches and enhancements to the Software and Licensor Deliverables (except any New Product), including all related update releases and associated documentation.

(iii) Online Support and Telephone. Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense.

(iv) Exclusions. Maintenance Services do not include maintenance required by: (a) operator error or improper operation or use of the Software and Licensor Deliverables by Customer; (b) modifications, repairs, or additions to the Software and Licensor Deliverables performed by persons other than Licensor, or damage to Software and Licensor Deliverables by Customer's employees or third persons, training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Licensor's then current billable call maintenance rates in effect.

(v) Response Times. Licensor will use its commercially reasonable efforts to respond within four (4) hours (but only during the Basic Maintenance Period) of notice from Customer of the need for maintenance services or notice of a request for Online Support or Telephone Support. Any such notice from Customer shall, to the extent possible, identify all Critical Defects, and, in connection with the provision of any maintenance service, Online Support, and/or Telephone Support, Customer shall, at its own expense, provide its full good faith support and cooperation with Licensor's efforts at resolution. Non-Critical Defects will be corrected as soon as practicable or in a following update or release.

(vi) Billable Call Maintenance. Any maintenance service or related service or training other than Covered Maintenance Services will be charged at Licensor's then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Licensor.

15. *Subscription Termination or Expiration.*

a. The term of this Agreement will commence on January 1, 2021, and will continue through and including December 31, 2021. This renewal constitutes the final renewal options available per the original contract.

b. Licensor may terminate Customer's subscription to the Licensor Deliverables if Customer commits any material breach of the terms and conditions of this Agreement, including non-payment of any fees due to Licensor, if Customer does not cure any such default within ten (10) days after notice is given to Customer.

c. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) days after receipt of the terminating Party's written notice of default concerning the same.

d. Notwithstanding any other provisions specified herein, the Customer may terminate this Agreement for its convenience at any time by a written notice to Licensor. If the Agreement is terminated for convenience by the Customer, as provided in this section, Licensor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Licensor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. If, after termination, it is determined that the Licensor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

e. Upon termination under this clause or expiration of the Agreement term, Customer shall discontinue all use of the Software and Licensor Deliverables and shall immediately return to Licensor all copies of the Software and Licensor Deliverables and all other materials which contain any Confidential Information of Licensor in Customer's possession or control. Customer shall also permanently delete all copies of all such items residing in Customer's on or offline computer memory. Licensor shall be entitled to enter into any location controlled by Customer to repossess and remove all Software, Licensor Deliverables, documentation and any other Confidential Information of Licensor, and/or to deactivate and remove any Software from Customer's systems. Customer shall, within five (5) days following the effective date of termination or expiration of Customer's subscription, certify in writing to Licensor, by an executive officer of Customer, that all copies of the Software, Licensor Deliverables and all documentation and any other materials required to be returned to Licensor or to be deleted have been returned or deleted as appropriate.

f. *Customer Data Portability and Deletion.* Upon request by Customer made within 30 days after the effective date of termination of a Statement of Work, Licensor will make Customer Data available to Customer. After such 30-day period, Licensor will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in Licensor systems or otherwise in Licensor possession or control, unless legally prohibited.

16. ***Excusable Delays.*** Notwithstanding any other term or provision of this Agreement, Licensor shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Licensor, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

17. ***Limitation of Liability.*** IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO Licensor DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

18. ***Limitation on Damages.*** Licensor SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LICENSOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

19. ***Allocation of Risks.*** CUSTOMER UNDERSTANDS AND AGREEMENTS THAT THE FEES CHARGED BY Licensor SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

20. ***Miscellaneous Provisions.***

a. *Binding upon Successors and Assigns.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

b. *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

c. *Entire Agreement.* This Agreement, together with the schedules, constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.

d. *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.

e. *Notices.* Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section.

f. *Choice of Law; Construction of Agreement.* This Agreement will be construed under the laws of the State of Georgia, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

g. *Further Assurances; Cooperation.* Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.

h. *Non-Solicitation.* For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Licensor who has been directly or indirectly involved in the development, licensing, installation, or support of any Licensor software product.

i. *Independent Contractor Status.* It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Licensor shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Licensor.

j. *No Third-Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

k. *Survival.* The provisions of Sections 10, 11, 12 and 15 through 19 shall survive the expiration or termination of this Agreement.

l. *Fees and Costs.* In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.

m. *Cooperative Procurement:* This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Licensor reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

ICON SOFTWARE CORP:

By: Marty Hahn *Marty Hahn*
137A7984CCAF483...

Name: Marty Hahn

Title: President

Date: 03/11/2021

COUNTY: **FULTON COUNTY, GEORGIA**

Robb Pitts   03/18/2021
167FDE80EDAF436...
Robert L. Pitts, Chairman
Board of Commissioners

ATTEST: *Tonya Grier*   03/18/2021
FEC476C4837648D
Tonya Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM: Dominique Martinez

Dominique Martinez   03/17/2021
D7D420799114462...
Office of the County Attorney   Senior Assistant County Attorney

APPROVED AS TO CONTENT:

David Summerlin   03/17/2021
D836CAA0AB034AA...
David Summerlin
Superior Court Administrator

ITEM#: 2021-0019 **RCS:** 1/20/2021	**ITEM#:**_____ **RM:**_____
RECESS MEETING	**REGULAR MEETING**

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Schedule A

Description of Software and Scope of Authorized Use

Authorized Field of Use By Customer: Fulton County Courts, Georgia.

Description of Software:

JURY360 is a browser-based jury management system with built in functionality designed to increase efficiency for court users and decrease reliance on manual paper workflows. The following functionality is included:

JURY360 Features:
- Maintenance and Revision of the Jury database
- Selection of Jury Pools
- Print Summons, Questionnaires, Notices, Letters, and other documents
- Dashboard technology for Jury managers
- Tabbed browsing allows a user to open multiple concurrent tasks.
- Role based security and detailed audit features.
- Process attendance, panels, no shows
- Defer, Transfer, Impanel, or Excuse Jurors
- Schedule events, Alerts and Workflows.
- Bar code and QR code processing of Jurors at check in, moving to and from courtroom and jury assembly room, mail processing, etc.
- Custom reports and queries.
- Courtroom event processing and visual voir dire
- Custom Jury Summons and Questionnaires
- Financial Accounting – receive payments, reconcile accounts, pay bills, print checks, detailed financial statements, audit reports, and pay jurors using various funding options.

eJuror Portal
- Update Juror Information
- Online requests for deferral or excusal
- Self-service jury service letter
- Submit electronic questionnaire
- Check service status
- Text, IVR, and email access and notifications

Hosted JURY:

Using hosted private cloud and hyperscale cloud connectivity, JURY360 is provided in a flexible and advanced VMware infrastructure. JURY360 can be scaled for any size court and customer needs without disruption of services.

Private Cloud features and benefits include:

- High performance flash storage
- Proactive monitoring
- Support of network 24/7/365
- Reduced hardware failure risks
- Eliminate security risks and provide regulatory compliance
- Hyperscale cloud connectivity options with AWS, Google cloud, Azure, and more

Backup Processes:

Application servers utilize load balancing algorithms of Round Robin where clients are distributed in rotation and IP Hash combines the source and destination IP to generate a hash key which can be regenerated if a session is broken and redirect the client to the same server session.

SQL servers are in a high-availability cluster so that your data is always available, and load balanced even during scheduled monthly server updates and patching. Additionally, production SQL servers utilize log shipping which occurs every hour off-site to create restore points and limit data loss.

MyVault – MyVault is an appliance that provides backup services. We have installed a MyVault appliance in the Flexential data center that is cross connected to our cloud. Your data, documents, and images are fully backed up using this appliance and copied off-site using this service. This also provides a near offline copy of all data daily.

Recovery Cloud – Disaster Recovery

Features of disaster recovery include:

- 24/7 support and guided disaster declaration
- Disaster Recovery centers strategically located
- Recovery Point Object is near real-time replication with average RPO of less than 9 seconds since the last checkpoint was written to the journal.
- Recovery Time Objective is less than 4 hours.
- Recovery journals provide point-in-time recovery up to 30 days
- Improves security and recovery capabilities against malicious attacks including ransomware
- Our co-location for disaster recovery failover is in Louisville, KY.

Schedule B
Statement of Work

Licensor will be renewing support and maintenance of the JURY360 Jury Management System as a hosted installation.

Schedule C
Pricing and Payment Schedule
Service Fees

JURY360 Software			
Description	**Units**	**Unit Rate**	**Amount**
JURY360 SaaS - Hosted By Icon	Monthly rate billed annually	$1,950	**$23,400**
Includes: High Availability Hosting and Replication Version Upgrades and enhancements Maintenance and Support Up to 50 GB's storage and database size* *(additional storage: **$100** per 50GB per month)*			

*Customer will be required to purchase additional storage as priced above once current data storage reaches eighty percent (80%) capacity.

Additional Services			
Description	**Units**	**Unit Rate**	**Amount**
IVR			
Interactive Voice Response system for access by summoned jurors	Included	$0	$0
Email			
Email notifications, communication between the court and jurors, and access by summonsed jurors. Receive Emails from jurors directly into Jury360	Included	$0	$0
Text			
Text notifications, communication between the court and jurors, and access by summonsed jurors	Included	$0	$0
Video (additional service feature)			
Video communication between the court and jurors, and access by summonsed jurors and court.	TBD	TBD	TBD
Custom Programming			
• Custom Programming outside of Scope of RFP	Hours TBD	$225	TBD
Summons Printing and Mailing Service			
• Summons printing and mailing services	Per Summons	$0.84	TBD

• Additional summons inserts Color	Per Summons	$0.06	TBD
• Additional summons inserts B & W	Per Summons	$0.04	TBD
Integrations			
• Integrated Payments	*Included*		*Included*
Reports, Forms, Custom Summons or Questionnaires			
• Additional Reports & Forms Development (8 hours each)	Hours TBD	$175	TBD
Total Estimated Services			**TBD**

**Travel Costs	
Meals and Incidental	Local GSA Per Diem Rates
Lodging	Actual Charges
Transportation- Rental Car	Actual Charges (*midsize vehicle*)
Transportation – Air Travel	Actual Charges (*Coach Fare*)
Transportation – mileage	Privately owned vehicle mileage reimbursement per GSA.
Transportation – Taxi, Parking, or other	Actual Charges

Payments	
Description	**Rate per transaction**

16

Schedule D
Service Level Agreement

1. DESCRIPTION OF SERVICES

1.1. *Support Services*

1.1.1. During the term of this Agreement, Licensor will provide the services described herein so as to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in the Schedule.

1.1.2. Licensor will make available to Customer a telephone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm EST, Monday through Friday, excluding legal holidays. This service telephone line can also be used to notify Licensor of problems associated with the Software and related documentation.

1.2. *Remedial Support*

Upon receipt by Licensor of notice from Customer through the Licensor Support Center of an error, defect, malfunction or nonconformity in the Software, Licensor shall respond as provided below:

1.2.1. **Critical Defect**:

Response: Licensor will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Defect problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) business hours and an emergency software fix or an acceptable work-around will be provided within eight (8) business hours. Licensor will continue to provide best efforts to resolve Critical Defects and will provide problem resolution within five (5) business days of the reported issue.

1.2.2. **Non-Critical Defect**:

Response: Licensor will provide a response by a qualified member of its staff to begin to diagnose and to correct a Non-Critical Defect problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) business hours and an emergency software fix or an acceptable work-around will be provided within five (5) business days.

1.2.3. **Feature Request**:

Definition: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Licensor.

Response: Licensor will provide, as agreed by the parties via Change Order, a resolution for Feature Requests in future software releases.

1.3. *Services*

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

1.3.1. Bug fixes;

1.3.2. Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;

1.3.3. Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor; and

1.3.4. Performance enhancements to Software.

1.3.5. Updates do not include:

    a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and

    b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

Updates will be provided in machine-readable format and updates to related documentation will be provided in soft copy form. All such deliveries shall be made available to Customer at a specific Licensor FTP location. Duplication, distribution and installation of Updates are the responsibility of Customer. If requested prior to 5:00pm on the current business day, Licensor will provide assistance for the installation of Updates on the next business day.

Licensor will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, Licensor shall have no further responsibility for supporting and maintaining the prior releases.

Licensor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software if Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Software and were made without prior notification and written approval by Licensor. Licensor assumes no responsibility for the operation or performance of any Customer-written or third-party application.

1.4. *Services Not Included*

Services do not include any of the following: (i) custom programming services; (ii) support of any software that is not Software; (iii) training; (iv) out-of-pocket and reasonable expenses, including hardware and related supplies.

2. SERVICE LEVEL AGREEMENT MANAGERS

2.1. Licensor and Customer will each appoint an appropriate person for ongoing development and management of the Agreement. SLA Manager responsibilities are as follows:

2.1.1. Serve as the point of contact for problems or concerns related to the SLA itself and the delivery of services described in the SLA.

2.1.2. Maintain ongoing contact with the other party's SLA Manager.

2.1.3. Serving as the primary point of contact in the escalation process.

2.1.4. Coordinating and implementing modifications to service delivery and to the SLA Schedule.

2.1.5. Periodically assessing the effectiveness of mechanisms selected for service tracking and reporting.

2.1.6. Planning and coordinating service reviews.

2.1.7. Facilitating and participating in conflict resolution processes regarding service effectiveness

2.1.8. Assessing and reporting on how the Licensor and Customer can further strengthen their working relationship.

3. LOCATIONS

3.1. *Customer Provided Network Location(s)*

Address: 185 Central Avenue, S.W.

Suite T-7000

Atlanta, Georgia 30303

Licensor Location

Primary hosting facility: Flexential – Atlanta, Georgia (Norcross)

Backup hosting facility: Flexential – Louisville, Kentucky (East)

Designated site, username, and password are provided separately for security.

4. RESPONSIBILITIES

4.1. *Customer Responsibilities*

4.1.1. Properly stage all Equipment in the Production and Testing environments at the Customer Provided Network Location(s) specified in Schedule D §3.1.

4.1.2. Arrange for all labor, tools, and test equipment necessary to completely install and test the Equipment at the Customer Provided Network Location(s) specified in Schedule D §3.1.

4.1.3. Provide Licensor with a Customer contact list including names, cell and office phone numbers and pager numbers if available of key contacts for the routine service and emergency repair of the Equipment at the Customer Provided Network Location(s) specified in Schedule D §3.1.

4.1.4. Make necessary arrangements to work cooperatively with Licensor in the isolation of troubles at the Customer Provided Network Location(s) specified in Schedule D §3.1.

4.1.5. Bear all costs associated with third party vendor efforts in disaster recovery of the Equipment and Covered Software at the Customer Provided Network Location(s) specified in Schedule D §3.1.

4.1.6. Provide Licensor with any necessary agency authorization, such as access badges, as may be required for Licensor to fulfill its obligations under this Service Level Agreement Schedule.

4.1.7. Report all troubles with the Software as outlined in Schedule D §1.

4.1.8. Request assistance from the Licensor with "First Level Services".

4.1.9. Customer will be responsible for all hardware, including but not limited to, workstations, servers, IVR equipment, printers, and scanners. Customer will run any Licensor supplied MSI to install any necessary files on a workstation or server that are required to use the Software.

4.2. *Licensor Responsibilities*

4.2.1. Licensor will provide a central telephone number and email address to be used by Customer to report all troubles, schedule visits, request service, and to request Licensor Technical Support as outlined in §1 and §2 of this Schedule.

4.2.2. Licensor will provide Customer with an MSI when necessary that will allow Customer the ability to install any necessary files on a workstation that are required to use the Software.

4.2.3. Licensor will provide Customer with updates and patches for any defect or enhancement made to the Covered Software even if the defect or enhancement was not reported by Customer.

4.2.4. Licensor will perform "First Level Services" on the {County} Test Environment and the {County} Production Environment for Covered Software for the Customer or the Customer's designated vendor at the Customer Provided Network Location(s) specified in Schedule D §3.1.

4.2.5. Licensor performed "First Level Services" on the Covered Software is defined as follows:

4.2.5.1. Execute approved SQL Scripts for updates and patches.

4.2.5.2. Install updates and patches to Software.

4.2.5.3. Modify IVR scripts if affected by updates and patches.

4.2.5.4. Support and diagnostic services as outlined in Schedule D §1. (Description of Services).

4.2.5.5. Report any Customer-side defects causing Software performance issues.

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INSTITUTIONAL AND BUSINESS SUBSCRIPTION AGREEMENT

This Institutional and Business Subscription Agreement sets forth the terms and conditions of your use of the Site and the Services, each as defined below. Additional terms are contained on the Site. Please read all terms and conditions carefully. By executing this agreement, you agree to be bound by the terms and conditions herein, as well as those contained on the Site.

1.   License Grant

a. World Book Online (the "Site") is an on-line information and educational service provided by World Book, Inc. ("World Book") consisting of information, services and content provided by World Book, affiliates of World Book, and third parties. World Book grants to you a non-exclusive, non-transferable license for you and your authorized users ("Authorized Users" as defined in Section 1(b) below) to access and use the services ("Services"), identified in the **Subscription Information Form** (following this agreement), on the Site subject to the terms and conditions of: (i) the Terms and Conditions of Use, Privacy Policy and other policies posted throughout the Site (collectively, the "Additional Terms", which are incorporated herein by reference, as the same may be changed from time to time by World Book); and (ii) this Institutional and Business Subscription Agreement. The Additional Terms and this Institutional and Business Subscription Agreement shall be collectively referred to as the "Agreement". In the event of a conflict between the terms of this Institutional and Business Subscription Agreement and any other terms, the terms of this Institutional and Business Subscription Agreement shall control.

b. The right to use the Services is granted only to you and your Authorized Users and is not transferable or assignable to any other person or entity. You may permit multiple workstations to access the Services, but only by Authorized Users. Authorized Users shall be members or affiliates of your organization who are established by reasonable security measures developed by World Book, such as: User ID, "cookies", IP address, referring URL, or library card number. User access to the Services utilizing these security measures shall be maintained by you to prevent unauthorized access to the Services.

c. It is your responsibility to ensure that all use of the Services, including, without limitation, use by Authorized Users, is strictly in compliance with the terms of the Agreement. You acknowledge and agree that home access to the Site via a private computer is only permitted by an individual utilizing his or her password, for personal, non-commercial use. You shall not permit utilization of the Site by another institution or entity. Use of your password by another institution or entity is strictly forbidden and may result in immediate termination of this Agreement.

d. You represent and warrant that the data included in the **Subscription Information Form** is true and accurate as of the date your access to the Services is activated by World Book and that you promptly shall inform World Book in the event that any data included in the **Subscription Information Form** needs to be updated or changed.

2.   Usage Obligations

a. Except to the extent expressly provided in this Agreement, you may not copy, use, sublicense, lease or otherwise remarket or distribute by any means now or hereafter available any portion of or content on the Site.

b. You agree:

    (i)   to promptly notify World Book if you or your Authorized Users suspect unauthorized use of the Site;

    (ii)   that you and your Authorized Users are responsible for the results obtained, and conclusions drawn, from your or your Authorized Users' use of the Site;

    (iii)   that you and your Authorized Users will comply with all applicable laws, regulations, or conventions in using the Site;

    (iv)   that neither you nor your Authorized Users are a specifically designated individual or entity under any U.S. (or other) embargo or otherwise subject, either directly or indirectly, to any order issued by any

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agency of the U.S. Government (or any other government) limiting, barring, revoking or denying, in whole or in part, you or your Authorized User's export privileges and that you will immediately notify World Book in the event you or any of your Authorized Users become subject to any such order; and

(v) that neither you nor your Authorized Users will export or re-export any Site content, directly or indirectly, to any countries that are subject to U.S. export restrictions.

3. The Site

a. The Site is generally available twenty-four (24) hours a day, seven (7) days a week. However, World Book may, at any time, without notice or liability, restrict the use of the Site or limit its availability in order to perform maintenance, update the Site, or for any other reasons World Book deems appropriate.

b. To the extent that the Site contains links to other web sites or resources ("Third-Party Materials"), your use of such Third-Party Materials shall be governed by any terms and conditions specific to those Third-Party Materials, in addition to this Agreement. The proprietors of such Third-Party Materials may provide technical support of such Third-Party Materials, restrict the use of such Third-Party Materials or limit the availability of such Third-Party Materials for any reason. World Book shall not be liable for any Third-Party Materials.

c. Title to, ownership of, and all proprietary rights in and to the content contained on the Site are reserved to and will at all times remain with World Book and its licensors. You shall have only those limited license rights with respect to the Site expressly granted to you in this Agreement. All rights not expressly granted herein are reserved to World Book and its licensors.

4. Warranty

The Site and content contained therein are believed by World Book to be accurate as of the date of publication. HOWEVER, WORLD BOOK OFFERS NO GUARANTEE OR WARRANTY THAT EITHER THE SITE OR THE CONTENT THEREIN ARE WITHOUT ERROR. THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WORLD BOOK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WORLD BOOK DOES NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WORLD BOOK DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE FREE OF DEFECTS, INCLUDING WITHOUT LIMITATION, VIRUSES OR OTHER HARMFUL ELEMENTS. THE USER OF THIS SITE ASSUMES ALL COSTS IN CONNECTION WITH ANY SERVICING, REPAIR OR CORRECTIONS CAUSED BY USE OF THE SITE.

5. Limitation of Liability

IN NO EVENT WILL WORLD BOOK OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY ~~DIRECT,~~ INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE SITE OR ANY INFORMATION CONTAINED THEREIN (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS, LOSS OR CORRUPTION OF DATA, OR COMPUTER FAILURE OR MALFUNCTION), REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnification

[Intentionally deleted.]

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7.   Charges and Payment

You shall pay to World Book or World Book's designee, as appropriate, all invoiced fees and charges due under the Agreement within thirty (30) calendar days of your receipt of an invoice. ~~You agree to pay all attorney and collection fees arising from efforts to collect any past-due amounts from you to the maximum extent allowed by law~~.

8.   Changes and Notifications

a. World Book may, at any time, change the Site and/or the content thereof, or the Additional Terms. A summary of any such changes will be provided to you in the "Subscriber News" section of the Site. If you find any change World Book makes to be unacceptable, you may cease using the Site and terminate this Agreement in accordance with its terms. Your continued use of the Site after the effective date of a change constitutes your continued acceptance of the Agreement and the Site, as changed.

b. It is your responsibility to check the "Subscriber News" section regularly and review any changes made. World Book may, at its discretion, supplement the above notices: (i) by putting a pop-up notice on your screen when you access the Site; (ii) by sending you a letter or e-mail; or (iii) utilizing any other reasonable means.

c. If World Book needs to contact you regarding your account, World Book shall do so by regular mail or e-mail. If you need to contact World Book concerning the Site or your account, you may contact World Book at sub.questions@worldbookonline.com.

9.   Term and Termination

a. The initial term of this Agreement shall be for the period of one (1) year from the date your access to the Services is activated by World Book.

b. Either you or World Book may terminate this Agreement and your access to or use of the Services for any reason at any time by giving the other party notice of termination in writing. Such termination shall be effective upon receipt of the notice. World Book may terminate this Agreement and you or your Authorized Users' access to or use of the Services without notice for your non-payment of any amounts due hereunder and for any conduct by you or your Authorized Users that World Book determines in its sole discretion, either (i) violates this Agreement, (ii) interferes with other users' use of the Site, or (iii) is otherwise inappropriate. Upon any termination, your license to use the Services and to access the Site automatically terminates. In the event that this Agreement is terminated by World Book for cause or by you for any reason, any fees or charges paid by you to World Book pursuant to this Agreement will not be refunded or prorated.

c. Those sections of this Agreement that should by their nature survive termination or expiration of this Agreement, shall survive such termination or expiration

10.   Subscription Renewal

This Agreement shall renew for successive additional terms of one (1) year each upon World Book's receipt from you and acceptance of a valid purchase order or other form of payment approved by World Book to extend the term of this Agreement. If no valid payment is received and/or accepted by World Book prior to the expiration of the then-current term, this Agreement will automatically terminate at the end of the then-current term.

11.   Miscellaneous

a. This Agreement (together with any additional terms and any attachments hereto) constitutes the entire agreement between World Book and you, and supersedes all previous written and oral agreements or understandings between the parties with respect to the Services and the Site.

b. Subject to the terms of this Agreement, any information exchanged between you and World Book while you are using the Site is not confidential and shall in no way create a confidential relationship.

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c. Any terms varying from or adding to this Agreement in any communication from you are void unless expressly agreed to in writing by World Book.

d. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the validity of the remainder of this Agreement will not be affected and each remaining provision of this Agreement will be valid and enforced to the fullest extent of the law.

e. Neither party shall be deemed to have waived any breach by the other party of any of the provisions of this Agreement. The waiver by either party of any breach shall not constitute a waiver of any different or subsequent breach.

f. Nothing contained in this Agreement will be construed to prevent World Book from complying with law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by World Book with respect to such use.

g. This Agreement will be governed by the laws of the State of Georgia without regard to its conflict of law provisions. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts located in Fulton County, Georgia, and the parties hereby consent to such jurisdiction and venue.

By signing below, you warrant that you have authority to bind the entity on whose behalf you are signing and acknowledge that you have read, understood and agree to be bound by this Agreement.

SUBSCRIBER: Fulton County, Georgia
  on behalf of Fulton County Library System

X: _Robert L. Pitts_____
   DocuSigned by:
   14E1B4AA5F6A44A...
Print: _Robert L. Pitts_____

Title: _Chairman_____

Date: _02/25/2021_____

WORLD BOOK, INC.
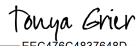
X: _____

Print: _Molly Stedron_____

Title: _Assistant Controller, Finance____

Date: _29 December 2020_____

OWNER:

FULTON   COUNTY,   GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A

Robert L. Pitts, Chairman
Fulton   County   Board   of
Commissioners

ATTEST:

DocuSigned by:

Tonya Grier

EEC476C4837648D

Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dominique Martinez

D7D420799114462...

Office of the County Attorney
APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman

94183FCA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:
WORLD **B**OOK, INC.

Molly

Molly Stedron
Assistant Controller, Finance
By signing above I attest that I am an
authorized signer for the company

2021-0019   1/20/2021   xxx   xxx

ITEM#:	RCS:	ITEM#:	RM:
RECESS MEETING		**REGULAR MEETING**	

1

RESOLUTION APPROVING AN OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR FULTON COUNTY FOR THE YEAR 2021 IN ACCORDANCE WITH FULTON COUNTY'S BUDGET ORDINANCE

WHEREAS, Fulton County's County Manager submitted a proposed budget to the Board of Commissioners on November 15th, 2020, as required under the County's Budget Ordinance, and

WHEREAS, Fulton County's Board of Commissioners held a public hearing, as required by O.C.G.A. § 36-81-5, at a meeting on December 2, 2020, and

WHEREAS, O.C.G.A. § 36-81-6 requires that on a date after the conclusion of the hearing, the governing authority adopt a budget ordinance or resolution making appropriations in such sums as the governing authority may deem sufficient, whether greater or less than the sums presented in the proposed budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County, Georgia, that the 2021 proposed operating budget, including all amendments presented in the adopted budget booklet provided to each commissioner and any additional changes approved by the Board of Commissioners during the budget discussion and deliberation process is hereby approved.

SO PASSED AND ADOPTED, this 20th day of January , 2021.

FULTON COUNTY BOARD OF COMMISSIONERS

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

_____
Tonya Grier
Clerk, Board of Commissioners

APPROVED AS TO FORM

_____
Patrise Perkins-Hooker
County Attorney

Recess Meeting 21-0019
1-20-21

The New York Times

GROUP SUBSCRIPTION PURCHASE ORDER

Subscription Start Date: Access will begin 7–10 business days after contract execution date unless a later date is agreed upon.

ACCOUNT INFORMATION
Institution Name ("Client"): Fulton County GA on Behalf of Fulton County Library System

Account Contact:
Name: Elizabeth Keathley
Title: Electronic Resources Librarian
Phone: (404) 612-7302
Email: elizabeth.keathley@fultoncountyga.gov
EIN (required for tax exemption):

Send Bill to:
Name: Brazos Price
Address:
One Margaret Mitchell Square NW #631
Atlanta, GA 30303
United States

Phone: (404) 697-3796
Email: brazos.price@fultoncountyga.gov

SUBSCRIPTION INFORMATION

Population Served: 800,000
Subscription fee (USD): $13,852.80
Bill frequency: 52 Weeks
Duration of the Subscription: 52 weeks

This subscription will expire at the end of the subscription duration unless the Client notifies NYT.

Technical contact at my institution regarding IP ranges(s):
Name: Brazos Price
Phone: (404) 697-3796
Email: brazos.price@fultoncountyga.gov

Basic Digital Access: Users will have unlimited access to nytimes.com and mobile applications(mobile applications not available while within the indicated IP range). Cooking, Crosswords and e-reader editions (e.g. Kindle Fire, Nook) are not included.

Additional comments:
This Agreement shall commence on the effective date and shall remain in effect for 52 weeks. The Agreement may be renewed for additional Renewal Terms of 52 weeks each with written notice thirty days prior to the end of the term. This Agreement is part of the Fulton County Annual Hardware and Software Maintenance and Support List (AML) which is approved annually by the Fulton County Board of Commissioners. As such, payment for the current term of this Agreement will be completed by December 31, 2021.

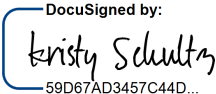## TERMS AND CONDITIONS OF THIS PURCHASE ORDER

v20200417

This order is binding on Client upon its signature. This order is subject to review by The New York Times ("NYT") and will be binding on NYT once approved by NYT. Payment of the Subscription Cost is due and payable to NYT in full within 30 days from the date of the NYT invoice. All payments due hereunder shall be in US Dollars (except as otherwise stated) and are nonrefundable. The Subscription Cost is exclusive of any applicable taxes payable for the Subscription. Client acknowledges that NYT has the right to deactivate the Subscription at any time if Client fails to timely pay the amounts invoiced by NYT or fails to comply with the terms herein. Client acknowledges that Client will not receive a notice of renewal and expressly waives the application of New York General Obligation Law section 5-903, and any similar laws. Client shall not use NYT's name, logo, trademark, service mark or other designation in any manner without the prior written consent of NYT. Neither Client nor NYT shall disclose any of the terms contained herein. Each person who is receiving access to the Subscription through information provided by the Client or redemption of a code provided to Client is an "Authorized User." Authorized Users may be required to create an account with NYT on NYTimes.com. Client IP range(s) must be an external public-facing static IP range(s) or Proxy IP, and Client is fully responsible for all costs associated with setting up and maintaining such IP range(s). Client agrees to provide NYT with true, accurate and complete information as required by the Subscription sign-up process, including the Client IP range(s), and to allow NYT to share Client's information with third parties for the purpose of verifying the information provided by Client. Client agrees to maintain and promptly update Client information and any other information provided to NYT, including the Client IP range(s). NYT may supply Client with redeemable codes. Client is responsible for distributing codes to Authorized Users. Client is responsible for any loss, theft or unauthorized use of any code. Codes are redeemable on nytimes.com for access to nytimes.com for a certain period of time described above. Codes have an expiration date which will be communicated to Client upon delivery of the codes. A code is good for one-time use only. Each code is non-refundable, non-returnable and non-exchangeable and has no monetary value. Client warrants and represents to NYT that no Authorized User is under the age set by Client's and Authorized Users' local laws to enter into legally binding contracts or permit NYT to legally process personal data of Authorized Users as described in NYT's Privacy Policy. In the event an Authorized User is under this age (but never younger than 13 years old), Client further warrants and represents to NYT that it has obtained, and will continue to obtain, valid parental or legal guardian's consent to NYT's Terms of Service and Privacy Policy and any amendments thereto. If such consent is withdrawn, Client agrees to immediately terminate the access of such Authorized User. Client will be liable for any damages arising from any inaccurate information provided by Client or breach of the terms contained herein. The Subscription provides only select access to The New York Times archives and does not replace database services to which Client may currently subscribe to. Subscription does not constitute authorization for Client to copy content from NYT digital products or publish such content on Client's website, intranet or any other platform. NYT hereby grants to Client a nonexclusive, nontransferable, nonsublicensable license to allow its Authorized Users to consume NYT content for personal use and for Client's internal research, educational and general awareness purposes. Authorized Users' access to NYT digital products and Subscription is subject to the NYT Privacy Policy (located at https://www.nytimes.com/content/help/rights/privacy/policy/privacy-policy.html) and Terms of Service (located at https://www.nytimes.com/content/help/rights/terms/terms-of-service.html). For information on reproducing New York Times content, permissions, linking, privacy policy and Terms of Service, please refer to:
http://www.nytimes.com/content/help/rights/permissions/permissions.html
http://www.nytimes.com/content/help/rights/linking/linking.html

These Terms and Conditions shall be construed and enforced under the substantive laws of the State of New York, without regard to its conflict of laws provisions, except if Client is legally prohibited to be subject to the laws of a state/country other than the state/country of its location (in such case the state/country of the location of Client shall govern these Terms and Conditions).
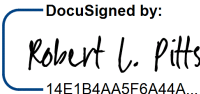
The New York Times Company

Name: Kristy Schultz

Title: VP of Growth, Enterprise Subscriptions

Date: 09/17/2021

Signature:
DocuSigned by:

Kristy Schultz
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Fulton County GA on Behalf of Fulton County Library System

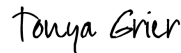**Name:** Robert L. Pitts

Title: Chairman

Date: 09/23/2021

Signature:

DocuSigned by:

Robert L. Pitts
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v20200417

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5E6A44A

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya Grier

EEC476C4837648D...

Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dominique Martinez
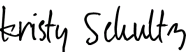
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Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Gayle Holloman

94183FCA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:
[INSERT COMPANY NAME] The New York
Times Company

DocuSigned by:

Kristy Schultz

59D67AD3457C44D...

[Insert name] Kristy Schultz
[Insert title] VP of Growth, Enterprise Subscriptions
By signing above I attest that I am an
authorized signor for the company

21-0019   1/20/2021   xxx   xxx

ITEM#:_____ RCS:_____	ITEM#:_____ RM:_____
RECESS MEETING	**REGULAR MEETING**

1

Licensed Data Schedule to the
Master Product Suite Agreement

This Licensed Data Schedule to the Master Product Suite Agreement ("Schedule") is entered into and effective September 15, 2021 (the "Schedule Effective Date") by and between Fulton County, GA on behalf of the Fulton County Library ("Client") and Data Axle Inc. ("Data Axle"), pursuant to the Master Product Suite Agreement referenced herein (the "Agreement"). All capitalized terms not otherwise defined herein will have the same meaning ascribed to them in the Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Definition of Licensed Data:	Licensed Data means any Record(s), Lookup Table(s), and information derived from one or more of Data Axle's proprietary database(s) as more particularly set forth below ("Licensed Data"). Data Axle's Product Suite includes Licensed Data. The Licensed Data Selection ("Licensed Data Selection") is the particular subset of Records set forth on Appendix 1 for which Client is licensing in accordance with this Agreement and Schedule. Record means a unique identification number as created by Data Axle and any related attributes assigned to such identification number set forth in Appendix 1 ("Record"). Lookup Table means Data Axle's decode table that enables the interpretation of the Licensed Data in raw form ("Lookup Table").
License Grant ("Licensed Data Selection Grant") and Use Case ("Use Case"):	Data Axle grants Client a limited, non-exclusive, non-transferable, non-sublicensable license for the term of this Schedule to use the Licensed Data Selection for the specific Use Case indicated in this section and only applicable to the Licensed Data Selection as set forth below: ☐ Internal Analytics: qualitative and quantitative techniques and processes used by Client to enhance internal productivity. Data elements may be extracted from the Licensed Data Selection and categorized to identify and analyze behavioral data. Patterns and techniques vary according to Client's requirements. Licensed Data Selection may not be transferred, utilized or shared with third parties. Such analytics are for Client's internal uses and the results or analytics may not be provided to third parties. ☐ Marketing: solicitations, advertising copy, email campaigns, and other communications derived in whole or in part from the Licensed Data Selection used for Client's own direct marketing. ☐ Modeling or Scoring: Client's internal methodology used to rank data against a scale that represents the perceived value each lead represents to the Client. The resulting score is used to determine which leads a Client may desire to engage. Client may use the Licensed Data Selection for the Client's internal process of generating scores. The scores that are created may not contain any extractable or identifiable Licensed Data. The scores may be shared with Client's customers ("End User(s)"). ☐ Sublicensing to End Users: to sublicense the Licensed Data to End Users directly from Client. End Users may use the files derived from Licensed Data and accessed through Client solely for such End User's own Internal Analytics or Marketing. Client shall comply with the additional terms and conditions set forth in the End Users Exhibit and the Usage Reporting Exhibit. ☐ Sublicensing to Resellers: to sublicense the Licensed Data Selection to Resellers ("Reseller") where each Reseller will license data directly to End Users. End Users may use the files derived from Licensed Data and accessed through Client or Reseller solely for such End User's own Internal Analytics or Marketing. Client shall and shall cause Resellers to comply with the additional terms and conditions set forth in the Resellers Exhibit, the End

<table>
<tr><td></td><td colspan="2">

Users Exhibit, and the Usage Reporting Exhibit. Reseller shall not have the right to retain the Licensed Data.

☐ Internal Products/Services: to create Client's branded offering, which are available only to Client's personnel. The specific Products/Services include:

☐ External Products/Services: to create Client's branded offering, which are available only to Client's End Users via the Internet. Client shall comply with the additional terms and conditions set forth in the End Users Exhibit and the Usage Reporting Exhibit. The specific Products/Services include:

☒ Other: Research and reference purposes

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</table>

Licensed Data Selection:		Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access
		Reference Solutions™ - US Businesses	☐	☒	☒	☒
		Reference Solutions™ - US Standard White Pages	☐	☒	☒	☒
		Reference Solutions™ - US Health Care Providers	☐	☒	☒	☒
		Reference Solutions™- Canadian Businesses	☐	☒	☒	☒
		Reference Solutions™- Canadian White Pages	☐	☒	☒	☒
		Reference Solutions™- New Businesses	☐	☒	☒	☒
		Reference Solutions™– New Movers/ New Homeowners	☐	☒	☒	☒
		Reference Solutions™– US Consumers/Lifestyles	☐	☒	☒	☒
		Reference Solutions™- Data Visualization	☐	☒	☒	☒
		Reference Solutions™- Historical Module	☐	☒	☒	☒
		Reference Solutions™- US Jobs	☐	☐	☐	☐
		Government PowerFinder™	☐	☐	☐	☐
			☐	☐	☐	☐
		Number of Prints/Downloads for Internal Access	250			
		Number of Prints/Downloads for Remote Access	250			
		Number of Authorized Users	Unlimited users for all library card holders of the Fulton County Library System			

Conditions to Licensed Data Grant and Use of Licensed Data:	The license(s) granted above is expressly conditioned upon: 1. the Records and all Licensed Data remaining, at all times during the term, extractable and separately identifiable from all other data, information, systems, products and services; 2. using the Licensed Data only as expressly permitted in the Licensed Data Grant; 3. Client complying with the Resellers Exhibit, the End Users Exhibit, and the Usage Reporting Exhibit where indicated in the Licensed Data Grant; 4. Client complying with the Data & Marketing Association's Guidelines for Ethical Business Practice; 5. Client complying with any flow-down terms and conditions required by Data Axle's third-party data licensors and as provided to Client from time to time; 6. Licensed Data being stored at the location set forth below.

Limitations on Use of Licensed Data:	In addition to the terms and conditions in the Agreement, Schedule and Exhibits, Client is expressly prohibited from: 1. referencing any selection criteria or presumed knowledge concerning the intended recipient of such solicitation or the source of such recipient's name and address in any marketing or advertising; 2. co-branding or otherwise providing Licensed Data on behalf of any third party; 3. sublicensing or reselling the Licensed Data to any third party except as expressly allowed in the License Grant, Resellers Exhibit, and the End Users Exhibit where incorporated; 4. using or allowing third parties to use the Licensed Data for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party except as expressly allowed in the License Grant, Resellers Exhibit, and the End Users Exhibit where incorporated; 5. using the Licensed Data in any service or product not specifically authorized in this Agreement or offering it through any third party; 6. making the Licensed Data or any portion thereof available in an online environment except by an appropriately secured and encrypted bulletin board service, tape-to-tape batch transmission, or remote job entry; 7. using telephone number information in the address, envelope, body of a letter or elsewhere in a direct mail piece, telemarketing script, or other marketing program mailing; 8. disassembling, decompiling, reverse engineering, modifying or otherwise altering the Licensed Data or any part thereof; 9. using the Licensed Data, either in whole or in part, as a factor in: (a) establishing an individual's eligibility for credit or insurance; (b) connection with underwriting individual insurance; (c) evaluating an individual's eligibility for employment or promotions, reassignment or retention as an employee; (d) connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; or (e) soliciting survivors of deceased person; and 10. using or allowing third parties to use the Licensed Data for digital display advertising, including onboarding Licensed Data to any data management platform or other platform or exchange.
Additional Licensed Data for the purpose of Evaluation:	During the term of this Schedule, Client may request use of Licensed Data not identified in the Appendix 1. The Parties agree that where Data Axle approves the request, such additional Licensed Data will be identified with particularity on the Licensed Data Order Form attached here as the Order Form Exhibit. The additional Licensed Data will be subject to the terms and conditions of this Schedule and the Agreement, except that the license grant and use for such Licensed Data will be the grant as set forth on the Licensed Data Order Form.
Storage of Licensed Data:	☒ Cloud ☐ Client's internal location at_____. ☐ Data Axle approved third-party location at _____ subject to Client remaining fully liable for the security of the Licensed Data and Product Suite and ensuring that: 1. the third party adheres to the prevailing industry standards with respect to data security; 2. the usage of the Licensed Data by the third party is limited to storing the Licensed Data on behalf of Client; and 3. the Licensed Data is not stored internationally.
Client's Use of	☐ Yes, provided that the Third-Party Processor enters into Data Axle's Third Party Processor Agreement as set forth in the Third-Party Processor Exhibit. ☒ No

Approved Third-Party Processor:	
Initial Term of the Schedule:	This Schedule shall commence on September 15, 2021 and shall remain in effect until September 14, 2022. The Schedule may be renewed for additional Renewal Terms of one (1) year each with written notice thirty (30) days prior to the end of the Term. This Schedule is part of the Fulton County Annual Hardware and Software Maintenance and Support List (AML) which is approved annually by the Fulton County Board of Commissioners. As such, payment for the current Term of this Schedule will be completed by December 31, 2021. The services detailed in this Agreement will continue until the end of the Term of the Schedule.
Automatic Renewal in One-Year Increments:	☐ Yes, unless either Party gives the other Party written notice no less than ninety (90) days prior to the end of the then current term. ☒ No
Fees:	$40,000.00
Usage Reporting:	☐ Yes, Client will additionally abide with all usage reporting requirements set forth in the Usage Reporting Exhibit. ☒ No
Governing Terms and Conditions for this Schedule:	This Schedule is governed by the terms and conditions of the Master Product Suite Agreement (the "Agreement") available at https://www.data-axle.com/master-product-suite-agreement/. All capitalized terms not otherwise defined herein will have the same meaning ascribed to them in the Agreement.

{Signature Pages Follow}

The Parties have caused this Schedule to be executed by their duly authorized representatives:

Fulton County, GA on behalf of the Fulton County Library

Data Axle Inc.

Robert L. Pitts
14E1B4AA5F6A44A...

Steve Laird (Sep 28, 2021 17:06 CDT)

Authorized Signature

Authorized Signature

Robert L. Pitts

Steve Laird

Name

Name

Chairman

GM, LMS Division

Title

Title

10/08/2021

Sep 28, 2021

Date

Date

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts
14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton   County   Board   of
Commissioners

ATTEST:

Tonya Grier
EEC476C4837648D...

Tonya R. Grier
Chief   Deputy   County   Clerk   to   the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

Dominique Martinez
D7D420799114462

Office of the County Attorney

APPROVED AS TO CONTENT:

Gayle Holloman

94183ECA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:

DATA AXLE INC.

[signature]

Steve Laird (Sep 28, 2021 17:06 CDT)

Stephen M Laird
GM, LMS Division

21-0019   01/20/2021   xxx   xxx

ITEM#:_____ RCS:_____	ITEM#:_____ RM:_____
RECESS MEETING	**REGULAR MEETING**

6

Appendix 1

LICENSED DATA SELECTION

1. Data Axle will provide Client access to the Licensed Data, consisting of the data attributes, where available. Attributes are subject to change, with prior written notification to Client.

2. Licensed Data Selection Criteria (Dataset):

Licensed Data Selection Criteria (Dataset)
Database: See Licensed Data Selection and Products Section
Delivery Method: API
• **Geography:** All US and All Canada
Add any other parameters (i.e., Age): Per user basis

3. Attributes:

US Businesses:

Company Name	Location Sales Volume Range	Executive First Name 14	Executive First Name 38
Executive First Name	Location Sales Volume Actual	Executive Last Name 14	Executive Last Name 38
Executive Last Name	Corporate Employee Size Range	Executive Title 14	Executive Title 38
Professional Title	Corporate Employee Size Actual	Executive Gender 14	Executive Gender 38
Executive Title	Corporate Sales Volume Range	Executive First Name 15	Executive First Name 39
Executive Gender	Corporate Sales Volume Actual	Executive Last Name 15	Executive Last Name 39
Address	Type of Business	Executive Title 15	Executive Title 39
City	Location Type	Executive Gender 15	Executive Gender 39
State	IUSA Number	Executive First Name 16	Executive First Name 40
ZIP Code	Parent IUSA Number	Executive Last Name 16	Executive Last Name 40
ZIP Four	Subsidiary IUSA Number	Executive Title 16	Executive Title 40
Carrier Route	Foreign Parent Flag	Executive Gender 16	Executive Gender 40
Delivery Point Barcode	EIN 1	Executive First Name 17	Executive First Name 41
County	EIN 2	Executive Last Name 17	Executive Last Name 41
Metro Area	EIN 3	Executive Title 17	Executive Title 41
Neighborhood	Fortune 1000 Ranking	Executive Gender 17	Executive Gender 41
Phone Number Combined	Credit Cards Accepted	Executive First Name 18	Executive First Name 42
Fax Number Combined	Last Updated On	Executive Last Name 18	Executive Last Name 42
Toll Free Number Combined	Years In Database	Executive Title 18	Executive Title 42
Website	Year Established	Executive Gender 18	Executive Gender 42
Company Description	Square Footage	Executive First Name 19	Executive First Name 43
Primary SIC Code	Home Business	Executive Last Name 19	Executive Last Name 43
Primary SIC Description	Credit Score Alpha	Executive Title 19	Executive Title 43
Primary SIC Ad Size	Latitude	Executive Gender 19	Executive Gender 43
Primary SIC Year Appeared	Longitude	Executive First Name 20	Executive First Name 44
SIC Code 1	Government Office	Executive Last Name 20	Executive Last Name 44
SIC Code 1 Description	Location Centerpoint	Executive Title 20	Executive Title 44
SIC Code 1 Ad Size	Import Export Flag	Executive Gender 20	Executive Gender 44
SIC Code 1 Year Appeared	Own or Lease	Executive First Name 21	Executive First Name 45
SIC Code 2	Firm or Individual	Executive Last Name 21	Executive Last Name 45
SIC Code 2 Description	Monday Open	Executive Title 21	Executive Title 45
SIC Code 2 Ad Size	Monday Close	Executive Gender 21	Executive Gender 45
SIC Code 2 Year Appeared	Tuesday Open	Executive First Name 22	Executive First Name 46
SIC Code 3	Tuesday Close	Executive Last Name 22	Executive Last Name 46
SIC Code 3 Description	Wednesday Open	Executive Title 22	Executive Title 46
SIC Code 3 Ad Size	Wednesday Close	Executive Gender 22	Executive Gender 46
SIC Code 3 Year Appeared	Thursday Open	Executive First Name 23	Executive First Name 47
SIC Code 4	Thursday Close	Executive Last Name 23	Executive Last Name 47
SIC Code 4 Description	Friday Open	Executive Title 23	Executive Title 47
SIC Code 4 Ad Size	Friday Close	Executive Gender 23	Executive Gender 47
SIC Code 4 Year Appeared	Saturday Open	Executive First Name 24	Executive First Name 48

SIC Code 5	Saturday Close	Executive Last Name 24	Executive Last Name 48
SIC Code 5 Description	Sunday Open	Executive Title 24	Executive Title 48
SIC Code 5 Ad Size	Sunday Close	Executive Gender 24	Executive Gender 48
SIC Code 5 Year Appeared	Executive First Name 1	Executive First Name 25	Executive First Name 49
SIC Code 6	Executive Last Name 1	Executive Last Name 25	Executive Last Name 49
SIC Code 6 Description	Executive Title 1	Executive Title 25	Executive Title 49
SIC Code 6 Ad Size	Executive Gender 1	Executive Gender 25	Executive Gender 49
SIC Code 6 Year Appeared	Executive First Name 2	Executive First Name 26	Executive First Name 50
SIC Code 7	Executive Last Name 2	Executive Last Name 26	Executive Last Name 50
SIC Code 7 Description	Executive Title 2	Executive Title 26	Executive Title 50
SIC Code 7 Ad Size	Executive Gender 2	Executive Gender 26	Executive Gender 50
SIC Code 7 Year Appeared	Executive First Name 3	Executive First Name 27	Ticker Symbol
SIC Code 8	Executive Last Name 3	Executive Last Name 27	Stock Exchange
SIC Code 8 Description	Executive Title 3	Executive Title 27	Accounting Expenses
SIC Code 8 Ad Size	Executive Gender 3	Executive Gender 27	Advertising Expenses
SIC Code 8 Year Appeared	Executive First Name 4	Executive First Name 28	Computer Expenses
SIC Code 9	Executive Last Name 4	Executive Last Name 28	Contract Labor Expenses
SIC Code 9 Description	Executive Title 4	Executive Title 28	Insurance Expenses
SIC Code 9 Ad Size	Executive Gender 4	Executive Gender 28	Legal Expenses
SIC Code 9 Year Appeared	Executive First Name 5	Executive First Name 29	Office Supplies Expense
SIC Code 10	Executive Last Name 5	Executive Last Name 29	Management/Administration Expenses
SIC Code 10 Description	Executive Title 5	Executive Title 29	Package Container Expense
SIC Code 10 Ad Size	Executive Gender 5	Executive Gender 29	Payroll and Benefits Expenses
SIC Code 10 Year Appeared	Executive First Name 6	Executive First Name 30	Purchase Print Expenses
Primary NAICS	Executive Last Name 6	Executive Last Name 30	Rent Expenses
Primary NAICS Description	Executive Title 6	Executive Title 30	Telcom Expenses
NAICS 1	Executive Gender 6	Executive Gender 30	Utilities Expenses
NAICS 1 Description	Executive First Name 7	Executive First Name 31	Mailing Address
NAICS 2	Executive Last Name 7	Executive Last Name 31	Mailing City
NAICS 2 Description	Executive Title 7	Executive Title 31	Mailing State
NAICS 3	Executive Gender 7	Executive Gender 31	Mailing Zip Code
NAICS 3 Description	Executive First Name 8	Executive First Name 32	Mailing Zip Four
NAICS 4	Executive Last Name 8	Executive Last Name 32	Mailing Carrier Route
NAICS 4 Description	Executive Title 8	Executive Title 32	Mailing Delivery Point Bar Code
NAICS 5	Executive Gender 8	Executive Gender 32	Twitter
NAICS 5 Description	Executive First Name 9	Executive First Name 33	Linked-In
NAICS 6	Executive Last Name 9	Executive Last Name 33	Facebook
NAICS 6 Description	Executive Title 9	Executive Title 33	Franchise/Specialty Code 2.0
NAICS 7	Executive Gender 9	Executive Gender 33	Franchise/Specialty Code 2.1
NAICS 7 Description	Executive First Name 10	Executive First Name 34	Franchise/Specialty Code 3.0
NAICS 8	Executive Last Name 10	Executive Last Name 34	Franchise/Specialty Code 3.1
NAICS 8 Description	Executive Title 10	Executive Title 34	Franchise/Specialty Code 4.0
NAICS 9	Executive Gender 10	Executive Gender 34	Franchise/Specialty Code 4.1
NAICS 9 Description	Executive First Name 11	Executive First Name 35	Franchise/Specialty Code 5.0
NAICS 10	Executive Last Name 11	Executive Last Name 35	Franchise/Specialty Code 5.1
NAICS 10 Description	Executive Title 11	Executive Title 35	Franchise/Specialty Code 6.0
Franchise Description 1	Executive Gender 11	Executive Gender 35	Affiliated Records
Franchise Description 2	Executive First Name 12	Executive First Name 36	Franchise/Specialty Code 6.1
Franchise Description 3	Executive Last Name 12	Executive Last Name 36	Affiliated Locations
Franchise Description 4	Executive Title 12	Executive Title 36	Federal Contractor
Franchise Description 5	Executive Gender 12	Executive Gender 36	Census Block Group
Cuisine Code	Executive First Name 13	Executive First Name 37	Record Type
Cuisine Code Description	Executive Last Name 13	Executive Last Name 37	
Location Employee Size Range	Executive Title 13	Executive Title 37	
Location Employee Size Actual	Executive Gender 13	Executive Gender 37	

US Standard White Pages:

Last Name	County Code
First Name	County Name
Middle Initial	Phone Number
House Number	Estimated Household Income
Pre-directional	Estimated Home Value
Street	Median Annual Income

Street Suffix	Median Home Value
Post-directional	Census Block Group
Apartment Number	Latitude
City	Longitude
State	% Owner Occupied
ZIP Code	Location Centerpoint
ZIP +4	Metro Area

US Health Care Providers:

First Name	Primary SIC Code	Office Manager Last Name
Last Name	Primary SIC Description	Board Certified Flag
Professional Title	Sic	Age
Gender	Sic Description	Year Graduated
Office Name	Franchise Code	Medical School
Address	Franchise Specialty Desc 1	Prescriptions Per Week
City	Franchise Specialty Desc 2	Hospital
State	Franchise Specialty Desc 3	Licensed in State 1
ZIP Code	Franchise Specialty Desc 4	Licensed in State 2
ZIP Four	Franchise Specialty Desc 5	Licensed in State 3
County	Franchise Specialty Desc 6	Accepts New Patients
Metro Area	Abi Number	Accepted Health Plans
Phone Number	Group Practice Size	Accepts Medicare
Fax Number	Primary Specialty	Accepts Medicaid
Number Of Employees	Secondary Specialty	
Sales Volume	Office Manager First Name	

Canadian Businesses:

Company Name	SIC Code 18 Year Appeared	Executive Last Name 13	Executive Last Name 35
Executive First Name	SIC Code 19 Ad Size	Executive Title 13	Executive First Name 35
Executive Last Name	SIC Code 19 Year Appeared	Executive Gender 13	Executive Title 35
Executive Title	SIC Code 20 Ad Size	Executive First Name 14	Executive Gender 35
Executive Gender	SIC Code 20 Year Appeared	Executive Last Name 14	Executive First Name 36
Address	SIC Code 21 Ad Size	Executive Title 14	Executive Last Name 36
Suite Number	SIC Code 21 Year Appeared	Executive Gender 14	Executive Title 36
City	SIC Code 22 Ad Size	Executive First Name 15	Executive Gender 36
Province	SIC Code 22 Year Appeared	Executive Last Name 15	Executive First Name 37
Postal Code	SIC Code 23 Ad Size	Executive Title 15	Executive Last Name 37
Phone Number	SIC Code 23 Year Appeared	Executive Gender 15	Executive Title 37
IUSA Number	SIC Code 24 Ad Size	Executive First Name 16	Executive Gender 37
Fax Number	SIC Code 24 Year Appeared	Executive Last Name 16	Executive First Name 38
Location Number of Employees	SIC Code 25 Ad Size	Executive Title 16	Executive Last Name 38
Corporate Number of Employees	SIC Code 25 Year Appeared	Executive Gender 16	Executive Title 38
District	NAICS Code 1	Executive First Name 17	Executive Gender 38
CMA	NAICS Code 1 Description	Executive Last Name 17	Executive First Name 39
Credit Rating	NAICS Code 2	Executive Title 17	Executive Last Name 39
Business Status Code	NAICS Code 2 Description	Executive Gender 17	Executive Title 39
Location Sales Volume	NAICS Code 3	Executive First Name 18	Executive Gender 39
Corporate Sales Volume	NAICS Code 3 Description	Executive Last Name 18	Executive First Name 40
Stock Ticker Symbol	NAICS Code 4	Executive Title 18	Executive Last Name 40
Stock Exchange	NAICS Code 4 Description	Executive Gender 18	Executive Title 40
Website	NAICS Code 5	Executive First Name 19	Executive Gender 40
Latitude	NAICS Code 5 Description	Executive Last Name 19	Executive First Name 41
Longitude	NAICS Code 6	Executive Title 19	Executive Last Name 41
Primary SIC	NAICS Code 6 Description	Executive Gender 19	Executive Title 41
Primary SIC Description	NAICS Code 7	Executive First Name 20	Executive Gender 41
Primary SIC Ad Size	NAICS Code 7 Description	Executive Last Name 20	Executive First Name 42
Primary SIC Year First Appeared	NAICS Code 8	Executive Title 20	Executive Last Name 42
Primary NAICS	NAICS Code 8 Description	Executive Gender 20	Executive Title 42
Primary NAICS Description	NAICS Code 9	Executive First Name 21	Executive Gender 42
SIC Code 2	NAICS Code 9 Description	Executive Last Name 21	Executive First Name 43
SIC Code 2 Description	NAICS Code 10	Executive Title 21	Executive Last Name 43
SIC Code 2 Ad Size	NAICS Code 10 Description	Executive Gender 21	Executive Title 43

SIC Code 2 Year Appeared	Executive First Name 1	Executive First Name 22	Executive Gender 43
SIC Code 3	Executive Last Name 1	Executive Last Name 22	Executive First Name 44
SIC Code 3 Description	Executive Title 1	Executive Title 22	Executive Last Name 44
SIC Code 3 Ad Size	Executive Gender 1	Executive Gender 22	Executive Title 44
SIC Code 3 Year Appeared	Executive First Name 2	Executive First Name 23	Executive Gender 44
SIC Code 4	Executive Last Name 2	Executive Last Name 23	Executive First Name 45
SIC Code 4 Description	Executive Title 2	Executive Title 23	Executive Last Name 45
SIC Code 4 Ad Size	Executive Gender 2	Executive Gender 23	Executive Title 45
SIC Code 4 Year Appeared	Executive First Name 3	Executive First Name 24	Executive Gender 45
SIC Code 5	Executive Last Name 3	Executive Last Name 24	Executive First Name 46
SIC Code 5 Description	Executive Title 3	Executive Title 24	Executive Last Name 46
SIC Code 5 Ad Size	Executive Gender 3	Executive Gender 24	Executive Title 46
SIC Code 5 Year Appeared	Executive First Name 4	Executive First Name 25	Executive Gender 46
SIC Code 6	Executive Last Name 4	Executive Last Name 25	Executive First Name 47
SIC Code 6 Description	Executive Title 4	Executive Title 25	Executive Last Name 47
SIC Code 6 Ad Size	Executive Gender 4	Executive Gender 25	Executive Title 47
SIC Code 6 Year Appeared	Executive Last Name 5	Executive First Name 26	Executive Gender 47
SIC Code 7	Executive Title 5	Executive Last Name 26	Executive First Name 48
SIC Code 7 Description	Executive Gender 5	Executive Title 26	Executive Last Name 48
SIC Code 7 Ad Size	Executive First Name 6	Executive Gender 26	Executive Title 48
SIC Code 7 Year Appeared	Executive Last Name 6	Executive First Name 27	Executive Gender 48
SIC Code 8	Executive Title 6	Executive Last Name 27	Executive First Name 49
SIC Code 8 Description	Executive Gender 6	Executive Title 27	Executive Last Name 49
SIC Code 8 Ad Size	Executive First Name 7	Executive Gender 27	Executive Title 49
SIC Code 8 Year Appeared	Executive Last Name 7	Executive Last Name 28	Executive Gender 49
SIC Code 9	Executive Title 7	Executive Title 28	Executive First Name 50
SIC Code 9 Description	Executive Gender 7	Executive Gender 28	Executive Last Name 50
SIC Code 9 Ad Size	Executive First Name 8	Executive First Name 28	Executive Title 50
SIC Code 9 Year Appeared	Executive Last Name 8	Executive Last Name 29	Executive Gender 50
SIC Code 10	Executive Title 8	Executive Title 29	Accounting Expenses
SIC Code 10 Description	Executive Gender 8	Executive Gender 29	Advertising Expenses
SIC Code 10 Ad Size	Executive First Name 9	Executive First Name 29	Computer Expenses
SIC Code 10 Year Appeared	Executive Last Name 9	Executive Last Name 30	Contract Labor Expenses
SIC Code 11 Ad Size	Executive Title 9	Executive Title 30	Insurance Expenses
SIC Code 11 Year Appeared	Executive Gender 9	Executive Gender 30	Legal Expenses
SIC Code 12 Ad Size	Executive First Name 10	Executive First Name 30	Office Supplies Expenses
SIC Code 12 Year Appeared	Executive Last Name 10	Executive Last Name 32	Management/Administration Expenses
SIC Code 13 Ad Size	Executive Title 10	Executive Title 32	Package Container Expenses
SIC Code 13 Year Appeared	Executive Gender 10	Executive Gender 32	Payroll and Benefits Expenses
SIC Code 14 Ad Size	Executive First Name 11	Executive First Name 32	Purchase Print Expenses
SIC Code 14 Year Appeared	Executive Last Name 11	Executive Last Name 33	Rent Expenses
SIC Code 15 Ad Size	Executive Title 11	Executive Title 33	Telcom Expenses
SIC Code 15 Year Appeared	Executive Gender 11	Executive Gender 33	Utilities Expenses
SIC Code 16 Ad Size	Executive First Name 12	Executive First Name 33	Federal Contractor
SIC Code 16 Year Appeared	Executive Last Name 12	Executive Last Name 34	Verified Record
SIC Code 17 Ad Size	Executive Title 12	Executive Title 34	
SIC Code 17 Year Appeared	Executive Gender 12	Executive Gender 34	
SIC Code 18 Ad Size	Executive First Name 13	Executive First Name 34	

Canadian White Pages:

First Name
Last Name
Address
City
Province
Postal Code
Phone

New Businesses:

Company Name	Salutation
Address	Professional Title
Location ZIP Code	Executive First Name

ZIP+4	Middle Initial
Carrier Route	Executive Last Name
County	Suffix
Metro Area	Executive Gender
Phone	Executive Title
Fax Number Combined	Filing Type Code
Latitude	Worksite Type
Primary SIC Code	Business Type
Longitude	Branch Code
Primary SIC Description	Employee Size
Location Centerpoint	

New Movers / New Homeowners:

Title	Phone Number	Latitude
First Name	City	Longitude
Middle Initial	State	Homeownership
Last Name	ZIP Code	Location Centerpoint
Suffix	ZIP4	Housing Type
House Number	Carrier Route	Estimated Household Income
Street Pre Directional	Metro Area Description	Estimated Home Value
Street Name	Metro Area Code	Estimated Age
Street Suffix	Metro Indicator	Move Distance
Street Post Directional	County	Record ID
Unit Number	County Code	Census Block Group

US Consumers / Lifestyles:

Last Name	% Owner Occupied
First Name	Location Centerpoint
Middle Initial	Metro Area
House Number	Apparel / Fashion / Beauty
Pre-directional	Arts / History / Science
Street	Books / Magazines
Street Suffix	Charitable Donor
Post-directional	Cooking / Wine
Apartment Number	Collectibles
City	Hobbies / Crafts / Sewing
State	Health / Diet / Fitness
Zip Code	Home Improvement / Decor
ZIP +4	Motor Vehicles / Motor sports
County Code	Outdoor Recreation
County Name	Personal Finance / Self-Help
Phone Number	Pets / Animals
Estimated Household Income	Photography
Estimated Home Value	Politics / Religion / News
Median Annual Income	Purchase Behavior
Median Home Value	Sports
Census Block Group	Technology / Entertainment
Latitude	Travel
Longitude	

Data Visualization: Enables use of heat maps, graphs and charts

Historical Module:

Version Year	SIC Code 2	NAICS 1	Location Employee Size Range
IUSA Number	SIC Code 2 Description	NAICS 1 Description	Location Employee Size Actual
Company Name	SIC Code 3	NAICS 2	Location Sales Volume Range
Executive First Name	SIC Code 3 Description	NAICS 2 Description	Location Sales Volume Actual
Executive Last Name	SIC Code 4	NAICS 3	Type of Business
Executive Title	SIC Code 4 Description	NAICS 3 Description	Location Type
Executive Gender	SIC Code 5	NAICS 4	Parent IUSA Number
Address	SIC Code 5 Description	NAICS 4 Description	Subsidiary IUSA Number

City	SIC Code 6	NAICS 5	Latitude
State	SIC Code 6 Description	NAICS 5 Description	Longitude
ZIP Code	SIC Code 7	NAICS 6	Firm or Individual
ZIP Four	SIC Code 7 Description	NAICS 6 Description	Record Type
County	SIC Code 8	NAICS 7	Corporate Employee Size Actual
Phone Number Combined	SIC Code 8 Description	NAICS 7 Description	Corporate Sales Volume Actual
Primary SIC Code	SIC Code 9	NAICS 8	Years In Database
Primary SIC Description	SIC Code 9 Description	NAICS 8 Description	Year Established
SIC Code 1	SIC Code 10	NAICS 9	Home Business
SIC Code 1 Description	SIC Code 10 Description	NAICS 9 Description	
SIC Code 1 Ad Size	Primary NAICS	NAICS 10	
SIC Code 1 Year Appeared	Primary NAICS Description	NAICS 10 Description	

US Jobs: Enables ability to search for jobs in specific geographies and industries; no ability to export

Order Confirmation

Meltwater Services

Newsfeed 2.0

- Customer Receives 1 HTML and Javascript newsfeed on Customer's Internet website or intranet or extranet sites that mirror the News Link Search Results on the Meltwater Platform (a XML and RSS feed is provided without any additional layout or design) ("Feeds").
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Meltwater Regular Americas

- Users: Access by up to 5 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.
- Searches: 15 Searches. A "Search" is a string of keywords used to search online news or social media sources and find relevant results in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post.
- Dashboards: 10 dashboard(s) on the Meltwater platform. Dashboards are customizable and display analytics and search results from any Searches. Each Dashboard can contain up to 9 Widgets.
- Widgets: Access to both Brand Monitoring and Brand Analysis widget groups, including Potential Reach, Sentiment Score, Share of Voice, Advertising Value Equivalency, Top Languages, RSS Feed, Content Streams, Media Exposure, World Heat Map, Trending Themes, Top Publishers and Top Locations widgets.
- Sources: News and social media monitoring. News search results from sources tracked by Meltwater globally. Full historic news search results available.
- Extras: Tagging, translation and distribution of search results.
- Sentiment: Natural Language Processing (NLP) analysis of article sentiment in selected languages.
- Alerts: Twitter Influencer (twitter only), Top reach (news only), Spike detection, Sentiment Shift, and Events (40 companies) are included. Authorized Users can configure Alerts for Searches and Users. Alerts are available in the Meltwater Platform, email reports and/or Mobile App.
- Support: Technical and Consultative support during normal local business hours, for the duration of the subscription.
- Email: Daily e-mail reports and ad-hoc dashboard reports showing search results for Authorized Users.
- Mobile: Access to Meltwater app (available in iOS and Android) to view saved Searches and results.
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Meltwater Engage - 5 Profiles

- Social Media Engagement platform integrated within Meltwater's Media Intelligence Platform, with access for Users located in United States.
- Manage and connect up to 5 owned social media accounts
- Competitive Benchmarking for up to 5 connected public social accounts.
- Manage and engage with inbound social media content.
- Schedule and post outbound social media content through the platform.
- Report on metrics across multiple channels for the connected owned social media accounts.
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Premium Social Package

1   Meltwater News US Inc., 465 California St. Floor 11, San Francisco, CA 94104 United States of America T: 001 415 829 5900, F: 001 415 848 9190.
FTIN number: 20-8289528 (b2b-version)
Meltwater Terms and Conditions of Use - North America - v. June 2019
www.meltwater.com

- Social media content package for use with searches and dashboard analytics in Meltwater platform.
- Search results from Twitter, Facebook, Instagram, Forum sites, Product Review sites and website comment sections.
- Search results can be visualized alongside other content types in integrated dashboards.
- Available widgets for visualization include Heat Maps, Media Exposure, Share of Voice, Top Posters, Sentiment Score, Sentiment, Languages, Locations, Sources, Topic Momentum and Trending Themes.
- Sentiment rating for all results using Natural Language Processing. (selected languages only)
- Search results can be exported in PDF, Image or Excel formats.(selected languages only)
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Terms of Service:

Meltwater will provide the above Services for the period of time reflected by the start & end dates below.

Product	Start Date	End Date
Newsfeed 2.0	Feb 01, 2021	Dec 31, 2021
Meltwater Regular Americas	Feb 01, 2021	Dec 31, 2021
Meltwater Engage - 5 Profiles	Feb 01, 2021	Dec 31, 2021
Premium Social Package	Feb 01, 2021	Dec 31, 2021

Payment Terms:

Meltwater Services are paid for in advance of the Start Date in a single lump sum. Once this Order Confirmation is signed,an invoice for the price below will be generated and due net14. Except as provided in the Terms of Use, all payment is non-refundable. Discounts and/or special pricing and/or payment terms, if any, may not apply to your renewal term.

(If you are tax exempt please provide your Meltwater representative with a valid current tax exemption form upon signing.)

Price : 9900.00 USD

Terms of Use:

The company identified in the signature block below ("Customer") hereby agrees that its use of any Meltwater Service is governed by the terms set out in this Order Confirmation and the terms and conditions of use, located at https://www.meltwater.com/terms-of-use/northamerica/ ("Terms") (together the "Agreement"). Any other terms, including those on a purchase order, in a vendor registration application, or part of an RFP, are considered void and shall have no force and effect.

Special Terms:

Any Special Terms below shall supersede Meltwater's standard Terms of Use.
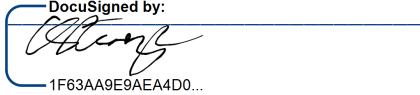
- This Agreement will not automatically renew.
- Invoices under this Agreement will be due within 7 days of invoice date.
- Customer is not purchasing Sprout Engage services, therefore the Sprout terms are inapplicable to this Agreement.

2   Meltwater News US Inc., 465 California St. Floor 11, San Francisco, CA 94104 United States of America T: 001 415 829 5900, F: 001 415 848 9190.
FTIN number: 20-8289528 (b2b-version)
Meltwater Terms and Conditions of Use - North America - v. June 2019
www.meltwater.com

By signing this Agreement, you warrant that you have the authority to enter into this Agreement on behalf of Customer and that you have read, understand, and accept all of the terms of this Agreement

Customer
 Name and Contact Information:

Fulton County, Georgia on behalf of the Fulton County Library
Systemm
101 Auburn Avenue
Atlanta, Georgia 30303
United States
Contact: Claudia Strange
P: 404-731-0195

Meltwater
 Name and Contact Information:

Meltwater News US Inc.
465 California St. Floor 11
San Francisco, CA 94104
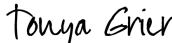United States of America
FTIN number: 20-8289528 (b2b-version)

Date	07/27/2021 _____
Name	Claudia Strange _____
Email	claudia.strange@fultoncountyga.gov _____
Title	PR/Marketing Manager _____
Signature	DocuSigned by: [signature] 1F63AA9E9AEA4D0...

Date 07/27/2021
_____

Name **Wesley Howell**

3   Meltwater News US Inc., 465 California St. Floor 11, San Francisco, CA 94104 United States of America T: 001 415 829 5900, F: 001 415 848 9190.
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www.meltwater.com

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts
14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya Grier
EEC476C4837648D...

Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

Dominique Martinez
D7D420799114462...

Office of the County Attorney

APPROVED AS TO CONTENT:

Gayle Holloman
94183FCA11D54AB...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:
MELTWATER

Peter Wolkow
F1917E7BD87F414...

Peter Wolkow
Senior Sales Operations Analyst
By signing above I attest that I am an
authorized signor for the company

2021–0019	1/20/2021	xxx	xxx
ITEM#:_____ RCS:_____		ITEM#:_____ RM:_____	
RECESS MEETING		REGULAR MEETING	

1

<o> Meltwater

Amendment No. A1

This Amendment No. A1 to the Meltwater Services (hereinafter "Amendment") is an amendment to the agreement entered into on Jul 27, 2021 between Meltwater News US Inc. (hereinafter "Meltwater") and Fulton County, Georgia on behalf of the Fulton County Library System (hereinafter "Customer"), as amended, for the provision of Meltwater Services (hereinafter the "Agreement").

The Parties wish to amend the Agreement as follows:

The Agreement for access to Meltwater Services shall be extended until Dec 31, 2022.

The fees due by Customer for the Meltwater Services for the period Jan 01, 2022 through Dec 31, 2022 shall be (amount excludes sales tax) USD 10800.00.

Additional Provisions:
- Notwithstanding anything to the contrary in this Agreement, Customer shall pay all invoices within 90 days of the date of invoice.
- Notwithstanding anything to the contrary in this Agreement, Customer will pay all invoices in accordance with the following schedule: Invoice 1 in the amount of 10800.00 USD due on or before Apr 30, 2022 ;

This Amendment No. A1 is effective upon countersignature by Customer.

Except as set forth in this Amendment No. A1, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the Agreement or any earlier amendment, the terms of this Amendment shall prevail.
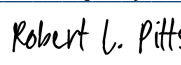
Customer	**Meltwater**
Name and Contact Information:	**Name and Contact Information:**
Fulton County, Georgia on behalf of the Fulton County Library System	Meltwater News US Inc.
One Margaret Mitchell Square	465 California St. Floor 11
Atlanta, Georgia 30303	San Francisco, CA 94104
United States	United States of America
Contact: Claudia Strange	FTIN number: 20-8289528 (b2b-version)
P: 404-731-0195	

Date	02/16/2022	**Date**	01/31/2022
Name	Robert L. Pitts	**Name**	**Wesley Howell**
Email	Harriet.Thomas@fultoncountyga.gov		
Title	Chairman		
Signature	DocuSigned by: *Robert L. Pitts* 14E1B4AA5F6A44A...		

1   Meltwater News US Inc., 465 California St. Floor 11, San Francisco, CA 94104 United States of America T: 001 415 829 5900, F: 001 415 848 9190.
FTIN number: 20-8289528 (b2b-version)
www.meltwater.com

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya Grier

EEC476C4837648D...

Tonya R. Grier
Chief Deputy County Clerk to the
Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Francesca Black

AEB9CE7BDC5248A...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Gayle H. Holloman

7DDA8F0E4E294B8...

Gayle Holloman, Executive Director
Fulton County Library System

COMPANY:
[INSERT COMPANY NAME]

DocuSigned by:

Peter Wolkow

F1917E7BD87F414...

[Insert name] Peter Wolkow
[Insert title] Senior Sales Operations Analyst
By signing above I attest that I am an
authorized signor for the company

ITEM#:___2022-0050___ RCS:__1/19/2022_	ITEM#:___xxx_____ RM:__xxx____
RECESS MEETING	**REGULAR MEETING**