



Monsido, Inc.
5355 Mira Sorrento Place,
Suite 725
San Diego, CA 92121

Customer: City of Franklin, TN
Quote number: 26707418
Offer valid through: September 15, 2019
Prepared by: Kyle Koch

Monsido Web Governance Suite

Service Description

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

Some of Monsido's notable features include:

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

About Monsido

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

Service module descriptions

All modules may not be included in the selected plan.

Website Quality Assurance

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

Document Scanning

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

Search Engine Optimization (SEO)

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

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

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

PDF Accessibility Tracking

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

PDF Accessibility Testing

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

Uptime

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

Readability Testing

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

Analytics

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

Policies

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

PageAssist

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

PageCorrect

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

Scans and Automated Reporting

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

Support and Training

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

Access to the Monsido Tool

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

Services order form

Customer name: City of Franklin, TN	Contact: Milissa Reiersen
Address: 109 Third Avenue South, Suite 103	Phone: 615-550-6629
United States Franklin, TN 37064	Email: milissa.reiersen@franklintn.gov

Selected Service:

Web & Accessibility Compliance 2k

Service capacity: The Services Fee shall include

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

Service fees

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

☐ For a 1-year Term: **USD 4,900/year**
XXXXXX ☒ For a 2-year Term: **USD 4,900/year**
☐ For a 3-year Term: **USD 4,900/year**
 (Please check the term length that applies)

☐ Check this box to secure **guaranteed US data hosting**. Fee is 10% of the yearly service fee per year. (Example for 12-month term: **USD 490**).

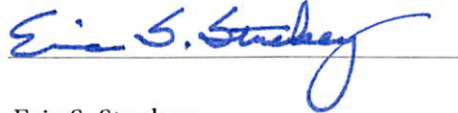
This offer is valid through September 15, 2019.

SaaS services agreement

This **SOFTWARE AS A SERVICE AGREEMENT** ("the Agreement") is entered into on this 9 day of Sept., 2019, (the "Effective Date") between Monsido, Inc., a Florida corporation with a principal place of business located at 5355 Mira Sorrento Place, Suite 725, San Diego, CA 92121, ("Service Provider"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms of Service and Data Protection and Privacy Policy Statement and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

For Customer:

Signature:



Print name:

Eric S. Stuckey

Job Title:

City Administrator

To accept this agreement, please complete and return it before September 15, 2019. Pricing and conditions may be subject to change thereafter.

Accounts Payable Information

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

Name:

Milissa Reiersen

Email:

milissa.reiersen@franklintn.gov

Phone number:

615-550-6629

Term start date:

09/09/19

Customer information for use on invoice

Company name:

City of Franklin, TN

Street address:

109 Third Avenue South

City and State:

Franklin, TN

Zip code:

37064

Purchase order number: (NOT required)

TERMS OF SERVICE

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

SECTION I: DEFINITIONS

As used herein, the following terms shall have the following definitions: a) References to "Customer" mean a registered User of the Services. b) References to "Customer Website" mean those publicly-available pages of Customer's Website. c) References to "Dispute" mean any claim, conflict, controversy, disagreement between the Parties arising out of, or related in any way to, these Terms (or any Terms, supplement or amendment contemplated by these Terms,) including, without limitation, any action in tort, contract or otherwise, at equity or at law, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, performance, termination, interpretation or enforcement of these Terms or any Terms contemplated by the Terms. d) References to "Effective Date" mean the date first set forth above. e) References to "Material Breach" mean any breach of these Terms upon the occurrence of which a reasonable person in the position of the non-breaching Party would wish to immediately terminate these Terms because of that breach. f) References to an "Order Form" mean an Order Form attached to these Terms of Service and signed by a Customer. g) References to the "Services" mean any and all services offered by Service Provider, including but not limited to those Web governance and Web page crawling services provided to Service Provider's Customers and any add-on services as set forth on the Order Form. h) References to the "Terms" and/or "Agreement," mean this, these Terms of Service as set forth herein. i) References to "Service Provider" and/or "Monsido," mean Monsido, Inc., and its subsidiaries, parents and affiliates. j) References to the "Web site" mean the Web sites bearing the URL <http://www.monsido.com> and app.monsido.com as well as any other Web site owned and/or operated by Service Provider related to the Services.

SECTION II: GENERAL PROVISIONS

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

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

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

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

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

2.6. Technical Support. Service Provider will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm

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

SECTION III: ACCOUNTS, USE OF THE SERVICES

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

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

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

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

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

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

SECTION IV: FEES; TERMS OF PAYMENT; REFUNDS

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

4.2. **Invoicing.** All service fees as set forth herein shall be pre-paid, in full, on a monthly, annual or per-Term basis, (the "Billing Cycle,") as set forth on the Order Form, on the first

(1st) day of the Billing Cycle, where the first (1st) day of the first (1st) Billing Cycle shall be the Effective Date set forth in the Software as a Service Agreement entered into by and between the parties. Payment shall be due and owing, in full, within thirty (30) calendar days of the Billing Date.

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

4.4. Taxes. Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider as a result of Customer's payment of any and all fees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of these Terms shall be paid or withheld by Service Provider.

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

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

SECTION V: TERM AND TERMINATION

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

5.2. Payments upon Termination. In the event that Customer terminates use of the Services, except for in instances of Service Provider's material breach of these Terms, prior to the end of the Term, the remainder of the service fees and other fees shall immediately become due and owing and shall be paid in full no later than thirty (30) calendar days following Customer's notice of termination. In no event shall any fees paid be refunded, in whole or in part, for any reason or no reason whatsoever, where Customer terminates use of the Services prior the end of the Term, Customer failures to utilize the Services, or Service Provider fails to meet any Service Level as set forth herein unless such failure is intentionally or malicious.

SECTION VI: DISCLAIMERS; LIMITATIONS OF LIABILITY

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

6.2. LIMITATION OF LIABILITY. SUBJECT TO THE LAST SENTENCE OF SECTION 6.1 ABOVE AND ONLY TO THE EXTENT PROVIDED BY LAW, (A) CUSTOMER AGREES THAT USE OF THE SERVICES (INCLUDING ANY RELATED SOFTWARE PRODUCT PROVIDED BY SERVICE PROVIDER PURSUANT TO THESE TERMS OF SERVICE) IS AT CUSTOMER SOLE RISK. NEITHER SERVICE PROVIDER NOR SERVICE PROVIDER'S AFFILIATES NOR ANY RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED. (B) SUBJECT TO THE LAST SENTENCE OF SECTION 6.1 AND TO THE EXTENT PROVIDED BY LAW, ANY DOWNLOADABLE SOFTWARE, PRODUCTS OR OTHER MATERIALS, WITHOUT LIMITATION, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AGAINST INFRINGEMENT, PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE

TERMS OF USE. (C) ALTHOUGH ALL INFORMATION AND MATERIALS PROVIDED VIA THE SERVICES ARE BELIEVED TO BE RELIABLE, TO THE EXTENT PROVIDED BY LAW SERVICE PROVIDER MAKES NO REPRESENTATIONS, NEITHER EXPRESSLY NOR IMPLIEDLY, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE SERVICES. (D) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER, SERVICE PROVIDER'S EMPLOYEES, SUBSIDIARIES, PARENTS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR MEMBERS, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT (EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE), INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES. (E) TO THE EXTENT PROVIDED BY LAW, SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER'S CUSTOMER DATA INFORMATION EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE AS TO NON-CONFORMITY WITH INDUSTRY DATA PROTECTION STANDARDS. BY UTILIZING THE SERVICES CUSTOMER ACKNOWLEDGES AND AGREES TO SERVICE PROVIDER'S DISCLAIMER OF ANY SUCH LIABILITY. (F) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, SERVICE PROVIDER'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF SERVICE PROVIDER'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO CUSTOMER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES CUSTOMER PAYS TO SERVICE PROVIDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) ONE THOUSAND U.S. DOLLARS AND NO CENTS (\$1,000.00.) WHICHEVER IS GREATER. (G) FOR THE AVOIDANCE OF DOUBT, THE FORGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SHALL APPLY TO ANY AND ALL ADDITIONAL SOFTWARE PRODUCTS, TOOLS, OR WIDGETS ("OPTIONAL SOFTWARE PRODUCTS.") BY PURCHASING THE SAME, CUSTOMER AGREES AND ACKNOWLEDGES THAT THE MISUSE OF SUCH OPTIONAL SOFTWARE PRODUCTS MAY POSE SIGNIFICANT RISK TO CUSTOMER AND CUSTOMER'S END-USERS, AND CUSTOMER HEREBY ACCEPTS FULL LIABILITY FOR THE SAME, SUBJECT TO THIS SECTION 6.2 AND TO THE EXTENT PROVIDED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN CUSTOMERS. The above limitations shall survive these Terms and inure to the benefit of Service Provider and Service Provider's employees, subsidiaries, parents, agents, partners, third-party content providers, vendors and their respective directors, officers, and members.

SECTION VII: GOVERNING LAW; ARBITRATION

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

SECTION VIII: INTELLECTUAL PROPERTY

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

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

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

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

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

9.1. **Third Party Advertisements and Promotions.** We may, from time to time, run advertisements and promotions from Third Parties. Your dealings or correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such Third Party. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

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

9.3. **Third-Party Links.** Certain content, products, and services available via our Services may include materials from Third-Parties. Third-Party links may direct you to Third-Party Web sites and/or services that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy, and we do not warrant and will not have any

liability or responsibility for any Third-Party materials or Web sites, or for any other materials, products, or services of Third-Parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any Third-Party with whom you connect via the Services or a referral by us. Please review carefully the Third-Party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding Third-Party products should be directed to the Third-Party.

SECTION X: MISCELLANEOUS

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

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

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

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

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

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

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

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

DATA PROTECTION AND PRIVACY POLICY STATEMENT

Monsido operates monsido.eu and app.monsido.eu as well as provides a Web governance suite of software services to its customers. This Data Protection and Privacy Policy Statement informs you of our policies regarding the collection, use and disclosure of Personal Data in our role as a Data Controller (as defined by the rules and regulations of the GDPR. Monsido attaches great importance to ensuring that your personal data and crawled data are collected, used, stored and erased in accordance with the current applicable regulations as stipulated by local, state, national, federal, and other data protection legislation. Protecting your data is a matter of great importance to our company. If you have requests concerning your personal information or any questions please contact us info@monsido.com.

If you have objections to the Data Protection and Privacy Policy Statement, you should immediately discontinue use of the Web site and our Services.

European Customers may find information regarding our role as a Data Processor (as defined by Article 28, sub-section 3 of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) in the Data Processing Agreement entered in to by and between the Customer and Monsido.

1. Definitions.

For purposes of this Privacy Policy references to "Customer" mean a registered User of the Services.

References to "Customer Web site" mean those publicly-available pages of Customer's Web site.

For purposes of this Privacy Policy references to "us," "we," "our," and/or "Monsido" mean Monsido, Inc., a Florida corporation with a principal place of business located at 5355 Mira Sorrento Place, Suite 725, San Diego, CA 92121, and its subsidiaries, parents, and affiliates.

References to the "Services" mean those Web governance and Web page crawling services provided to Service Provider's Customers.

References to the "Web site" mean the Web site bearing the URL www.monsido.com and app.monsido.com.

References to "you," and/or "User," mean the User of the Web site and/or the Services.

2. Agreement to be Bound. The following Data Protection and Privacy Policy Statement governs the collection and use of private information via the Web site and the Services. By accessing the Web site and/or registering for the use of our Services you represent that you have read and understand the Data Protection and Privacy Policy Statement and that you agree to be bound by thereby.

This Data Protection and Privacy Policy Statement may be additionally subject to our Terms of Service for those Users who have registered for our Services and may be additionally subject to our Cookie Policy and General Web site Terms and Conditions for Users of our Web site, which may be found online at <https://monsido.com/cookie-policy/> and <https://monsido.com/general-terms-and-conditions>, respectively.

3. Modifications and Changes to the Data Protection and Privacy Policy Statement. We may modify, add to, suspend or delete the Data Protection and Privacy Policy Statement, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being effective thirty (30) calendar days following their posting to the Web and emailing a notice to the registered Users of our Services. Your access of the Web site and/or use of our Services, after modification, addition or deletion of the Data Protection and Privacy Policy Statement shall be deemed to constitute acceptance by you of the modification, addition or deletion. The most recent version of our Data Protection and Privacy Policy Statement may be found online at <https://monsido.com/data-protection-and-privacy-policy-statement>.

4. The Information We Collect. We collect both personally-identifiable information or personal data and non-personally-identifiable information from you. Often, you choose what information to provide to us, but, sometimes, we may require certain information for you to use and for us to provide the Services.

Registration & Account Set Up. In order to register you as a Customer and set up an account, we will collect personal data, which may include your full name; telephone number; tax identification information; address; and email address. You are not required to provide us with this information to sign up, but we will need it to provide certain services. For example, in order to provide a demo we would need your contact information. In order to sign you as a Customer, we would need your corporate details and invoicing information and the contact information for your account administrators.

In instances where a User creates an anonymous user profile via the Web site, a pseudonym is generated. In such an instance, specific Users are not tied to the account and no personal data is collected unless provided by User.

We do not collect any financial information, such as credit card numbers or billing information as all such data is processed by our data processors, currently Stripe and Quaderno, and may be subject to such third parties' own Privacy Policies, available at <https://stripe.com/privacy> and <https://quaderno.io/privacy/>, respectively.

Automated Information. Monsido automatically receives and records information from your browser or your mobile device when you visit the Site or use certain other Services, such as your IP address or unique device identifier, cookies and data about which pages you visit in order to allow us to operate and provide the Services. This information is stored in log files and is collected automatically. We may combine this information from your browser or your mobile device with other information that we or our partners collect about you, including across devices. This information is used to prevent fraud and to keep the Services secure, to analyze and understand how the Services work for members and visitors, and to provide advertising, including across your devices, and a more personalized experience for members and visitors.

We may also automatically collect device-specific information when you install, access, or use our Services. This information may include information such as the hardware model, operating system information, app version, app usage and debugging information, browser information, IP address, and device identifiers. For more information about these online tools and how we use them, see our Cookie Policy.

Location Information: We may collect information about your use of the Services for advertising, analytics, to serve content and to protect the Services, including your IP address, browser information (including referrers), device information (such as iOS IDFA, IDFV for limited non-advertising purposes, Android AAID, and, when enabled by you, location information provided by your device). We may obtain location information you provide in your profile or your IP address. We may use and store information about your location to provide features and to improve and customize the Services, for example, for Monsido's internal analytics and performance monitoring; localization, regional requirements, and policies for the Services; for local content, search results, and recommendations; for mapping services; and (using non-precise location information) marketing. Certain non-precise location services, such as for security and localized policies based on your IP address or submitted address, are critical for the site to function. We will only share your geo-location details with third parties (like our mapping, payments, or, to the extent applicable, advertising providers) in order to provide you with the Services.

Analytics Information: We use data analytics to ensure site functionality and improve the Services. We do not link the information we store within the analytics software to any personally identifiable information that you submit.

Scan Caches. For Customers we also collect and cache copies of all Customer Web site pages crawled by our software, which includes all publicly-available pages. We do not intentionally collect nor are any part of our Services to be used by Customer for the scanning of private pages of the Customer's intranet, where the same may contain personally-identifiable information related to employees, contractors, officers, directors, agents, customers and clients of Customer.

5. Use of Your Information and Your Preferences. We may use your personally-identifiable information to process transactions and process contracts; to provide customer service administration; to contact users via e-mail or telephone; to respond to inquiries, and/or other requests or questions; to send company news, updates and other related info via our mailing list; to facilitate registration for our Services; and to provide technical support.

We may use your non-personally identifiable information to create traffic statistics for our Web site; to create User statistics for our Services; to improve customer service; and to personalize your User experience.

Monsido gives you the choice of providing, editing or removing certain information, as well as choices about how we contact you. You may change or correct your Monsido account information through your account settings. You can also request the deletion of the personal information in your account.

Depending on your location, you may also have certain additional rights with respect to your information, such as: (i) data access and portability (including the right to obtain a copy of your personal data you provided to Monsido, via your settings); (ii) data correction (including the ability to update your personal data, in many cases via settings); (iii) data deletion (including the right to have Monsido delete your personal information, except information we are required to retain, by contacting us); and (iv) withdrawal of consent or objection to processing (including, in limited circumstances, the right to ask Monsido to stop processing your personal data, with some exceptions, by contacting us).

We use non-technically necessary cookies and similar technologies. A more detailed explanation of the technologies we use, and how to opt out when applicable, can be found in our Cookie Policy.

You may also control the receipt of certain types of communications from Monsido. Monsido may send you messages about the Services or your activity. Some of these messages are required, service-related messages for members (such as transactional messages or legal notices). Other messages are not required, such as newsletters. You can control which optional messages you choose to receive via the unsubscribe link in our emails.

If you no longer wish to use the Services or receive service-related messages (except for legally required notices), then you may close your account as set forth in the termination provision of your Terms of Service, or by contacting us at info@monsido.com.

6. Our Newsletter and How to Opt-Out. We operate an email newsletter program, used to inform subscribers about products and services supplied by us. Subscription to our newsletter is opt-in. Users can opt-out of receiving our newsletter at any time by following the unsubscribe link contained in the footer of any newsletter.

Email marketing campaigns published by us may contain tracking facilities within the actual email. Subscriber activity is tracked and stored in a database for future analysis and evaluation. Such tracked activity may include but shall not be limited to: the opening of emails, forwarding of emails, the clicking of links within the email content, times, dates and frequency of activity. This information is used to refine future email campaigns and supply the User with more relevant content based around their activity.

7. Do Not Track (DNT) Disclosure. Please note that while you may have the opportunity to opt-out of targeted advertising as discussed in the "How to Opt-Out" section above, and you may be able to control the use of cookies through your Web browser as described in the "Use of Cookies" section below, some Web browsers may also give you the ability to enable a "do not track" setting. This setting sends a special signal to the Web sites you encounter while Web browsing. This "do not track" signal is different from disabling certain forms of tracking by declining cookies in your browser settings, as browsers with the "do not track" setting enabled still have the ability to accept cookies. We do not respond to Web browser "do not track" signals at this time. If we do so in the future, we will describe how we do so in this Privacy Policy. For more information about "do not track," visit <http://www.allaboutdnt.org/>.

8. Disclosures of your Information. Your information may be used by us for the purposes provided for herein. We may pass your information on to third parties designated by you, our third-party service providers and affiliates, our successors and assigns, and our subsidiaries and parent companies, if applicable. Crawled data and statistics data are not shared with any third parties except as set forth herein. We may also disclose your data if necessary in the public interest or necessary to protect your vital interests, or those of other.

Note that we principally rely on consent (i) to send marketing messages, (ii) for third-party data sharing related to advertising, and, to the extent applicable, (iii) for the use of location data for advertising purposes.

Monsido also needs to engage third-party companies and individuals (such as payment processors, research companies, and analytics and security providers) to help us operate, provide, and market the Services. These third parties have only limited access to your information, may use your information only to perform these tasks on our behalf, and are obligated to Monsido not to disclose or use your information for other purposes. Our engagement of service providers is often necessary for us to provide the Services to you, particularly where such companies play important roles like processing payments and shipments and helping us keep our Service operating and secure. In some other cases, these service providers aren't strictly necessary for us to provide the Services, but help us make it better, like by helping us conduct research into how we could better serve our users. In these latter cases, we have a legitimate interest in working with service providers to make our Services better.

9. Legal Disclaimer. In addition to the forgoing disclosures contained in Section 7, we reserve the right to disclose your personally-identifiable information as required by law and when it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Services, General Web site Terms and Conditions, Cookies Policy and other policies, or as otherwise required by law.

10. Other Web Sites. Our Web site may contain links to other Web sites, which are outside our control and are not covered by this Data Protection and Privacy Policy Statement. If you access other Web sites using the links provided, the operators of these Web sites may collect information from you, which will be used by them in accordance with their privacy policies, which may differ from ours.

11. Cookies. To enhance your online experience, we may use "cookies" or similar technologies. Please see our Cookie Policy, available online at <https://monsido.com/cookie-policy/> regarding our use of cookies.

12. Access to and/or Modification of Your Information. If you access the Web site and/or Services and thereby provide personally-identifiable information, you may modify, update or delete such information by sending us an email at info@monsido.com. You should be aware, however, that it is not always possible to completely remove or modify information in our databases, including but not limited to for legal reasons; in such an event, your personally-identifiable information will be erased, if possible, once the legal storage term has expired. In addition, please be aware that your ability to opt out from receiving marketing and promotional materials does not change our right to contact you regarding your use of the Web site and/or the Services.

13. Privacy Protection for Children Using the Internet: notice to minors Protecting children's privacy is important to us. For that reason, we do not collect or maintain information of those persons we actually know are under the age of thirteen (13) nor is any part of the Web site or our Services targeted to attract anyone under the age of thirteen (13). We request that all users of the Web site and our Services who are under the age of thirteen (13) not disclose or provide any personally-identifiable information. If we discover that a child under thirteen (13) has provided us with personally-identifiable information, we will delete that child's personally-identifiable information from our records. You are responsible for any and all account activity conducted by a minor under your account.

In addition to protecting the privacy of children under age (13) we are committed to protect the privacy of minors. Though neither our Web site nor our Services is not targeted to minors nor is it intended to be used by minors, if, for any reason a minor has shared information via our Web site and/or Services said minor may request and obtain removal of such information by contacting us at info@monsido.com. Although we offer deletion capability, you should be aware that the removal of content may not ensure complete or comprehensive removal of that content or information provided.

14. Retention. Monsido will retain your information only for as long as is necessary for the purposes set out in this policy, for as long as your account is active (i.e., for the lifetime of your Monsido account), as described in this policy, or as needed to provide the Services to you. If you no longer want Monsido to use your information to provide the Services to you, you may close your account. Monsido will retain and use your information to the extent necessary to comply with our legal obligations (for example, if we are required to retain your information to comply with applicable tax/revenue laws), resolve disputes, enforce our agreements, and as otherwise described in this policy. We also retain log files for internal analysis purposes. These log files are generally retained for a brief period of time, except in cases where they are used for site safety and security, to improve site functionality, or we are legally obligated to retain them for longer time periods.

15. Data Security. We take reasonable steps to maintain the security of the personally-identifiable information that we collect, including limiting access to your personally-identifiable information to those persons with your username and password; however, no data transmission over the Internet can be guaranteed to be completely secure. Thus, we cannot ensure or warrant the security of any information that you transmit to us, so you do so at your own risk. Please note that non-encrypted communication using email is not secure. Thus, we cannot guarantee data security in email communication and, therefore, recommend using physical mail for confidential information. Please note that though we may use TLS, HTTPS or similar data security features, such data security features may not be available on all portions of the Web site and the Services.

16. International Transfer. We operate globally so it is necessary to transfer your information internationally. In particular, your information will likely be transferred to and processed via servers located in Belgium. By using our Services, you understand that Monsido ApS may share some of the information it gathers with Monsido, Inc. (its US subsidiary company) or other Monsido affiliates for purposes described in this Privacy Policy.

The United States, European Economic Area ("EEA") Member States, and other countries all have different laws. When your information is moved from your home country to another country, the laws and rules that protect your personal information in the country to which your information is transferred may be different from those in the country in which you live. For example, the circumstances in which law enforcement can access personal information may vary from country to country. In particular, if your information is in the US, it may be accessed by government authorities in accordance with US law.

To the extent that Monsido is deemed to transfer personal information outside of the EEA, we rely separately, alternatively, and independently on the following legal bases to transfer your information:

Model Clauses. The European Commission has adopted standard contractual clauses (also known as Model Clauses), which provide safeguards for personal information that is transferred outside of Europe. We often use these Model Clauses when transferring personal information outside of Europe. You can request a copy of our Model Clauses by emailing info@monsido.com.

Privacy Shield. Monsido, Inc. does not participate in Privacy Shield at this time. However, Monsido ApS may rely on the EU-US Privacy Shield to transfer personal information to some of our third party service providers in the United States, where they are certified to receive such information under the Privacy Shield Program.

Necessary for the performance of the contract. Monsido provides a voluntary service; you can choose whether or not you want to use the Services. However, if you want to use the Services, you need to agree to our Terms of Service which set out the contract between Monsido and its Customers. As we operate in countries worldwide (including in the United States) and may use technical infrastructure in the United States to deliver the Services to you, in accordance with the contract between us, we need to transfer your personal information to the United States and to other jurisdictions as necessary to provide the Services. Simply put, we can't provide you with the Services and perform our contract with you without moving your personal information around the world.

17. Your Rights. You may benefit from a number of rights in relation to your information that we process. Some rights apply only in certain limited cases, depending on your location. If you would like to manage, change, limit, or delete your personal information, you can do so via your Monsido account settings or by contacting us. Upon request, Monsido will provide you with information about whether we hold any of your personal information. By visiting your account settings, you can access, correct, change, and delete certain personal information associated with your account. In certain cases where we process your information, you may also have a right to restrict or limit the ways in which we use your personal information. In certain circumstances, you also have the right to request the deletion of your personal information, and to obtain a copy of your personal information in an easily accessible format. If you need further assistance, you can contact Monsido through one of the channels listed below under "How to Contact Us." We will respond to your request Monsido a reasonable timeframe.

If we process your information based on our legitimate interests as explained above, or in the public interest, you can object to this processing in certain circumstances. In such cases, we will cease processing your information unless we have compelling legitimate grounds to continue processing or where it is needed for legal reasons. Where we use your data for direct marketing purposes, you can always object using the unsubscribe link in such communications or changing your account settings.

18. Withdrawing Consent. Where you have provided your consent, you have the right to withdraw your consent to our processing of your information and your use of the Services. For example, you can withdraw your consent to email marketing by using the unsubscribe link in such communications or by changing your account settings. You can choose to withdraw your consent to our processing of your information and your use of the Services at any time by closing your account and terminating your Terms of Use and then emailing info@monsido.com to request that your personal information be deleted, except for information that we are required to retain. This deletion is permanent and your account cannot be reinstated.

19. How to Contact Us. If you have any questions or concerns about our Data Protection and Privacy Policy Statement or its implementation you may contact us at info@monsido.com.

Or you may write to us at Monsido ApS, Borupvang 3, Ballerup, DK-2750, Denmark.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, you may:

Without prejudice to any other rights you may have, if you are located outside of North America or South America, you also have the right to file a complaint against Monsido with the Danish Data Protection Commissioner ("DPC"), which is Monsido's Lead Supervisory Authority. The DPC's contact details are:

Office of the Data Protection Commissioner, Datatilsynet, Borgergade 29, 5, DK-1300 Copenhagen K.

Email: dt@datatilsynet.dk. Digital post: www.borger.dk

If you live in the EEA, you may also file a complaint with your local data protection regulator.

20. Updates & Effective Date. The effective date of this Privacy Policy is May 25th, 2018. From time-to-time, we may update this Data Protection and Privacy Policy Statement. We will notify you about material changes in the way we treat personally-identifiable information by posting a notice of said changes online to the Web site and by notifying registered Users of our Services via email. We encourage you to periodically check back and review this statement so that you always will know what information we collect, how we use it, and with whom we share it.

Addendum to 2019-0260 with Monsido

This Addendum shall modify and supersede the attached document COF Contract No. 2019-0260 (the "Agreement") and entered into on the 30th day of August, 2019, by the City of Franklin, Tennessee ("City") and Monsido ("Contractor"). The Agreement together with this Addendum and the attached document(s) constitute the entire agreement ("Agreement"). Acceptance of payment as stated in the Agreement constitutes Contractor's acceptance of all terms and conditions stated herein.

Standard Terms and Conditions

1. Maximum Liability. The payment rates as described for a **Two (2)-Year Term** (\$4,900.00 per year) shall constitute the entire compensation due the Contractor for all travel, professional services, and software regardless of the difficulty, materials, or equipment required, unless amended. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.
2. Indemnification and Limitations of Liability. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq. for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
3. Conflicts of Interest. The Contractor warrants that no part of the total Agreement Amount shall be paid directly or indirectly to an employee or official of the GNRC or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
4. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

Addendum to 2019-0260 with Monsido

6. Public Accountability. If the Contractor is subject to Tenn. Code Ann. § 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The GNRC shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

7. Records. The Contractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City. The financial statements shall be prepared in accordance with generally accepted accounting principles.
8. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
9. Confidentiality and Proprietary rights. Contractor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Contractor if a request for documents has been made and shall give Contractor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Contractor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Contractor's representation that materials supplied by Contractor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Contractor and Contractor assumes control over that claim.
10. Derivative Works. To the extent that the Agreement contains Contractor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
11. Warranties/Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Contractor to limit its liability shall be void and unenforceable.

Addendum to 2019-0260 with Monsido

12. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
13. No Taxes, No Interest Payments. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request. Contractor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.
14. Licensed users/"seats". If and whenever the Agreement defines or refers to "licensed users" such shall be read to allow installation of the program and its components in a larger number of computers as long as the number of licensed users granted access does not exceed the number of "licensed seats." This provision is intended to allow efficient dissemination of the licensed program, such as disk mastering and other methods of mass installation.
15. Notices. Any notice provided pursuant to the Contract, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Agreement or this Addendum may accompany, or such other address as either party may in the future specify in writing to the other):

16.

In the case of the City:

City of Franklin
Attn: Milissa Reiersen
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
FAX: 615/790-0469
E-mail: milissa.reiersen@franklintn.gov

In the case of Contractor:

Monsido, Inc.
Attn: Kyle Koch
5355 Mira Sorrento Place
Suite 725
San Diego, CA 92121

kko@monsido.com

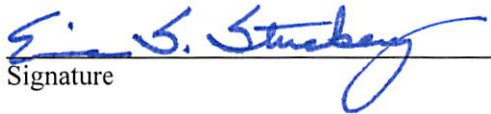
17. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
18. Severability. If any term or provision of the Contract is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Contract will not be affected.
19. Precedence. In the event of conflict between this Addendum and the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Addendum.
20. Entire Agreement. The Contract between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Contract. The terms and conditions of this Addendum may not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.
21. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific

Addendum to 2019-0260 with Monsido

clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

22. Applicable Law; Choice of Forum/Venue. The Contract constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee. The Contractor acknowledges and agrees that any rights or claims against the City of Franklin or its employees, or elected or appointed officials hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
23. Breach. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.
24. Survival. This Addendum shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference.
25. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all Parties.

CITY OF FRANKLIN, TENNESSEE


Signature

Eric S. Stuckey, City Administrator
Print Name and Title

9-6-2019
Date

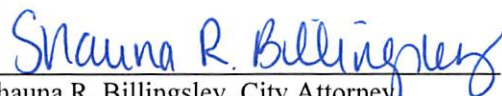
MONSIDO

Signature

Jacob Riff, President
Print Name and Title

08/30/2019
Date

Approved as to form:


Shauna R. Billingsley, City Attorney