

**SOCIAL SENTINEL® SERVICES AGREEMENT  
COVER SHEET**

SHI Information		Social Sentinel Information	
SHI Quotation #:	14982769	Services Agreement Expiration Date:	April 30, 2018
SHI Contract Name:	TIPS	Sales Contact:	Jesse Leib
SHI Contract #:	170306	Sales Contact Phone #:	617-593-8211

Client Information			
Client Name (“You” and “Your”):		Katy ISD (TX)	
Client Billing Contact		Client Support Contact ( <i>Identify at least one</i> )	
Contact Name:	Jamey Hynds	Contact Name:	SAME
Address:	6301 S. Stadium Lane	Address:	
City, State, ZIP:	Katy, TX 77494	City, State, ZIP:	
Title:	Director of Business Intelligence	Title:	
Phone:	832-229-8193	Phone:	
Email:	<a href="mailto:jameyhynds@katyisd.org">jameyhynds@katyisd.org</a>	Email:	

<b>Term and Fee Information:</b>	<b>*See SHI Documents</b>
<b>Effective Date of Agreement:</b>	<b>April 30, 2018</b>

This Social Sentinel® Services Agreement is entered into by and between Social Sentinel, Inc., a Delaware corporation (“**SSI**” or “**Social Sentinel**”) and the above-identified client (“**Client**”) (collectively the “**Parties**”). This Social Sentinel Services Agreement, including the Cover Sheet and Terms and Conditions, any addendums and attachments hereto, and the SHI proposal and contract (“**SHI Documents**”), shall collectively be referred to as the “**Agreement**.”

This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and understandings between the parties including, without limitation, any prior purchase orders or requests for proposals. By signing below, Client acknowledges that Client has read and agreed to the terms set forth in this Agreement and the signatory is authorized to execute this Agreement on behalf of Client’s organization.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date provided above.

<b>SOCIAL SENTINEL, INC.</b>	<b>CLIENT:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b> Dr. Gary J. Margolis	<b>Print Name:</b>
<b>Title:</b> Founder & CEO	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

**SOCIAL SENTINEL® SERVICES AGREEMENT**  
**TERMS AND CONDITIONS**

This Agreement describes the Services Social Sentinel will provide to Client, how the Parties will work together, and other aspects of the Parties' business relationship.

**1. DEFINITIONS.**

“Annual Period” means a one-year period of time during which Client receives Social Sentinel’s Service under this Agreement, as specified in the SHI Documents. If Client has an “initial period” under this Agreement, meaning a period of time shorter than one year prior to the first Annual Period, that “initial period” is not considered an Annual Period or part of an Annual Period, unless otherwise indicated herein.

“Confidential Information” means all confidential information in oral, written, graphic, electronic or other form including, but not limited to, past, present and future keywords/phrases, refined keywords/phrases, algorithms, filters, library, topic areas, business, financial and commercial information, prices and pricing methods, trade secrets, ideas, inventions, discoveries, methods, processes, know-how, computer programs, source code, and any other data or information disclosed, whether orally, visually or in writing. Confidential Information will not include data or information which (i) is publicly available Social Media Data, (ii) is other information that was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of the receiving party; (iii) was known to the receiving party at the time of disclosure without an obligation of confidentiality, as evidenced by the receiving party's written records; (iv) becomes known to the receiving party from a source other than the disclosing party without an obligation of confidentiality; or (v) is developed by the receiving party independently of the disclosing party's confidential information as demonstrated by written records.

“Data Usage Fees” (as used in the SHI Documents and herein) means the variable third party data consumption and processing fees that Social Sentinel will incur on Client’s behalf in connection with Client’s use of Social Sentinel’s Service, including but not limited to data ingestion fees imposed by social media services and other third party data providers. The Data Usage Fees on the Order Form represents Social Sentinel’s good faith effort to prospectively estimate such variable costs during Annual Period 1.

“Documentation” means Social Sentinel’s user guides, documentation, Terms of Use, Privacy Policy, reports, and help materials specifically describing the Service, as may be made available to Client and updated from time to time by Social Sentinel at Social Sentinel’s sole discretion, accessible via [www.socialsentinel.com](http://www.socialsentinel.com) or through the Service.

“Malicious Code” means any software code or program that may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, or adversely affect access to, or the confidentiality of, any system or data, or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“Service” means the Social Sentinel software as a service (SaaS) and related Documentation, as updated from time to time, provided by Social Sentinel to Client to alert Client to threats shared publicly on social media and blog streams so that Client may aggregate and assess such data (the “Alerts”) for potential threats in the areas of security, public safety, harm, wellness or acts of violence. The Service includes the Sentinel Search™ Library, Local+™ algorithms, and Roles and Permissions Tool.

“Service Fees” (as used in the SHI Documents and herein) means the fees for Social Sentinel’s provision of the Service to Client and any SHI Fees.

“User” means an individual who is Client’s employee or contractor, who is authorized by Client to use the Service, and to whom Client (or Social Sentinel at Client’s request) have supplied a user identification and password.

**2. SOCIAL SENTINEL'S RESPONSIBILITIES.** Subject to and limited by the terms of this Agreement, Social Sentinel will: (a) make the Service available to Client pursuant to this Agreement, through remote access over the Internet; (b) provide Social Sentinel's standard email and telephone support for the Service to Client during normal business hours Eastern Standard Time at no additional charge; and (c) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Social Sentinel will give electronic notice), (ii) any unavailability caused by circumstances beyond Social Sentinel's reasonable control, including, for example, actions by Client that may impede access to or function of the Service, an act of God, act of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such Party's employees), internet or other hosted service disruptions involving hardware, software or power systems not within such Party's possession or reasonable control, and denial of hosted service attacks, and (iii) any unavailability caused by our suspension of the Services pursuant to Section 3.

### **3. PRICING.**

3.1. Fees. Client agrees to pay the Total Fees (including both the Service Fees and Data Usage Fees) in the amounts set forth in the SHI Documents for the Annual Periods of the Term (the "Total Fees"). Except as otherwise provided herein, (a) fees are based on the Service purchased and not actual usage, and (b) payment obligations are non-cancelable and fees paid are non-refundable, except as provided herein.

3.2. Invoicing and Payment. Total Fees for Annual Period 1 will be billed upon Social Sentinel's receipt of the signed agreement from Client. Total Fees for subsequent Annual Periods of the Term will be billed at the beginning of each Annual Period. Total Fees are due in accordance with Chapter 2251 of the Texas Government Code, [which, for clarity, shall be payment by Client within thirty \(30\) days of receipt of the invoice from Contractor.](#) Client is responsible for providing complete and accurate billing and contact information to Social Sentinel and notifying Social Sentinel of any changes to such information.

3.3. Overdue Fees, will be governed by Chapter 2251 of the Texas Government Code.

3.4. Taxes. Client is a tax exempt political subdivision of the State of Texas.

3.5. Data Usage Fees. Both parties agree that the Data Usage Fees represents Social Sentinel's good faith effort to estimate on an annual basis variable fees that can be known for certain only at a future date. The Parties agree to review the Data Usage Fees on an annual basis, and Social Sentinel reserves the right, with Client's prior written consent, to adjust for overages in the next Annual Period based on increased data ingestion fees imposed on Social Sentinel by social media services and other third party data providers.

### **4. TERM AND TERMINATION.**

4.1. The term ("Term") of this Agreement will begin on the Effective Date and continue for the Annual Periods as set forth on the Order Form.

4.2. Either party may terminate this Agreement for cause: (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) immediately upon written notice to the other party of a material breach that is incapable of cure; or (c) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3. Either party may terminate this Agreement at the end of any Annual Period for its convenience upon thirty (30) days prior written notice to the other party.

4.4. Upon termination, Client's access to the Service will terminate and Client must discontinue all use. This section 4.4 and Sections 6-10 shall survive termination and shall remain in full force and effect. Social Sentinel will not refund any portion of the Total Fees for the current Annual Period if Client terminates the Agreement for convenience under Section 4.3, or if Social Sentinel terminates the Agreement for cause under Section 4.2; however, Client will not be billed Total Fees for any subsequent Annual Periods following termination. If Client terminates the Agreement for Cause under Section 4.2 or Social Sentinel terminates the Agreement for

Convenience under Section 4.3, Social Sentinel will refund a pro-rated portion of the Total Fees paid for the remainder of the Term.

4.5. Early Termination. In addition to the foregoing, Client may terminate this Agreement six (6) months after the beginning of Annual Period 1 if Client is not Satisfied (as defined herein) with the Service. To terminate the Agreement pursuant to this provision, Client must provide Social Sentinel with notice at least thirty (30) days prior to end of this six (6) month period. Client agrees that Client will be “Satisfied” if the following conditions are met:

(a) Engagement: Social Sentinel’s Client Success team regularly engages with Client, including to implement the Service, to train Client’s users, and to check in regularly with Client’s designated point of contact.

(b) Social Sentinel’s Client Success team and Client regularly discuss, among other things: the quantity of Alerts (including the quantity of posts associated with Client); the quality of Alerts (including the types of Alerts that Client is receiving, the perceived value of the Alerts); and the performance of the Service.

(c) Responsiveness: Social Sentinel’s Client Success team responds to Client’s inquiries within a reasonable amount of time (generally within 24 hours).

## **5. CLIENT’S USE OF THE SERVICE.**

5.1. Client may use and access the Service solely to aggregate and assess publicly available social media and blog streams for potential threats in the areas of security, public safety, harm, wellness or acts of violence. No other rights, express or implied, are granted by this Agreement or otherwise. Client is solely responsible for Client’s and Users’ use of the Service and compliance with this Agreement and the Documentation (including, without limitation and as applicable, the Terms of Use Agreement, attached hereto), and for providing such computer and other resources necessary to enable such Users to utilize the Service. Client will use commercially reasonable efforts to prevent unauthorized access to or use of Service, and Client will notify Social Sentinel promptly of any such unauthorized access or use. Client will use the Service only in accordance with applicable laws and government regulations.

5.2. Client agrees Client will not engage in any of the following activities: (a) make the Service available to, or use the Service for the benefit of, anyone other than Client; (b) sell, resell, license, sublicense, distribute, rent or lease the Service; (c) use the Service for any unlawful purpose; (d) use the Service to monitor or surveil any individuals or small groups of individuals; (e) use the Service in violation of any third-party privacy rights; (f) use the Service for employment or credit check purposes; (g) use the Service to store or transmit Malicious Code; (h) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (i) attempt to gain unauthorized access to the Service or its related systems or networks; (j) reverse engineer, reverse compile, copy, translate, modify or create derivative works of the Service or any part, feature, function or user interface thereof; (k) use the Service for any purpose other than to obtain Alerts regarding threats shared publicly on social media and blog streams; or (l) use the Service in any way not permitted under this Agreement.

5.3. Through Client’s use of the Service, Client and Users may provide certain personal information about Client, Users and/or other third parties (such as User logon credentials or Local+ terms) (hereinafter referred to as “Personal Data”). The types of Personal Data that may be collected via the Service and how that Personal Data may be used are set forth in Social Sentinel’s Privacy Policy and any other related information disclosure statements that Social Sentinel may make available to Client in connection with Client’s use of the Service. As a condition to accessing and using the Service, Client is required to accept the terms of Social Sentinel’s Privacy Policy, which is incorporated herein by reference. Client hereby acknowledges and agrees that Client has read Social Sentinel’s Privacy Policy, attached hereto.

5.4. Client agrees to keep records sufficient to demonstrate Client’s compliance with this Agreement, including the names of Users using the Service.

## **6. PROPRIETARY RIGHTS.**

(a) Subject to Client’s right to use and access the Service during the Term of this Agreement as set forth in Section 3, Social Sentinel will retain exclusive right, title and interest (including all intellectual property rights and other rights) in and to the Service, including all ideas, concepts, designs, software, software code, inventions and works

of authorship, and all intellectual property associated therewith, and Client shall have no ownership in or license to the Service or any portion thereof, nor in the intellectual property associated therewith.

(b) Regarding Alerts and reports that Social Sentinel provides to Client as part of the Service, Social Sentinel grants to Client a perpetual, nonexclusive, nonassignable, nontransferrable license to use such Alerts and reports solely in accordance with the terms and conditions of this Agreement.

## **7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, DISCLAIMERS, INDEMNIFICATION.**

### 7.1. Representations, Warranties, Exclusive Remedies:

(a) Each party represents and warrants that this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

(b) Social Sentinel warrants that: (i) the Service will perform materially in accordance with the applicable Documentation; and (ii) Social Sentinel will not materially decrease the functionality of the Service during the Term. For any breach of an above warranty, Social Sentinel will use commercially reasonable efforts to cause the Service to function in accordance with the Documentation and/or to re-perform the professional services, as applicable. If Social Sentinel notifies Client that Social Sentinel is unable to remedy any material breach of this warranty, Client's exclusive remedies are those described in Sections 4.2 (Termination) and 4.4 (Refund or Payment upon Termination).

(c) Social Sentinel warrants that it owns, or is licensed to use, all intellectual property necessary for the conduct of its business pursuant to the terms and conditions of this Agreement.

**(d) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SOCIAL SENTINEL DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SOCIAL SENTINEL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CLIENT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. SOCIAL SENTINEL AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, COMPLETENESS, ACCURACY AND PERFORMANCE OF THE SERVICE.**

### 7.2. Disclaimers:

(a) The Service provides information regarding potential threats in the areas of security, public safety, harm, wellness or acts of violence based on publicly available social media posts ("Social Media Data"). This Social Media Data is made available to Social Sentinel by one or more social media services or third party data providers. Social Sentinel makes no representations or warranties as to the sufficiency, completeness, timeliness, authorization for access to, or accuracy of Social Media Data.

(b) Social Sentinel uses commercially reasonable efforts in providing the Service. Any Alerts provided to Client by the Service are generated by Social Sentinel's software as a service and provided to Client without review by Social Sentinel. Client is solely responsible for reviewing Alerts provided to Client by the Service and for determining any actions Client will or will not take in response to such Alerts; Social Sentinel does not assume, and hereby disclaims, any responsibility for identifying any actionable Alert. Client understands and agrees that Alerts provided by the Service may include Alerts that Client does not find responsive or may omit social media posts. Social Sentinel does not warrant that the information contained in the Alerts is comprehensive, complete or accurate, and Social Sentinel does not assume and hereby disclaims any liability to any person or entity for any loss or damage caused by the contents or omissions in any Alerts provided by the Service, whether such contents

or omissions result from negligence, accident, or otherwise. Client and Users may set geofences and add Local+ information to be used by the Service (“User Added Items”). Client understands and agrees that any User Added Items may affect the Alerts provided by the Service, for example by increasing the number of Alerts flagged by the Service.

### 7.3. Indemnification.

(a) *[Intentionally omitted.]*

(b) Social Sentinel shall defend and indemnify Client and its officers, directors, employees, and stockholders from and against any third party claims, claims, suits, judgments, proceedings, losses, liabilities, costs and expenses (including reasonable attorneys’ fees and other reasonable costs and expenses related thereto) to the extent they arise out of or relate to: (a) the gross negligence or willful misconduct of Social Sentinel, or (b) any third party claims brought against Client for infringement of U.S. intellectual property rights arising from Client’s use of the Service provided to Client by Social Sentinel within the scope of rights granted in this Agreement. Social Sentinel shall, indemnify and save harmless Katy ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the Social Sentinel, or of any agent, employee, subcontractor or supplier in the execution of, or performance under this Agreement. Social Sentinel shall pay any judgment with costs which may be obtained against Katy ISD growing out of such injury or damages.

(c) Notwithstanding Sections 7.3(a) and (b), above, the indemnifying party shall only be required to indemnify the indemnified party provided that (i) the indemnified party notifies the indemnifying party, promptly in writing, not later than fifteen (15) days after the indemnified party receives written notice of the claim, (ii) the indemnified party gives the indemnifying party sole control of the defense and any settlement negotiations; (iii) the indemnified party gives the indemnifying party the reasonable information, authority, and assistance the indemnifying party needs to defend against or settle the claim, and (iv) the indemnifying party shall not be responsible for any costs and expenses, including attorneys’ fees, incurred by the indemnified party to monitor the defense or settlement of the claim by the indemnifying party. Notwithstanding the foregoing, in connection with the defense or settlement of any such claim, the indemnifying party may not make any admissions on the indemnified party’s behalf, may not agree to any injunctive relief or restrictive covenants affecting the indemnified party, and may not settle or compromise any claim in a manner that does not unconditionally release the indemnified party from liability thereunder, without the indemnified party’s prior written consent.

(d) The infringement indemnification in subsection (b) of Section 7.3 shall not be provided by Social Sentinel: (i) if the applicable Service was used in breach of this Agreement, (ii) if the Service is altered by a party other than Social Sentinel if the infringement claim could have been avoided by using an unaltered version of the Service, (iii) if Client uses a version of the Service that has been superseded with a new version and the infringement claim could have been avoided by using an unaltered current version of the Service, (iv) to the extent that an infringement claim is based on a product or service not provided by Social Sentinel; or (v) to the extent that an infringement claim is based on the combination by Client of the Service with any products or services not provided by Social Sentinel. This indemnification obligation of Social Sentinel is expressly limited to the rights to use the Service by Client from Social Sentinel

## 8. LIMITATION OF LIABILITY.

**8.1. IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF SOCIAL SENTINEL UNDER THIS AGREEMENT EXCEED FOUR TIMES THE TOTAL AMOUNTS PAID BY CLIENT IN THE LAST TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT, REGARDLESS OF ANY STATUTE OR LAW, NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN, DISCOVERED BY YOU. THIS LIMITATION WILL APPLY, REGARDLESS OF WHETHER**

ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH SUCH CLAIM OF DAMAGE IS BASED, BE IT IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY.

8.2. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, COVER, BUSINESS INTERRUPTION, OR SIMILAR DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF OR IS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

8.3. The Parties acknowledge that the limitations of liability in this Agreement and the allocations of risk herein are essential elements of the bargain between the Parties, without which Social Sentinel would not have entered into this Agreement.

## **9. CONFIDENTIALITY.**

9.1. Each party will hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement (or, in the case of SSI, as otherwise set forth in Social Sentinel's Privacy Policy). The receiving party agrees to notify the disclosing party promptly of any unauthorized disclosure of the disclosing party's Confidential Information and to assist the receiving party in remedying any such unauthorized disclosure.

9.2. Nothing in this Agreement will be construed to restrict the parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure will timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the party required to make such disclosure will permit the other party to attempt to limit such disclosure by appropriate legal means.

## **10. GENERAL PROVISIONS.**

10.1. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws provisions, the state and federal courts of which have sole and exclusive jurisdiction to resolve any actions or claims arising out of or in connection with this Agreement. Both Parties submit to the exclusive jurisdiction of such courts in Fort Bend County, Texas for such purpose.

10.2. This Agreement, including any items referenced herein, is the entire agreement between Client and Social Sentinel regarding Client's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. This Agreement expressly incorporates Katy ISD's Standard Terms and Conditions (the "Katy ISD T&C") with Social Sentinel designated as a "bidder" or "vendor" therein. In the instance of a conflict, Katy ISD's Standard Terms and Conditions shall govern. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (a) the Order Form, (b) the remainder of this Agreement, and (c) the Documentation.

10.3. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, Social Sentinel may assign this Agreement in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or the assets to which this Agreement relates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.4. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.5. Social Sentinel will not disclose the fact that Client is a client of Social Sentinel to the general public or media, unless otherwise required by law, without Client's prior written consent.

10.6. Neither Party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such Party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such Party's employees), internet or other Hosted Service disruptions involving hardware, software or power systems not within such Party's possession or reasonable control, and denial of Hosted Service attacks.

10.7. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

10.8. Notices. Notice under this Agreement must be in writing (including electronic format) and sent by postage prepaid first-class mail or receipted courier service to the address below or to such other address (including facsimile or e-mail) as specified below, and will be effective upon receipt:

To Client: to the contact information provided on the Order Form or as subsequently provided in writing by the Client.

To Social Sentinel: Social Sentinel, Inc., 128 Lakeside Dr., Suite 302, Burlington, VT 05401, Attention: General Counsel.

10.9. Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

**SOCIAL SENTINEL, INC.**  
**TERMS OF USE**

**Welcome to the Terms of Use for the Social Sentinel® Service and Site.**

**1. DESCRIPTION OF SERVICE.**

Social Sentinel, Inc.'s ("SSI") services include our social media threat alert service to our clients (the "Service"). SocialSentinel.com (including live.socialsentinel.com and all other associated web pages) (the "Site") provides information regarding the Service and access to the Service for our clients. The content and media on the Site include, but are not limited to, any and all documents, reports, presentations, data, information, and videos on the Site regarding the features and functions of the Service (the "Content"). Use of the Service and the Site, including any updates, enhancements, new features, and/or the addition of any new links, is subject to this Terms of Use Agreement ("TOU Agreement"). Please refer to your Social Sentinel Service Agreement with SSI for terms relating specifically to your use of the Service.

SSI may discontinue, modify or suspend any aspect of the Site without prior notice of any kind. SSI may impose limits on use of the Site, or suspend or discontinue access to all or part of the Site without prior notice of any kind. Please check this TOU Agreement every time you visit to view any changes.

**2. ACCEPTANCE OF TERMS.**

You agree that your use of the Service and the Site is subject to the terms in this TOU Agreement. The terms "User" and "you" refer to any person who accesses the Site and uses the Service. You are authorized to use the Service and the Site only if you agree to abide by all applicable laws and to the terms in this TOU Agreement. Please read this TOU Agreement carefully. If you do not agree to the terms of this TOU Agreement, please immediately cease using the Service and the Site.

SSI reserves the right to, at any time, add to, change, update or modify this TOU Agreement simply by posting such change, update or modification on the Site and updating the "Last Modified" date at the top of this page. Any such change, update or modification will be effective immediately upon availability on the Site. You agree that your continued use of the Service and the Site shall constitute your acceptance of such revised TOU Agreement. Since this TOU Agreement may change from time to time, it is important that you regularly review the TOU Agreement to ensure that you are updated as to any changes.

This TOU Agreement, and any posted revisions to its terms, shall remain in full force and effect while you use the Service and the Site.

**3. PRIVACY AND PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION.**

See our [Privacy Policy](#) relating to the collection and use of your personally identifiable information. For purposes of the Privacy Policy, the term "Personally Identifiable Information" refers to any information that identifies or can be used to identify, contact, or locate the person to whom such information pertains.

**4. CONTENT ON THE SITE.**

**4.1. Content on the Site.** You are not permitted to use any Content or to reproduce the Content in any manner without the prior written consent of SSI.

**4.2. Monitoring of Content.** SSI and its agents and designees reserve the right to monitor, restrict access to, edit, modify or remove any Content on the Site. SSI reserves the right at all times to disclose any information SSI deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, modify, refuse to post or to remove any information or materials, in whole or in part, in SSI's sole discretion. THESE RIGHTS WILL NOT BE CONSTRUED TO CREATE ANY LIABILITY TO SSI IN CONNECTION WITH ANY CONTENT.

**4.3.** Materials uploaded to the Site may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

**5. DISCLAIMERS AND LIMITATIONS OF LIABILITY.**

The Site may contain links to third party websites. When you access third party websites, you do so at your own risk. Third party links published or posted by Users or sponsors do not constitute or imply an approval or

endorsement by SSI of any information, materials, documents, services or products available on third party websites. SSI makes no representations about the suitability or accuracy of information, documents, materials, services or products published, posted or made available as part of the content, services or products offered by Users or sponsors for any purpose. ALL SUCH INFORMATION, MATERIALS, CONTENT, SERVICES AND PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY SSI.

SSI DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO INFORMATION, MATERIALS, CONTENT, SERVICES AND PRODUCTS, WHETHER PROVIDED BY SSI OR THIRD PARTIES, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY. IN NO EVENT SHALL SSI BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION, PRODUCTS OR SERVICES AVAILABLE ON THE SITE OR BY THIRD PARTIES, OR FAILURE TO PROVIDE PRODUCTS OR SERVICES BY SSI OR THIRD PARTIES, WHETHER OR NOT SSI KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.

SSI DOES NOT WARRANT THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE FUNCTIONING WILL BE UNINTERRUPTED OR FREE OF ERRORS. SSI ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY USER'S CONTENT OR ELECTRONIC DEVICE. SSI IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, MOBILE EQUIPMENT, SOFTWARE, FAILURE OF ANY E-MAIL OR PLAYERS DUE TO TECHNICAL PROBLEMS ON THE INTERNET OR ON THE SITE OR COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO ANY USER'S ELECTRONIC DEVICE RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH USING THE SITE. UNDER NO CIRCUMSTANCES SHALL SSI BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SITE, FROM ANY USER CONTENT POSTED ON OR THROUGH THE SITE, OR FROM THE CONDUCT OF ANY USERS OF THE SITE, WHETHER ONLINE OR OFFLINE.

IN ANY CASE, SSI'S TOTAL, CUMULATIVE LIABILITY UNDER THIS TOU AGREEMENT SHALL NOT EXCEED THE GREATER OF \$500 OR ANY FEES/ PAYMENTS RECEIVED BY SSI FROM YOU FOR USING THE SITE, OR ADVERTISING ON THE SITE. THIS LIMITATION WILL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHETHER A CLAIM OR ACTION SOUNDS IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY.

PLEASE NOTE THAT SOME OF THESE LIMITATIONS ON LIABILITY MAY NOT BE ENFORCEABLE IN SOME STATES, AND IF SO, THEY ARE NOT APPLICABLE TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU HEREBY AGREE TO RELEASE SSI, ITS AFFILIATES AND AGENTS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU ACKNOWLEDGE AND AGREE THAT SSI WOULD NOT HAVE POSTED THIS SITE BUT FOR THESE DISCLAIMERS OF LIABILITY, AND AGREE THAT THE TERMS ARE REASONABLE.

## **6. NO UNLAWFUL OR PROHIBITED USE.**

As a condition of your use of the Site and the Service, you will not use the Site or Service for any purpose that is unlawful or prohibited by this TOU Agreement. SSI reserves the right to investigate and take appropriate legal action against any Users who violate this provision (as determined in SSI's sole discretion), including, without limitation, removing, editing or modifying any offending Content, or denying, restricting, or suspending or terminating your access to all or any part of the Site, with or without prior notice or explanation, and without liability to SSI. SSI has no obligation to take any of the above-referenced actions, and is not responsible for the conduct of any Users who violate this provision.

You will not:

- 6.1.** Use the Site or Service for any unlawful purpose.
- 6.2.** Use the Site or the Service to monitor or surveil any individuals or small groups of individuals.
- 6.3.** Use the Site or the Service for employment or credit check purposes.
- 6.4.** Use the Site or the Service in any manner that could damage, disable, overburden, or impair any of the Site's servers or the network(s) connected to any of the Site's servers, or interfere with any other party's use and enjoyment of the Site.
- 6.5.** Attempt to gain unauthorized access to any part of the Site, other accounts, computer systems or networks connected to any Site server, through hacking, password mining or any other means.
- 6.6.** Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.
- 6.7.** Use the Site in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative, exploitive or unsolicited messages (commercial or otherwise).
- 6.8.** Advertise products of any kind that you or someone else manufactures, supplies, distributes. This includes not publishing, posting, uploading, discussing, mentioning or listing the telephone numbers, addresses, facsimile numbers, e-mail addresses, domain names or Web links of your manufacturing, supply, retail, or wholesale business or any other business of this type.
- 6.9.** Publish, post, upload, link to, discuss, disseminate, mention, or list your own personal contact information if it is for the purpose of advertising, distributing or selling products or services that you or someone else manufactures, supplies, distributes or sells.
- 6.10.** Publish, post, upload, link to, discuss, disseminate, mention or list your or anyone else's age or e-mail address anywhere on the Site.
- 6.11.** Publish, post, upload, link to, discuss, disseminate, mention or list names, telephone numbers, addresses, e-mail addresses, facsimile numbers, domain names or websites of any other Users.
- 6.12.** Defame, abuse, harass, stalk, threaten, offend, provoke, name call, or otherwise violate the legal rights (including the rights of privacy and publicity) of others.
- 6.13.** Publish, post, upload, disseminate, use or make comments that are of an abusive, violent, inappropriate, vulgar, profane, defamatory, obscene, indecent, sexually explicit, pornographic, or otherwise objectionable or unlawful nature.
- 6.14.** Publish, post, discuss, upload, disseminate or mention information that contains content intended to victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age, disability, or sexual orientation. Hate speech of any kind is not permitted on the Site.
- 6.15.** Publish, post, discuss, upload, disseminate or mention illegal activities of any kind, including, without limitation, references to illegal drug use, terrorist activities, making or buying illegal weapons, violating someone else's privacy or child pornography.
- 6.16.** Publish, post, upload, disseminate, post Web links to or otherwise make available any content that is obscene, lewd, violent, sexually explicit, pornographic or otherwise objectionable or illegal.
- 6.17.** Publish, post, upload, use or otherwise make available, pass off as your own, or solicit for exchange, sale or purchase, any content protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- 6.18.** Post, upload, disseminate, link to, use, modify, copy, reproduce, republish, transmit or otherwise make

available any content, which is made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other personal or proprietary right of any party.

**6.19.** Publish, post, upload, disseminate, use, link to or otherwise make available any image, photograph or picture of any other person or User without that person's or User's consent.

**6.20.** Solicit information of any kind from or exploit in any way Users who are under the age of 18.

**6.22.** Upload files to the Site that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

**6.23.** Harvest, solicit or otherwise collect personal information from or about other Users for any purpose.

**6.24.** Use the Site or the Service in any manner that is inconsistent with or violates any applicable laws or regulations.

**6.25.** Create a false identity on the Site or with the Service for the purpose of misleading others.

**6.26.** Publish, post, disseminate, link to, upload, use, copy or otherwise make available (whether or not for a fee) any directory of Users of the Site.

**6.27.** Register on the Site or with the Service under a new User name if SSI has restricted, suspended or terminated your use of the Site.

**6.28.** Register on the Site or with the Service with a User name that is offensive, deceptive or violates any other party's rights.

**6.29.** Register on the Site or with the Service if you are under the age of 14.

**6.30.** Register on the Site or with the Service with a non-working or inactive e-mail address, or someone else's e-mail address other than your own.

**6.31.** Publish, post, upload, disseminate, discuss, mention or insinuate false information about other Users.

**6.32.** Publish, post, upload, disseminate, discuss or mention the value, validity or effectiveness of products or services of sponsors if you have never owned or used such product or services.

**6.33.** Use the Site or the Service for any purpose other than to obtain Alerts regarding threats shared publicly on social media and blog streams.

## **7. SOCIAL MEDIA COMPANIES' TERMS OF SERVICE.**

For any alerts or other information you receive through the Site or the Service that contain posts or data from third-party social media companies, you agree to abide by the terms of use or terms of service of such third-party social media companies, including but not limited to the Twitter Terms of Service (located at <http://twitter.com/tos>) and the Instagram Terms of Use (located at <https://help.instagram.com/478745558852511>).

## **8. USER IDENTIFIED TERMS.**

Through our Local+ Lists and Assets Configuration ("Lists"), you may identify potential targets of threats that are unique to your organization ("User Identified Items"). These Lists will pair User Identified Items with the Sentinel Search<sup>SM</sup> Library so that you may receive alerts to threats regardless of whether the post was made inside or outside of a geofence. When you provide User Identified Items, we will assess whether they are appropriate additions to the Lists, including by examining whether they would create efficient, productive, and meaningful results, whether they accord with Social Media companies' terms of service, and whether they constitute prohibited or unlawful use of the Site or the Service. We decide in our sole discretion whether to add any User Identified Items to the Lists.

## **9. FEEDBACK AND UNSOLICITED IDEA SUBMISSION POLICY.**

SSI welcomes your comments and feedback about the Service and the Site. You agree that, by sharing such feedback with Social Sentinel, you grant to Social Sentinel a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service or Site any suggestions, enhancement requests, recommendations, corrections, or other feedback you provide relating to the Service.

Note that SSI does not accept or consider unsolicited submissions concerning its business or operations, including, but not limited to, original ideas for new advertising campaigns, promotions, products, services, technologies, processes, materials, marketing plans or new product/service names. Please do not send SSI such submissions. The purpose of this policy is to avoid potential misunderstandings or disputes when SSI's Service, products or marketing strategies appear similar to ideas submitted to SSI. All such submissions to SSI are considered the property of SSI. SSI does not have an obligation to protect the confidentiality of any such submission. SSI will

exclusively own all known or later-existing rights to such submission worldwide, and will be entitled to the unrestricted use of any such submission for any purpose, without compensation to you or any third party provider of such submission.

#### **10. COPYRIGHT COMPLAINTS.**

Materials may be made available on the Site by third parties not within SSI's control. SSI respects the intellectual property rights of others, and SSI asks the Users of the Site to do the same. It is SSI's policy not to permit materials known by SSI to infringe another party's copyright to remain on the Site. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, or that the Site contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify SSI by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512) to our copyright agent set forth below:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit SSI to locate the material;
- Information reasonably sufficient to permit SSI to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 

#### **Copyright Agent:**

Liz Kleinberg, General Counsel  
Social Sentinel, Inc.  
128 Lakeside Ave., Suite 302  
Burlington, VT 05401  
(802) 861-1380  
[lkleinberg@socialsentinel.com](mailto:lkleinberg@socialsentinel.com)

**11. INTELLECTUAL PROPERTY OF SSI.** The Site contains content protected by copyright, trademark, and other law, and SSI owns and retains all rights in this content.

**12. COPYRIGHT NOTICE.** Copyright © 2017 Social Sentinel, Inc. All rights reserved.

**13. TRADEMARKS.** SOCIAL SENTINEL, ASSESS ALERT AVERT, LOCAL+, SENTINEL SEARCH, PULSE, SCOUT, LANGUAGE OF HARM, RMAP are trademarks of Social Sentinel, Inc.

**14. JURISDICTION AND DISPUTES.** This TOU Agreement is governed by the laws of the State of Vermont, USA, without regard to its conflicts of law provisions, the state and federal courts of which have sole and exclusive jurisdiction to resolve any actions or claims arising out of or in connection with your use of the Site, your breach of this TOU Agreement and/or arising from any breach of your representations and warranties set forth in this TOU Agreement. You submit to the jurisdiction of such courts for such purpose, and agree not to contest venue as appropriate in Vermont. The parties waive the right to trial by jury.

**15. INDEMNITY.** *[Intentionally omitted.]*

**16. ORDER OF PRECEDENCE.** If you are an SSI client, in the event of an inconsistency or conflict between this TOU Agreement and your Social Sentinel Services Agreement, your Social Sentinel Services

Agreement shall govern.

**17. MISCELLANEOUS.** This TOU Agreement is accepted upon your use of the Site. This TOU Agreement and the Privacy Policy constitute the entire agreement of the parties with respect to your use of the Site. The terms in this TOU Agreement may be modified by SSI at any time, and by you only with the prior written consent of SSI in each instance. Any claim with respect to your use of this Site must be brought within one (1) year of the date that the claim arises. If any provision of this TOU Agreement is held unenforceable, the remaining provisions will be enforced to the maximum extent possible. No waiver by SSI of any rights under this TOU Agreement constitutes a waiver of any other right, or right to enforce any subsequent breach of this TOU Agreement. In the event SSI is forced to enforce its rights against you, in addition to any other remedies, you agree to pay SSI's reasonable costs, including attorneys' fees and costs of suit.

**SOCIAL SENTINEL, INC.**  
**PRIVACY POLICY**

**Welcome to the Privacy Policy for the Social Sentinel® Service and Site.**

**1. DESCRIPTION OF SERVICE.**

Social Sentinel, Inc.'s ("SSI" or "we" or "our") services include our social media threat alert service to our clients (the "Service"). SocialSentinel.com (including live.socialsentinel.com and all other associated web pages) (the "Site") provides information regarding the Service and access to the Service for our clients. Use of the Service and Site, including any updates, enhancements, new features, and/or the addition of any new links, is subject to this Social Sentinel, Inc. Privacy Policy ("Privacy Policy") and the Social Sentinel, Inc. Terms of Use. Please refer to your Social Sentinel Service Agreement with SSI for terms relating specifically to your use of the Service.

**2. PURPOSE.**

We have created this Privacy Policy ("Privacy Policy") to demonstrate our commitment to fully disclosing the information collection and use practices applicable to the Service and the Site.

This Privacy Policy applies only to information collected by SSI through your use of the Site or the Service. SSI is not responsible for any third party information that you may access while using the Site or Service, including publicly available social media information made available by third party social media services. For policies applicable to third-party information that you may access while using the Service, see the privacy policies of such third parties.

This Privacy Policy is being provided to our clients and authorized users of the Service and Site, and it and is not intended to and shall not be construed to give any third party any interest or rights (including any third party beneficiary rights) with respect to or in connection with any representation or provision contained herein or contemplated hereby.

**3. ACCEPTANCE OF TERMS.**

By accessing the Service and using the Site, you signify your agreement that your use of the Service and the Site is subject to the terms in this Privacy Policy. The terms "User" and "you" refer to any person who accesses Service or the Site. You are authorized to use the Service and the Site only if you agree to abide by all the terms in this Privacy Policy. Please read this Privacy Policy carefully. If you do not agree to the terms of this Privacy Policy, please immediately cease using the Service and the Site.

SSI reserves the right to, at any time, add to, change, update or modify this Privacy Policy simply by posting such change, update or modification on the Site and updating the "Last Modified" date at the top of this page. Any such change, update or modification to this Privacy Policy will be effective immediately upon availability on the Site. If at any point in the future SSI decides to collect and use Personally Identifiable Information, we may notify you by way of an e-mail or some other means. You agree that your continued use of the Service and the Site shall constitute your acceptance of such revised Privacy Policy. Since this Privacy Policy may change from time to time, it is important that you regularly review the Privacy Policy to ensure that you are updated as to any changes.

This Privacy Policy, and any posted revisions to its terms, shall remain in full force and effect while you use the Site.

**4. TYPES OF INFORMATION AND METHODS OF COLLECTION.**

This Privacy Policy applies to information collected from or about you through your use of the Service ("User Information"). Except as provided herein, this Privacy Policy DOES NOT apply to information that is publicly available from third party social media services ("Publicly Available Social Media Information"). SSI's policies and procedures regarding the use of Publicly Available Social Media Information are set forth in Section 9 below.

**Collection of User Information**

· **By Browsing.** As you browse the Site, the Internet protocol (IP) address of your computer, "cookies" (described below) and other standard tracking data SSI uses to evaluate Site traffic and usage patterns are collected. Such information is aggregated with tracking data from all Site visitors. If you only browse this Site,

you are not required to identify yourself or provide any personally identifiable information. For purposes of this Privacy Policy, the term “**Personally Identifiable Information**” refers to any information that identifies or can be used to identify, contact, or locate the person to whom such information pertains.

· **By User’s Voluntary Submission.** When using any feature of the Service that allows for unilateral or multilateral communication between yourself and SSI or other users of the Service, you may choose to provide other User Information, including Personally Identifiable Information. If you publicly post Personally Identifiable Information anywhere on the Site, it may be available to third parties and you may receive unsolicited messages from those parties. SSI has no obligation to ensure the security or confidentiality of any information you choose to make publicly available through the Site that allows for unilateral or multilateral communication between yourself and other users of the Service. Also, SSI cannot ensure that parties who have access to such information will respect your privacy. Please exercise caution when deciding to publicly disclose Personally Identifiable Information.

· **By User’s Use of Local+ Feature.** Our Local+ feature allows you to create lists unique to your local needs and issues and combine those lists with the appropriate, refined keywords from the Sentinel Search Library to create targeted searches. When using Local+ to specify an individual’s name, you must obtain documented consent from that individual and be able to provide this consent upon request.

· **By Use of Cookies.** The Site uses a feature of your browser to set “cookies” on your computer. Cookies are small packets of information sent by the Site through your browser to your computer. These cookies can be deleted or modified through your browser Internet settings. If you do not want your browser to accept cookies, you can turn off the cookie acceptance option in your browser’s settings. You may modify your browser preferences to provide you with choices relating to cookies. You have the choice to accept all cookies, to be notified when a cookie is set or to reject all cookies. If you choose to reject cookies you may not be able to utilize fully all of the Site’s features and information.

We do not track our users across third party websites and thus do not respond to Do Not Track (“DNT”) signals. However, some third party websites do keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you. If you are visiting such sites, certain website browsers may allow you to set the DNT signal on your browser so that third parties know you do not want to be tracked.

**Information on Children.** SSI does not knowingly collect any information from children under the age of 13. The Service is intended for use by persons to access information related to public safety and security. If SSI learns that it has collected Personally Identifiable Information from a child under the age of 13, SSI will delete that information from its systems where reasonably possible. SSI encourages parents and guardians to monitor children’s online device usage. Parental control protections, such as mobile device hardware, software or filtering services, are commercially available to limit the access to material that is harmful to minors.

## **5. HOW COLLECTED INFORMATION MAY BE USED.**

Subject to any terms of use that govern ownership and use of information collected by and through the Service, User Information is owned solely by SSI. User Information collected by and through this Site may be used by SSI, its divisions, subsidiaries, and affiliates, or other entities that are involved in the operation of this Site for SSI’s purposes. SSI may use User Information collected and provided, individually or in an aggregate form, as follows:

- to contact you about the Service;
- to assess or improve use of the Service;
- to compare and otherwise use data entered by users for any purpose including consulting, research and marketing;
- to evaluate products and services SSI or third parties could offer to you;
- to monitor compliance with SSI’s Terms of Use Agreement;
- to provide special offers to you from SSI and/or its affiliates and subsidiaries;
- to send you promotional material on behalf of SSI and/or its affiliates and subsidiaries.

## **6. WITH WHOM COLLECTED INFORMATION MAY BE SHARED.**

At times, we may share User Information with third parties for certain purposes. While we will seek to require those third parties to follow appropriate privacy policies and security measures, we do not bear responsibility for any actions or policies of third parties. The following outlines the ways in which User Information may be shared with others:

- **User Data:** We may share User Information that is not Personally Identifiable Information for any purpose. Except as provided herein, SSI will not, without your prior permission, share such information in a form that allows other members or third parties to link it to any Personally Identifiable Information.
- **Aggregate Information:** We may share User Information in aggregate form, such as general demographics and Site and Service usage statistics, with third party advertisers, sponsors or other organizations, including but not limited to Google Analytics. We do not share specific demographic information. You may opt out from Google Analytics implementations and features that Social Sentinel uses (contact your Client Success Manager or call 802-861-1365).
- **Business Transfers:** The Service, Site, SSI and/or a subsidiary or division of SSI may be sold along with its assets, or other transactions may occur, in which your Personally Identifiable Information is one of the business assets transferred. In such a case, your User Information may be one of the business assets we transfer.
- **Legal Process:** SSI reserves the right to disclose User Information, including your Personally Identifiable Information, as required by law and when SSI believes that such disclosure is necessary to protect SSI's rights and/or comply with a judicial proceeding, subpoena, court order or other legal process served on SSI. The disclosure of this information may be without notice to you.

## 7. SECURITY AND ENCRYPTION.

While there is no such thing as “perfect security,” SSI takes commercially reasonable precautions to protect User Information. Our security policies are reviewed periodically and revised as required. It is important to remember, however, that whatever you transmit or disclose online can be collected and used by others or unlawfully intercepted by third parties. No data transmission over the Internet can be 100% secure.

## 8. THIRD PARTY LINKS, WEBSITES, AND COOKIES.

Our Site may contain external links to third party websites. We have no control over, and are not responsible for, the content of or information gathered by these other websites. Any Personally Identifiable Information collected by such third parties is subject to such third parties' privacy policy. Companies that may advertise on the Site do not have access to Personally Identifiable Information that you do not post using any feature of the Site that allows for unilateral or multilateral communication between yourself and other users of the Site. Those advertisers may set their own cookies on your mobile device and access those cookies if you allow them to do so. Third parties' use of cookies is subject to their own privacy policies.

## 9. USE OF PUBLICLY AVAILABLE SOCIAL MEDIA INFORMATION.

This Section 9 applies to Publicly Available Social Media Information that you may access as part of the Service. SSI has no intention, nor the capability, to gather private information of social media authors that is not publicly available from the social media services they use. Generally, the Service enables SSI's clients to aggregate and assess threats shared publicly on social media and blog streams for potential threats in the areas of security, public safety, harm, wellness or acts of violence. These results will be shared with SSI's clients to allow those clients to conduct assessments of potential harm, self-harm and acts of violence, and to determine what further steps should be taken, if any, to address such concerns. SSI also may share these results in response to a valid law enforcement request or legal process, to protect SSI's rights and property or those of third parties, or as otherwise permitted or required by law.

Social media data feeds are provided to SSI by social media services and third-party data aggregators. These third-party data aggregators obtain their feeds from the online services of social media companies. The algorithms SSI applies to Publicly Available Social Media Information do not attempt to, and indeed cannot, discern any Personally Identifiable Information that is not already included in the data feeds SSI receives from social media services and third-party data aggregators.

## 10. SOCIAL SENTINEL AS DATA PROCESSOR ONLY.

You acknowledge and agree that Social Sentinel processes any Personal Data in Social Sentinel's capacity as data processor, and that you remain at all times the data controller of such processing. Notwithstanding anything to the contrary, in Your capacity as data controller, it is Your exclusive responsibility to obtain all necessary consents to such processing, to convey the information notices as required by applicable law, to make any necessary filings with the appropriate data protection authorities, to enforce and comply with any request to access and/or rectify and/or delete any such Personal Data.

**11. ORDER OF PRECEDENCE.**

If you are an SSI client, in the event of an inconsistency or conflict between this Privacy Policy and your Social Sentinel Services Agreement, your Social Sentinel Services Agreement shall govern.

**12. CONTACT INFORMATION.**

If you have questions regarding this Privacy Policy, please email us or contact us by mail or telephone:

Liz Kleinberg, General Counsel

[kleinberg@socialsentinel.com](mailto:kleinberg@socialsentinel.com)

(802) 861-1380

Social Sentinel, Inc.

128 Lakeside Avenue, Suite 302

Burlington, Vermont 05401-4939

**THE WORDS “BIDS, PROPOSALS, QUOTES” AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.**

**“Bid” refers to the Social Sentinel® Services Agreement entered into by and between Katy ISD and Social Sentinel, Inc. effective April 30, 2018.**

1. BIDS, IN DUPLICATE, ARE TO BE DELIVERED TO KATY ISD PURCHASING DEPARTMENT, 5364 FRANZ ROAD, KATY, TEXAS 77493, F.O.B. DESTINATION IN AN OPAQUE, SEALED ENVELOPE, WITH THE BID NUMBER AND THE DUE DATE DISPLAYED ON THE OUTSIDE. Katy ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.
2. NO BID: Bidders may opt to send a NO BID response back to Katy ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the District in writing.
3. LATE BIDS: Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. Katy ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Purchasing Office shall be the official time of receipt.
4. UNSIGNED BIDS will NOT be considered. ONLY SEALED BIDS will be accepted. Faxed bids or electronic submissions will NOT be accepted.
5. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of bid.
6. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.
7. BID MUST COMPLY with all federal, state, county, and local laws concerning these types of goods/services. ALL ITEMS MUST MEET OSHA STANDARDS OF COMPLIANCE AND BE ASBESTOS FREE.
8. SAMPLES, if applicable or when requested, shall be furnished at no cost to Katy ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Katy ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.
9. ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.
10. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the bid. Katy ISD will not accept “factory seconds” or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.
11. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidders.
12. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
13. RESPONSIBLE BIDDER. The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
14. REFERENCES: KATY ISD may request bidders to supply, with this bid, a list of at least five (5) references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name of representative.
15. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Katy ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on unresponsive vendor list.
16. TO EXPEDITE EVALUATION of the bids, BIDS must be submitted on Katy ISD forms; although additional information may be attached for evaluation purposes.
17. SALES TAX: Katy ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.
18. NO CASH ADVANCE discount will be considered.
19. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.
20. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the vendor's past relationship with the district; (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (7) the long-term cost to the district to acquire the vendor's goods or services; (8) for goods and services other than telecommunications, information services, construction or building maintenance, or instructional materials, whether the vendor, vendor's parent company, or majority owner, has its principal place of business in this state, or employs at least 500 people in this state, and (9) any other relevant factor as listed in the project documents.
21. BID AWARD: Katy ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.
22. PLEASE BID on each item separately. Provide unit prices on quantity specified and extended amount. In cases of errors in extensions, unit price shall govern.
23. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other similar customers for items awarded herein are reduced below the contracted

price (based on volume), it is understood and agreed that the benefits of such reduction shall be extended to Katy ISD.

24. DELIVERY: All products delivered as a result of this contract must have the delivery and/or freight charges (FOB) Katy ISD Designated Location with inside delivery included in the bid price.
25. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
26. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Katy ISD.
27. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the District's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.
28. EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Katy ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Katy ISD will not accept substitutes after item(s) have been awarded as specified. Katy ISD reserves the right to accept any and all or none of the exception(s)/substitution(s) bid which are deemed to be in the best interest of Katy ISD.
29. DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.
30. "OR EQUAL" PRODUCTS will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the vendor's responsibility to submit sufficient data for the District to properly analyze an "or equal" item.
31. ADDENDA: Any interpretations, corrections, or changes to this bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Katy ISD Director of Purchasing. Addenda will be mailed to all who are known to have received a copy of this bid.
32. ADDENDA MUST BE ACKNOWLEDGED WITH BID SUBMITTAL. An addenda acknowledgment form will be provided with bids requiring acknowledgment of addenda.
33. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Katy ISD Director of Purchasing.
34. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Katy ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Katy ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against Katy ISD growing out of such injury or damages. This provision is subject to the indemnification and limitation of liability provisions in the Bid.
35. CONTRACT: This Bid, when properly accepted by Katy ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Katy ISD. No different or additional terms will become a part of this contract with the exception of ChangeOrders.
36. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires as provided in the Bid..
37. **KATY ISD reserves the right to terminate contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.**
38. TERMINATION FOR DEFAULT: The termination provisions of the Bid apply.
39. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the Bid. Notwithstanding anything to the contrary herein, if for any reason Katy ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Katy ISD, Katy ISD pursue the remedies as provided in the Bid.
40. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, the applicable provisions of the Bid apply.
41. BREACH OF CONTRACT or default authorizes Katy ISD to exercise any or all of the rights provided in the Bid.
42. BIDDER, IN SUBMITTING THIS BID, agrees that Katy ISD shall not be liable to prosecution for damages in the event that Katy ISD declares the bidder in default.
43. GRACE PERIOD: Katy ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.
44. NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Katy ISD shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Katy, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
45. PATENTS/COPYRIGHTS: The successful bidder agrees to protect Katy ISD from claim involving infringements of patents and/or copyrights.
46. RIGHTS TO INVENTIONS: If the contract awarded is funded through federal funds, the vendor agrees to remain in compliance with the requirements of CFR 37 Part 401 and any implementing regulations should contract performance involve the performance of experimental, developmental, or research work.

47. **CONTRACT ADMINISTRATOR:** Under this contract, Katy ISD may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Katy ISD Purchasing Department and the successful bidder.
48. **PURCHASE ORDER:** A purchase order(s) shall be generated by Katy ISD to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Katy ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.
49. **PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department/campus and/or delivery location, (c) Katy ISD Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.
50. **PRODUCTS SUPPLIED UNDER THIS CONTRACT** shall be subject to Katy ISD approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to Katy ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Katy ISD for disposition.
51. **WAGES:** Successful bidder shall pay or cause to be paid, without cost or expense to Katy ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.
52. **BIDDERS MUST SUBMIT** chemical content literature and/or specifications and Material Safety Data Sheets with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.
53. **WARRANTY:** The warranties and disclaimers provided in the Bid apply.
54. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Katy, Fort Bend County, Texas.
55. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Katy ISD; provided, however, Social Sentinel may assign the contract in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or the assets to which the contract relates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
56. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
57. **FORCE MAJEURE:** Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected, including those provide in the Bid.
58. **EQUAL EMPLOYMENT OPPORTUNITIES LAWS.** Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.
59. **COMPLIANCE WITH DAVIS-BACON ACT:** For any contract awarded involving prime construction over \$2,000, the vendor agrees to remain in compliance with the Davis-Bacon Act for the payment of all applicable workers.
60. **CONTRACT WORK HOURS AND SAFETY ACT:** Where applicable, the vendor must remain in t compliance with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) requiring the vendor to compute the wages of applicable workers on the basis of a 40 hourweek.
61. **RECORD RETENTION:** In acceptance of the contract the vendor certifies that it will comply with all record retention requirements as required in 2 CFR 200.33 for any applicable federal expenditures from Katy ISD.
62. **BUY AMERICAN ACT:** In acceptance of a contract with Katy ISD, the vendor hereby certifies compliance with all applicable provisions of the Buy American Act.
63. **CLEAN AIR ACT (42 USC 7401-7671q) and FEDERAL WATER POLLUTION CONTROL ACT (33usd 1251-1387)** For any contract awarded which exceeds \$100,000 the vendor certifies that it will agree to comply with all applicable standards, order or regulations pursuant to the acts listed and any applicable amendments, orders or directives thereof.

64. ENERGY POLICY AND CONSERVATION ACT: For any federal fund expenditures by Katy ISD that are a result of the awarded contract, the vendor certifies that it will remain in compliance with the Federal Energy Policy and Conservation Act as issued in Pub. L 94-163, 89 Stat. 871).
65. CERTIFICATION REGARDING BOYCOTTING OF ISRAEL: Pursuant to Chapter 2270, Texas Government Code, the vendor doing business, or seeking to do business, with Katy ISD (the "Vendor") hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor and Vendor Companies will not boycott Israel during the term of this contract. For purposes of this contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.
66. CERTIFICATION REGARDING TERRORIST ORGANIZATIONS: Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.
67. PAYMENT will be made upon receipt and acceptance by Katy ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful bidder(s) is required to pay subcontractors within ten (10) days.
68. INVOICES shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:  
**Katy ISD Accounts Payable Department, P O Box 159, Katy TEXAS 77492-0159**
69. **ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must submit a Conflict of Interest Questionnaire if required no later than the Seventh (7) Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006.**
70. **For any contracts requiring Board action (contracts exceeding \$250,000), the District will require the awarded vendor to submit the Disclosure of Interested Parties Form 1295 from the Texas Ethics Commission and then certify to Katy ISD that the disclosure has been filed. The District will consider failure to file the form as a default of contractual obligations.**
71. **ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.**
72. **ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) to the Katy ISD Purchasing Department..**
73. **ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO THE PURCHASING DEPARTMENT AT (281) 396-6260.**

**NOTE: Katy ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.**