



Technical Advisory Committee
Cuyahoga County – Administrative HQ – 4th Floor
2079 East 9th Street 6-101
Thursday, September 01, 2016 9:00 AM

- A. Call to Order
- B. Roll Call
- C. Review and Approve Minutes
- D. Policy and Procedure Review
- E. Tabled Items
- F. New Items
 - 1. TAC2016-00019 - DEPARTMENT OF PUBLIC SAFETY AND JUSTICE SERVICES - DIVISION OF PUBLIC SAFETY AND JUSTICE SERVICES ADMINISTRATION
STATISTICA USER LICENASE/MAINTENANCE PACK (2) - FOR PUBLIC SAFETY-REDSS
Department of Public Safety and Justice Services - Requesting Approval of a Purchase of Statistical Software Package for use in Analysis and Forecast of Crime Data.
 - 2. TAC2016-00020 - DEPARTMENT OF COMMUNICATION
COMMUNICATIONS SOCIALBAKERS CONTRACT
Department of Communication - Requesting Approval to enter into a Contract with Socialbakers A.S to Track, Analyze and Publish within our Social Media Platforms. For the Anticipated Cost of \$7,680.00 and Anticipated Start Date of 07/27/16 - 07/27/17
- G. Other Business
 - 1. DEPARTMENT OF INFORMATION TECHNOLOGY
Is requesting Intent to award RFP for ERP.
- H. Public Comment
- I. Adjournment

CUYAHOGA COUNTY INFORMATION SERVICES CENTER
CUSTOMER SERVICE REQUEST (CSR)
TECHNICAL ADVISORY COMMITTEE RECOMMENDATION REQUEST

1. The software will assist in the analysis of crime in Cuyahoga County.

13a. VENDOR NAME: Dell Information Management Group

13b. HOW OFTEN IS THE VENDOR CONTACTED FOR MAINTENANCE? Not needed

13c. IS THIS THE BEST OPTION AVAILABLE? Jif. ~ ~ ~ J: i ~ ~ ~
13d. IS THIS A COST INCREASE OR DECREASE FROM PREVIOUS YEARS? 01 INCREASE D DECREASE

13e. WHAT WAS THE ORIGINAL PURCHASE PRICE OF THE SOFTWARE? ~ ~ ~
13f. OF USE ~ ~ ~ j i ~ ~ ~] 13g. COUNTY TERM ~ ~ ~ D C O ~ ~ ~ i ~ ; t ; ; ; ~ ~ ~ f ~ ~

13h. SEVERALTY RATING: (1 LOWEST, ~ ~ ~ EST ~ ~ ~ C U J C D I J U Z J . J ! I I I [] C U J t n [! J
13i. HAS THE VENDOR COMPLETED ETHICS TRAINING WITH THE INSPECTOR GENERAL? J : J ves I I I No

Business Case Template

Problem Statement – In Cuyahoga County there is no centralized process to analyze crime within the County.

Analysis – REDSS is attempting to provide crime analysis for local law enforcement.

Solution –A good statistical software package is a requirement in analyzing crime data.

Recommendations –REDSS needs a software package that will accommodate descriptive statistics, inferential statistics, and statistical forecasting.

Architectural Design –The software would be downloaded from the vendor and reside on two PCs.

Financials –The REDSS Budget will pay for the software.

Primary Location: *If Needed*

Remote Location : *If Needed*

Other Locations: *If Needed*

Hardware Overview – *If Needed*



New Purchase / Contract Transaction Briefing Memo

Transaction Title: Communications Socialbakers Contract

Requesting User: Mpomiecko

Project Information

Requisition Number: DC-16-36700

Approximate Amount: \$7,680.00

Schedule of Payments: One Payment For One-year Contract

Pending Budget Appropriation: No

IT: Yes

Purchase Type: Contract

Requesting Department: Department Of Communication

Using Department: Department Of Communication

Construction: N

Transaction Purpose: To Track, Analyze And Publish Within Our Social Media Platforms.

Project Goals

- track How Engagement, And Growth Of Audience Evolves Across The Major Social Media Platforms
- See All Platforms In A Single Report
- Track The Best Performing Posts For Particular Post-types
- Improve Your Reach And Visibility In The News Feed
- Plan, Schedule, And Publish Content
- Have An Overview Of All Content On Social

The Project is mandated by:

Project Location(s)

Web-based, Will Be Managed By Communications

Funding:

IT

Type of Request:

Contract - New

How often is the vendor contacted for maintenance?

Is this the latest version of the software?

Is this a cost increase or decrease from previous years?

What is the original purchase price of the software?

Number of licenses:

County terms and conditions:

Service quality rating:

Sole Source

Will this purchase obligate Cuyahoga County to this or any other vendor for future purchase, for example, maintenance, licensing, or continuing need?

What is the duration of this purchase, including number of 'potential' renewal options?

Why are the requested goods/services the only ones that can satisfy your requirements? What are the unique features of the good or service that are not available in any other good or service? Provide specific quantifiable factor/qualifications.

Were alternative goods/services evaluated? If yes what were they, and why were they unacceptable? Please be specific with regards to features, characteristics, requirements, capabilities and compatibility. If no, why were alternatives not evaluated?

Identify specific steps taken to negate need for sole source provider?

Has your department bought these goods/services in the past? If yes, who was the contractor/supplier and was the requirement competitively bid or sole source? What was the last date and price paid for goods/services?

What efforts have been made or are being made to reduce the department's reliance on a sole source provider for these goods/ services in the future?

What efforts were made to get the best possible price?

Why is the price for this purchase considered to be fair and reasonable?

Justification

Rationale supporting the use of the selected procurement method? This Method Was Selected Due To The Low Price And The Amount Of Service We Will Receive By Using Socialbakers. The Other Vendors Did Not Provide The Same Amount Of Services For An Equal Or Lower Price.

What other available options and/or vendors were evaluated? If none, include the reasons why. Hootsuite And Meltwater Were Both Evaluated.

What ultimately led you to this good or service? Why was the recommended vendor selected? The Communications Department's Need For A Social Media Tracking And Publishing Platform Led Us To This Service. Socialbakers Was Selected Because It Includes All Of The Tools We Will Need In Order To Effectively Analyze Our Social Media Platforms And Publish To Each Page In An Organized And Strategic Matter.

Provide an explanation of the unacceptable delays in fulfilling the County's need that would be incurred if award was made through a competitive bid. It Is Important That The County Has The Ability To Track, Analyze And Publish Within The County's Social Media Platforms. We Have Not Been Able To Do So As Effectively And Efficiently As Possible Up Until This Point Due To The Lack Of A Proper Tool. If This Award Was Made Through A Competitive Bid, It Would Extend The Amount Of Time We Go Without The Ability To More Effectively Publish And Analyze Our Social Media. It Is Important That We Have This Tool In A Timely Matter So We Can Be More Effective On Social Media As Soon As Possible. Additionally, It Will Support Our Social Media Strategy And It Aligns As A Supportive Tool With The County's Social Media Policy That Is Currently Being Finalized.

Describe what future plans, if any, the County can take to permit competition before any subsequent purchases of the required supplies of services. Competitive Bids Should Be Encouraged Whenever Feasible.

RFP/RFQ/RFB Advertise Info

Advertise Date (Official Publication):

Pre-bid Conference Date & Time:

Pre-bid Conference Location:

Closing Date & Time:

SBE Goal (%):

DBE Goal (%):
Requires Performance Bond:
Additional Advertising Date:
Amendment Reason:



TO: Eliza Wing, Chief Communications Officer, Department of Communications

FROM: Armond Budish, County Executive

DATE: June 1, 2016

SUBJECT: Board of Control Approval – May 31, 2016

Board of Control Approval No. BC2016-377

Department of Communications, submitting an RFP exemption on RQ36700, which will result in an award recommendation to SocialBakers in the amount of \$7,680.00 for social analytics and publishing services for a period of 1 year.

Funding Source: 100% General Fund

On a motion by Mr. Budish, seconded by Mr. Miller, the foregoing item was duly approved.

Yeas: Budish, Kennedy, Dever, Lockett, McAleer (alternate for Brady), Miller and Greenspan

Nays: None

Approved: _____



ENCUMBRANCE NO.

REQUISITION NO. RQ# DC-16-36700

CONTRACT/AGREEMENT/AMENDMENT

CUYAHOGA COUNTY, OHIO

FOR

Social Media analytics and publishing services

WITH

CONTRACTOR	SocialBakers a.s.
FEDERAL ID	CZ29098271
REMITTANCE ADDRESS	
CONTACT PERSON	Julia Kearney
TELEPHONE NUMBER	312-752-5221
TIME PERIOD	July 11, 2016 – July 10 2017
CONTRACT/AGREEMENT PRICE	\$7,680

Suffix	Index Code	Object Code	User Code	Grant/Detail	Project/Detail	Amount
01	CX016014	0278				\$7,680

I hereby certify that the money required for the County's proportion of this Contract/Agreement in the sum of \$ _____ is in the Treasury to the credit of the fund from which it is to be drawn, or has been levied and placed on the duplicate, and in process of collection and not appropriated for any other purpose.

Cuyahoga County Fiscal Officer

I hereby approve of the legal form and correctness of the within Contract/Agreement.

Director of Law
By Assistant Law Director

Terms and Conditions

1. Your relationship with Socialbakers

1.1. Your use of Socialbakers' products, services and web sites (referred to collectively as the "Service or Services" in this document and excluding any services provided to you or your employees by Socialbakers under a separate written agreement) is subject to the terms of a legal agreement between you and Socialbakers (as defined below in Section 18.1) contained in this document and/or any other document expressly referred to herein. The Services are accessed through Socialbakers' proprietary software application(s) (referred to as the "Software" below) hosted at its web platform at www.socialbakers.com and consist in a single log-in, centralised web dashboard that enables you to access data, metrics and analytics from public social profiles published on multiple social networks. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2. Unless otherwise agreed in writing with Socialbakers, your agreement with Socialbakers will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3. Your agreement with Socialbakers will also include all subscription rates and payment terms applicable to the Services chosen by you (the "Payment Terms"). The Payment Terms, including any related additional terms applicable to your subscription, may also be included in a binding purchase order that you sign and that refers to these Universal Terms (the "Binding Order"). Depending on which Service you subscribe to, your agreement with Socialbakers may also include certain terms specific to the use of such Service, in particular terms related to data collection and use (the "Specific Terms"). Where Specific Terms apply to a Service, such Specific Terms will only apply if an authorized representative of the County expressly accept them.

1.4. The Universal Terms, together with your Binding Order which contains the Payment Terms and any related additional Specific Terms applicable to your subscription, form a legally binding agreement between you and Socialbakers in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5. If there is any contradiction between what the Binding Order or Specific Terms say and what the Universal Terms say, then the Binding Order (Specific Terms) shall take precedence in relation to that Service. If there is any contradiction between the Privacy Policy and the Universal Terms, then the Universal Terms shall take precedence.

2. Accepting the Terms

21. In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms. You can accept the Terms by signing a written copy of the Terms and delivering it to Socialbakers.

22. You may not use the Services and may not accept the Terms if (A) you are not of legal age to form a binding contract with Socialbakers; (B) when signing on behalf of an entity, you are not authorized to legally bind your company or organization to such terms; or (C) you are a person or entity barred from receiving the Services under the laws of the Czech Republic or other countries including the country in which you are resident or from which you use the Services.

2.3. The Services are provided by Socialbakers for consideration. The prices applicable to your use of the Services are stipulated in your Binding Order which defines your Payment Terms. Socialbakers will invoice you for the Services in accordance with the terms stipulated in your Payment Terms.

2.4. Socialbakers is not responsible for the payment processing provided by any third party.

2.5. Each party will be responsible for payment of any taxes applicable to its own income and activities in connection with the Services.

3. Language of the Terms

3.1. The Terms are provided in English. If Socialbakers has provided you with a translation of the English language version of the Terms, you agree that the translation is provided only for your convenience, and that the English language versions of the Terms will govern your relationship with Socialbakers.

3.2. If there is any contradiction between what the English language version of the Terms and the translation, the English language version shall take precedence.

4. Provision of the Services by Socialbakers

4.1. Socialbakers may have subsidiaries and affiliated legal entities in other countries ("Subsidiaries and Affiliates"). At times, these companies may provide the Services to you on behalf of Socialbakers itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you. Where Services are provided by Socialbakers' Subsidiaries or Affiliates, Socialbakers will remain ultimately responsible for the provision of Services hereunder.

4.2. Socialbakers is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Socialbakers provides may change from time to time without prior notice to you.

4.3. As part of this continuing innovation, you acknowledge and agree that Socialbakers may permanently or temporarily stop providing the Services (or any features within the Services) to you or to users generally at Socialbakers' sole discretion, without prior notice to you. If you have pre-paid the Services for a fixed period of time and (A) Socialbakers stops providing the Services for any reason other than your breach pursuant to Section 12.3 A or legal requirement pursuant to Section 12.3 B; or (B) you terminate the Terms for Socialbakers' material breach pursuant to Section 12.3 A, Socialbakers will refund to you pro-rata the corresponding fees for Services already paid by you equivalent to the part or remainder of the term in which you will not use the Services.

5. Your use of the Services

5.1. In order to access certain Services you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service or as part of your continued use of the Services. You agree that any registration information you give to Socialbakers will always be accurate, correct and up to date.

5.2. You agree to use the Services only for purposes that are permitted by (A) the Terms; (B) any applicable law, regulation, generally accepted practices, or guidelines in the relevant jurisdictions; and (C) any other applicable rules (including, without limitation, Facebook and Twitter rules).

5.3 Socialbakers agrees to provide the Services in accordance with (A) the Terms; (B) any applicable law, regulation, generally accepted practices, or guidelines in the relevant jurisdictions; and (C) any other applicable rules (including, without limitation, Facebook and Twitter rules).

5.4. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Socialbakers, unless you have been specifically allowed to do so in a separate agreement with Socialbakers.

5.5. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.6. Unless you have been specifically permitted to do so in a separate agreement with Socialbakers, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.7. You agree that you will not engage in any activity that may amount to the misuse of our Services or that seeks to circumvent the Services' terms. For example, if Socialbakers provides you with any portion of a Service for free (as part of a trial, pilot or otherwise), you may not engage in data mining or other excessive use of the Service, beyond what is permitted by the free Service (and as advertised for that free Service at the time of the relevant promotion). Socialbakers reserves the right to limit the customer's activity on any of its free Services for any reason and without notice.

6. Your passwords and account security

6.1. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2. Accordingly, you agree that you will be solely responsible for all activities that occur under your account.

6.3. If you become aware of any unauthorised use of your password or of your account, you agree to notify Socialbakers immediately at info at Socialbakers dot com.

6.4. Socialbakers uses Facebook Connect, "Sign in with Twitter", and other authentication methods for authorization of users. If your Facebook account, Twitter account, or any other account used for registration and/or signing in the Services is deleted or non-functional you may no longer be able to access the Services.

7. Privacy and personal data

7.1. When the individual users within your organization access our Services through Facebook Connect or "Sign in with Twitter", we collect the personal data from their public social network profile that they use for registration. When they register via other authentication methods, we receive their e-mail address and password. Socialbakers uses and processes such personal data (including any other personal data you or your users may voluntarily provide us with), and combines them with data from our other Services and from publicly available sources, for the purpose of providing the Services (including user verification), to inform about our Services and their features (including new offerings), and to provide a better user experience, including Services that display customized content or advertising of our products or services, and a seamless customer support. More details about our data collection and use are provided below in this Section 7 and in a separate Privacy Policy made available on our website. You agree that Socialbakers may process user personal data, within the scope and for the purposes stipulated in this Section 7 and as further described in the Privacy Policy. Further, the Privacy Policy sets out the users' (data subjects') rights. You shall encourage your users to read the Privacy Policy and ensure that they are acquainted with, and abide by the Privacy Policy and these Terms to the extent they apply to them and their personal data.

7.2. Socialbakers uses cookies so that the users can login into the system and fully navigate within the system; if the cookies are turned *off*, the user will not be able to login into the system. Socialbakers also uses cookies and other technologies (such as site measuring software and user experience software) to enhance your online experience and to learn about how you use Socialbakers' Services in order to improve the quality of our Services. By accepting the Terms you agree with this practice.

Further information on cookies that Socialbakers uses is available at <http://www.socialbakers.com/cookies>.

7.3. You agree that Socialbakers' servers may automatically record information when you visit our website or use some of our products, including the URL, IP address, browser type and language, and the date and time of your request. This helps us analyze usage of the system for further improvements and our health metrics. Other information, such as browser and language, are gathered by software which we use for site monitoring. This information may only be used for the purpose of providing the Services and may not be sold to any third parties.

7.4. You agree that Socialbakers may also share personal data with third parties in limited circumstances, including when complying with legal process, enforcing or defending our legal rights, preventing fraud or imminent harm, and ensuring the security of our network and services, provided that in such circumstances Socialbakers will only share the limited personal information that is required to be shared in the unique situation. Socialbakers will notify the County of any sharing of personal data with third parties, unless prohibited by law.

7.5. You agree that Socialbakers may contact you in the future regarding their Services.

7.6. To the extent you are a data controller (within the meaning of the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data) with respect to any personal data that you provide us in connection with the Services (if any), you (A) instruct us to process such data for the purpose of providing the Services to you and informing you about Socialbakers' Services and their features; this may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services and the improvement of features that involve the detection of, and protection against emerging and evolving threats to the user (such as malware or spam); and (B) authorize us to use such data for the purposes and in the scope described in Section 7.1 through 7.5 above. Socialbakers has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines in accordance with good industry practice and having regard to the state of technological development to protect your data against accidental loss, destruction, or alteration; unauthorized disclosure or access (including but not limited to taking reasonable steps to ensure the reliability of employees having access to your data and providing for limited access rights and access controls; authentication; personnel training; regular back up; data recovery and incident management procedures; restrictions on storing, printing and disposal of personal data; software protection of devices on which personal data are stored; etc.); or unlawful destruction. Upon request, Socialbakers will provide further details about the measures implemented by Socialbakers and its data service providers. Data collected from you may be transferred to, and stored and processed in, the United States or any other country in which Socialbakers or its Affiliates or subcontractors maintain facilities. Socialbakers will procure that if its subcontractors are located in the USA or other country outside the EU or EEA (A) they will, during the term of processing, be and remain certified under the EU and Swiss Safe Harbor programs as set

forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the EU, the EEA, and Switzerland so long as they are maintained by the United States government; or (B) Socialbakers will implement other appropriate legal mechanism to ensure an adequate level of personal data protection by such subcontractors. Socialbakers represents that its current third party data service (hosting) provider, Amazon.com, Inc., 410 Terry Avenue, Seattle, WA 98109, and its controlled U.S. subsidiary providing the service, Amazon Web Services, Inc., ("AWS") has participated in the EU and Swiss Safe Harbor framework since 2003. Socialbakers also confirms that Socialbakers and AWS have signed the controller-to-processor Standard Contractual Clauses (model clauses) approved by the European Commission to ensure regulatory compliance for data transfers from Europe to the USA. The specific AWS Data Processing Addendum with these model clauses has been approved and validated on EU level in 2015 as ensuring adequate level of protection. Any changes to the third party data service provider must be notified to the County. During the term of your Binding Order, Socialbakers will not change its current data service (hosting) provider (AWS).

7.7. By providing any data (including personal data) to Socialbakers while using the Services, you declare that you have all necessary consents, permissions or registrations to process the provided data in this way. Socialbakers is not liable for any misprocessing of data that could occur by your provision of the data to Socialbakers.

7.8. You acknowledge that apart from any personal data collected from you Socialbakers may process and utilize any personal data concerning you (or your users if you are an entity) or any third party that you, your users or any such third party have chosen to make public, e.g. through Facebook or other social network APIs. The use of such publicly available data is typically governed by the terms applicable to the service or network through which the data were made publicly available and such data may typically be used, accessed by and shared with third parties.

7.9. You agree that Socialbakers may use aggregated and anonymised data derived from the data provided by you or collected by the program analytics in its own statistics, for auditing, for the purposes of product and market research and analytics (which help Socialbakers to improve its products and the range of products and to develop new technologies, products and services), for benchmarks and other analyses, and to publish and share them with third parties outside of Socialbakers for the sole purpose of improving the Services. Socialbakers will not directly or indirectly transfer any data received from you to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising or monetization related toolset.

7.10. During this Agreement each party hereto may disclose non-public, proprietary and confidential information ("Confidential Information") to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Agreement, the term "Disclosing Party" shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, and employees (collectively "Representatives") in connection with such party's disclosure of Confidential Information to the other party and the term "Recipient" shall refer to either party hereto and any of its Representatives

hereto in connection with such party's receipt of Confidential Information from the other party. Either party hereto shall cause any of its Representatives that receives Confidential Information to be bound by all terms of this Agreement. Confidential Information may or may not be expressly identified as "confidential" at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Confidential Information hereunder, as long as such Confidential Information would be deemed confidential or proprietary by a reasonable person.

7.11. The Recipient shall (a) maintain the confidentiality of any Confidential Information disclosed; (b) not disclose or permit the disclosure of any Confidential Information to any person other than those expressly described in this Agreement; (c) not use Confidential Information except for the limited purpose of the commercial relationship between the parties; and (d) protect Confidential Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Confidential Information which is not permitted by this Agreement or other misuse of any Confidential Information or breach of this Agreement. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Confidential Information as permitted herein, (a) limit disclosure of Confidential Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Agreement ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Confidential Information. The Recipient shall cause any Other Persons who receive Confidential Information from the Recipient to be bound by all terms of this Agreement. Without limiting the direct liability of any Other Persons that may have received Confidential Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Confidential Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

7.12. The obligations of this Agreement shall not apply to, and "Confidential Information" shall not include, any information which the Recipient can prove: (a) is in the public domain on the date of disclosure by the Disclosing Party to the Recipient; this includes, without limitation, any information available on social media; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

7.13. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such

notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Agreement. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Receiving Party will furnish only that portion of the Confidential Information which is legally required.

7.14. All data, documents and information containing County's Confidential Information provided to Socialbakers by the County (if any) shall remain County property and shall be kept confidential in accordance with Article 7. Upon termination of this Agreement, for any reason, unless expressly agreed to otherwise in writing, Socialbakers shall delete or return all County owned data, documents and information, unless Socialbakers is expressly required to retain certain information or data under applicable laws. Data shall be returned in industry standard format and as agreed to by the County within sixty (60) days of termination of this Contract, unless otherwise agreed to in writing by the parties.

8. Content in the Services

8.1. You understand that all information such as, without limitation, data files, written text, computer software, music, audio files or other sounds, photographs, and videos or other images (all such information being hereinafter referred to as the "Content") which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such Content originated.

8.2. You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services (if any), may be protected by intellectual property rights owned by the sponsors or advertisers who provide such Content to Socialbakers (or by other persons or companies on their behalf), and that the Content may include sensitive personal data. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on such Content (either in whole or in part), unless you have been specifically told that you may do so by Socialbakers or by the owners of that Content, in a separate agreement.

8.3. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.4. You agree that you are solely responsible for (and that Socialbakers has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions, unless caused by the negligence of Socialbakers.

9. Proprietary rights

9.1. You acknowledge and agree that Socialbakers (or Socialbakers' licensors) owns all legal rights, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Socialbakers and that you shall not disclose such information without Socialbakers' prior written consent.

9.2. Unless you have agreed otherwise in writing with Socialbakers, nothing in the Terms gives you a right to use any of Socialbakers' trade names, trademarks, service marks, logos, domain names and any other distinctive brand features. For the avoidance of doubt, if any Service's deliverables such as reports generated by you through the use of the Service include Socialbakers' trade name, trademark, service mark, logo, domain name or other distinctive Socialbakers' brand features, their use in connection with that report or other deliverable is permitted and Section 9.4 below shall apply.

9.3. Other than the limited license set forth in Sections 7 and 11, Socialbakers acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Socialbakers, you agree that you are responsible for enforcing those rights and that Socialbakers has no obligation to do so on your behalf.

9.4. You agree not to remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.5. Unless you have been expressly authorised to do so in writing by Socialbakers, you agree that, in connection with the Services, you will not use any trade mark, service mark, trade name, logo of any third-party company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

9.6. Socialbakers will release, protect, indemnify, defend, and hold County and its officials, officers, employees, agents, representatives, departments, agencies, boards, and commissions (collectively the "Indemnified Parties") harmless from and against any claims of infringement of the intellectual property rights by any third parties against an Indemnified Party based on any Service provided under this Contract. Any defense will be at the Socialbakers's sole cost and expense. Further, Socialbakers will indemnify the Indemnified Parties for any liability resulting from any such claims, demands, or suits, as well as hold the Indemnified Parties harmless for Socialbakers's liability, losses, and damages resulting from such. County agrees to give Socialbakers notice of any such claim as soon as reasonably practicable and to allow Socialbakers to control the defense of any such claim. If a claim of infringement is made, or if Socialbakers reasonably believes that an infringement or similar claim that is pending actually may succeed, Socialbakers will do one of the following four things as soon as reasonably possible:

- 1) Modify the offending Services so that it is no longer infringing but provides substantially the same functionality as before the modification;

- 2) Replace the offending Services with an equivalent or better offering;
- 3) Acquire the right for County to use the infringing Services as it was intended for County to use under this Contract, or
- 4) Terminate the infringing Services and refund, on a pro-rata basis, the amount County paid for the application and the amount of any other Service that requires the availability of the infringing Service for it to be useful to County.

Subject to the statute of limitations provided for under applicable law, Socialbakers's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Contract by either party for any reason.

10. Licence from Socialbakers

10.1. Socialbakers gives you a worldwide, royalty-free, non-assignable and non-exclusive right and licence to access and use the Services through the Software, on a subscription basis, for the term and in the scope stipulated in your Binding Order or a similar document incorporating the Terms. This licence is for the sole purpose of enabling you (users within your organization, as designated on your Binding Order or a similar document incorporating the Terms) to use and enjoy the benefit of the Services as provided by Socialbakers, in the manner permitted by the Terms and the Binding Order. You acknowledge that this is a service agreement and we will not be delivering copies of the Software to you as part of the Services.

10.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software underlying the Service or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Socialbakers in writing. You may not access and/or use the Service and the underlying Software in order to build a similar or competitive product.

10.3. Unless Socialbakers has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights, grant a security interest in or over your rights, or otherwise transfer any part of your rights granted hereunder.

11. Content licence from you

11.1. You retain copyright and any other intellectual property rights you already hold in Content which you submit, post or display on or through the Services. By submitting, posting or displaying the Content on or through the Services, you give Socialbakers a worldwide, royalty-free, and non-exclusive licence for the term of the Services to use, reproduce, adapt, modify, and publish only on

your behalf and pursuant to your instructions on social networks any Content which you submit, post or display on or through the Services. The licence granted in this Section 11.1 is for the sole purpose of enabling Socialbakers to display, distribute and promote the Services to you.

11.2. If you provide, as part of your use of Socialbakers' Services or as part of the Content which you submit, post or display on or through the Services, any photograph or other materials protected by personality or privacy rights, you specifically agree that Socialbakers may use such photograph or other materials for the sole purposes of providing the Services.

11.3. You understand that Socialbakers, in performing the required technical steps to provide the Services to you, may (A) transmit or distribute your Content over various public networks and in various media; and (B) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this licence shall permit Socialbakers to take these actions.

11.4. You confirm and warrant to Socialbakers that you have all the rights, power and authority necessary to grant the above licence.

12. Ending your relationship with Socialbakers

12.1. The Terms will continue to apply during the term stipulated in your Binding Order or other similar document incorporating the Terms, or, if no such term is stipulated, until terminated by either you or Socialbakers as set out below.

12.2. During the agreement term stipulated in your Binding Order, each party may only terminate the Terms for reasons stipulated in Section 12.3 or 12.4.

12.3. Each of the parties may at any time terminate the legal agreement embodied in the Terms if (A) the other party has materially breached any provision of the Terms (or has acted in a manner which clearly shows that it does not intend to, or is unable to comply with the provisions of the Terms); or (B) a party is required to do so by law (for example, where the provision of the Services is or becomes unlawful); in addition, Socialbakers may at any time terminate the legal agreement embodied in the Terms if (C) the partner with whom Socialbakers offered the Services to you or whom Socialbakers uses or whose cooperation Socialbakers needs in order to offer the Services to you, has terminated its relationship with Socialbakers or ceased to offer the Services to you; or (D) Socialbakers is transitioning to no longer providing the Services to users in the country in which you reside or from which you use the Services; or (E) the provision of the Services to you by Socialbakers is, in Socialbakers' opinion, no longer commercially viable. In the event you terminate the agreement for a material breach by Socialbakers as described in (A) above, or if Socialbakers ceases to provide any part or all of the Services during the agreement term for reasons stipulated in (B), (C), (D) or (E) above, you shall not be required to make any payments for Services beyond the date of when you

terminated the agreement or when Socialbakers ceased to provide the Services (as applicable). In the event you prepaid the Services, Socialbakers shall in such cases refund the pro-rata proportion of the pre-paid monthly fee.

12.4. Nothing in this Section 12 shall affect Socialbakers' rights regarding provision of Services under Section 4 of the Terms.

12.5. When your legal agreement with Socialbakers comes to an end, all of the legal rights, obligations and liabilities that you and Socialbakers have benefited from, been subject to (or which have accrued over time whilst your legal agreement with Socialbakers has been in force) and/or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Section 18.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

12.6. Further, you understand and agree that if you, despite the termination or expiration of your legal agreement with Socialbakers for any reason, continue using the Services (e.g. in a situation when your fixed-term order for the Services expires), the terms and conditions contained in the Terms (including the Payment Terms) will continue to apply.

13. Exclusion of Warranties

13.1. The Services are provided "as is" and Socialbakers, its Subsidiaries and Affiliates, and its licensors give you no warranty with respect to them.

13.2. In particular, Socialbakers, its Subsidiaries and Affiliates, and licensors do not represent or warrant to you that (A) your use of the Services will meet your requirements; (B) your use of the Services will be uninterrupted, timely, secure or free from error; (C) any information obtained by you as a result of your use of the Services will be accurate or reliable; and (D) that defects in the operation or functionality of any Software used to provide the Services will be corrected.

13.3. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

13.4. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

13.5. Socialbakers hereby warrants that the Services will not infringe, misappropriate or violate any intellectual property or other right of any person or entity; the Services will be performed in a professional and workmanlike manner, consistent with industry standards; the services will be performed in strict accordance with the highest standards of care, skill, diligence and professional competence applicable to suppliers engaged in providing similar services; Socialbakers has the requisite skill and staff to perform the Services required hereunder fully, in a timely and efficient manner; and Socialbakers will perform the Services in accordance with all applicable laws.

14. Limitation of liability

14.1. Nothing in these Terms shall exclude or limit Socialbakers' liability for losses which may not be lawfully excluded or limited by applicable law.

14.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, SOCIALBAKERS WILL NOT BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THESE TERMS, THE SERVICES, MATERIALS, OR THE FAILURE TO PERFORM OUR OBLIGATIONS.

14.3. Subject to overall provision in Section 14.1 above, Socialbakers, its Subsidiaries and Affiliates, and its licensors shall not be liable to you for any indirect or consequential losses which may be incurred by you. Indirect and consequential losses shall include (A) any loss of profit (whether incurred directly or indirectly), loss of goodwill or business reputation, or any loss of data suffered by you; (B) loss or damage which may be incurred by you as a result of (i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services; (ii) any changes which Socialbakers may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services); (iii) the deletion of, corruption of, unless caused by Socialbakers' negligence, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services; (iii) your failure to provide Socialbakers with accurate account information; (iv) your failure to keep your password or account details secure and confidential.

14.4. The limitations of Socialbakers' liability to you in Section 14.3 above shall apply whether or not Socialbakers has been advised of or should have been aware of the possibility of any such losses arising.

14.5. Except for liabilities arising out of Socialbakers' indemnification obligations under Section 9.6 above, Socialbakers' liability for damage incurred by you as a result of or in connection with the Services shall be limited to direct damages up to the amount you paid to Socialbakers for the Services giving rise to that liability during the last twelve months before the occurrence of Socialbakers' liability (or amount corresponding to a twelve-month Service fee, as applicable). Socialbakers and you agree that this limitation reflects the damage that can be foreseen at the time of conclusion of this legal agreement between you and Socialbakers, taking into account all circumstances the parties know or

should know while exercising due care and that can arise from a breach of Socialbakers' obligations under these Terms.

14.6. Socialbakers hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all third-party claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from the negligent or intentional acts or omissions of Socialbakers, including all of its officers, owners, principals, subcontractors, employees, and agents.

14.7. Socialbakers acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Socialbakers agrees that no provision of this Contract or any other contract or agreement between Socialbakers and the County may be interpreted to obligate the County to indemnify or defend Socialbakers or any other party.

14.8. Socialbakers shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Worker's Compensation Insurance** as required by the applicable law.
2. **Commercial General Liability Insurance** with limits of liability not less than \$1,000,000 each occurrence and aggregate.

Such insurance shall be written on an occurrence basis.

3. **Professional/Errors & Omissions Liability Insurance** This coverage shall respond with limits of liability not less than:

\$1,000,000 per claim;
\$2,000,000 aggregate.

This coverage shall extend protection for economic loss of a third party arising from: (1) failure of the Socialbakers's product to perform as intended or expected, and (2) acts, errors, or omissions committed by the Socialbakers in the performance of its services.

14.9. The insurance policies of Socialbakers required for this Contract, shall:

- (i) Be primary and not in excess or contingent on any other basis; and
- (ii) The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where the insurance contract is concluded and shall carry a minimum A.M. Best's rating of A- VII or above.
- (iii) The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
- (iv) These insurance provisions shall not affect or limit the liability of Socialbakers stated elsewhere in this Contract or as provided by law.
- (v) Socialbakers shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

(vi) The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

(vii) If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

(viii) Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.

(ix) Socialbakers shall furnish a Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

15. Advertisements

15.1. Some of the Services, in particular free Services, may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

15.2. The manner, mode and extent of advertising by Socialbakers on the Services are subject to change without specific notice to you.

15.3. In consideration for Socialbakers granting you access to and use of the Services, you agree that Socialbakers may place such advertising on the Services, however Socialbakers shall not sell any County information or data.

16. Other content

16.1. The Services may include hyperlinks to other web sites or content or resources. Socialbakers has no control over any web sites or resources which are provided by companies or persons other than Socialbakers.

16.2. You acknowledge and agree that Socialbakers is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.3. You acknowledge and agree that Socialbakers is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources. In addition, you

acknowledge and agree that Socialbakers is not liable for any damage which may be incurred by you as a result of any reliance you may have placed on the completeness, accuracy, or existence of any advertising, products, or other materials on, or available from, such web sites or resources.

17. Changes to the Terms

17.1. Any changes to the Terms shall be made by a written amendment and shall be effective once both parties have signed such amendment.

18. General legal terms

18.1. "Socialbakers" or "we" means Socialbakers a.s., whose principal place of business is in Pilsen, Pod Vsemi svatyrni 427/17, Severn[Predmestl, postal code 301 00, Czech Republic. "You" or "County" means the entity or individual that is entering in to the legal agreement for the Services with us and that is identified on the Binding Order (or this agreement, if applicable).

18.2. Sometimes when you use the Services, you may (as a result of or through your use of the Services) use a service or download a piece of software or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals and you remain responsible for complying with the terms of use of such third party' services, software or goods. If you use third parties' services, software or goods while using the Services, you declare that you act in compliance with their terms of use. In particular, if you use Facebook or Twitter while using the Services, you must comply with the applicable Facebook (Twitter) rules.

18.3. The Terms constitute the whole legal agreement between you and Socialbakers and govern your use of the Services (excluding any services which Socialbakers may provide to you under a separate written agreement), and completely replace any prior agreements between you and Socialbakers in relation to the Services.

18.4. You agree that Socialbakers may provide you with notices by email, regular mail, or postings on the Services website.

18.5. The parties agree that if one of them does not exercise or enforce any legal right or remedy which is contained in the Terms (or which such party has the benefit of under any applicable law), this will not be taken to be a formal waiver of such party's rights and that those rights or remedies will still be available to it.

18.6. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

18.7. Socialbakers agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Socialbakers be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

18.8. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Socialbakers hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>

18.9. Socialbakers shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any applicable law which are measured by the wages, salaries, or other remuneration paid to persons employed by Socialbakers for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said Socialbakers also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

18.10. Socialbakers shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County. If the assignment takes place by operation of law in connection with a sale, merger, acquisition or other corporate reorganization involving all or substantially all the assets, stock or control associated with a party's business that relates to the subject matter hereof, Socialbakers shall notify the County of such event. In case the assignee is listed on the Debarment List available at <http://inspectorgeneral.cuyahogacounty.us/en-US/Debarred-Contractors.aspx>, the County shall be entitled to immediately terminate this agreement.

18.11. Socialbakers shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County

ATTN: Business Department

2079 East 9th Street, S- Floor
Cleveland, Ohio 44115

18.12. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that Services are provided by Socialbakers prior to the execution of this Contract by the County, the same will be provided at Socialbakers's risk, and payment therefore cannot, and will not be made unless and until this Contract is approved by the County. Upon approval by the County of this Contract, however, any and all prior performance under this Contract shall be deemed ratified and said performance shall be deemed to be included in this Contract. Payment(s) for said prior performance shall not increase the amount of the Contract limit.

18.13. Socialbakers agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by Socialbakers. Socialbakers shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: <http://inspectorgeneral.cuyahogacounty.us/>

18.14. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

18.15. Socialbakers represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and Socialbakers must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

18.16. Socialbakers is in good standings and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the term of this Contract.

18.17. Socialbakers personnel may not acquire any personal interest that conflicts with Socialbakers's responsibilities under this Contract. Additionally, Socialbakers will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under Socialbakers's control, if such an interest would conflict with that officials or employee's duties. Socialbakers will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Socialbakers will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

18.19 Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

18.20 It is fully understood and agreed that Socialbakers is an independent contractor and is not an agent, servant, or employee of County. Socialbakers declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

18.21 Socialbakers will comply with all applicable laws regarding equal employment opportunity and fair labor and employment practices.

18.22 Socialbakers must comply with all applicable state and federal laws regarding keeping a drug-free workplace. Socialbakers must make a good faith *effort* to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

18.23 This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

18.24 Socialbakers agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Socialbakers to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with, Socialbakers, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Socialbakers to enter into any particular agreements.

18.25 Socialbakers recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

18.26 All of the County's obligations under the Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify Socialbakers of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and *void* on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County. The County declares that the funds necessary to cover the fees stipulated in the applicable Binding Order for the entire subscription period are allocated and undertakes not to place a new Binding Order unless it can guarantee the payment of the entire amount stipulated therein.

18.28. SOCIALBAKERS AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. SOCIALBAKERS ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.



BINDING ORDER & ACCEPTANCE

Bill To Name	&X\DKRJD &RXQW\	Expiration Date	
Contact Name	0LUDQGD 3RPLHFNR		
Email	PSRPLHFNR#FX\DKRJDFRXQW\	Prepared By (Name)	-XOLD .HDUQH\
Bill To	(DWW 1LQWK 6\UHHW &OHYHODQG 2+,2 8QLWHG 6\WDWHV	Prepared By (E-mail)	MXOLD NHDUQH#\VRFLDOEDNHUV FRP
VAT Number		Contact for invoicing	ELOOLQJ#\VRFLDOEDNHUV FRP
Service Start Date		Created Date	
Service End Date		Quote Number	
Term in Months			

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Product	Quantity	Monthly Fee	Number of Months	Total	Currency
\$QDOWLFV 7LHU XS WR 0 IDQV					86 *
%XLOGHU \$GGLWLRQDO SDJHV					86 *
%XLOGHU &RPPHUFLDO 30DQ					86 *
				To be paid	
				Currency	86 *

Additional Details &RQWUDFW ,QFOXGHV

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Terms and Conditions

1. Your relationship with Socialbakers

1.1. Your use of Socialbakers' products, services and web sites (referred to collectively as the "Service or Services" in this document and excluding any services provided to you or your employees by Socialbakers under a separate written agreement) is subject to the terms of a legal agreement between you and Socialbakers (as defined below in Section 18.1) contained in this document and/or any other document expressly referred to herein. The Services are accessed through Socialbakers' proprietary software application(s) (referred to as the "Software" below) hosted at its web platform at www.socialbakers.com and consist in a single log-in, centralised web dashboard that enables you to access data, metrics and analytics from public social profiles published on multiple social networks. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2. Unless otherwise agreed in writing with Socialbakers, your agreement with Socialbakers will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3. Your agreement with Socialbakers will also include all subscription rates and payment terms applicable to the Services chosen by you (the "Payment Terms"). The Payment Terms, including any related additional terms applicable to your subscription, may also be included in a binding purchase order that you sign and that refers to these Universal Terms (the "Binding Order"). Depending on which Service you subscribe to, your agreement with Socialbakers may also include certain terms specific to the use of such Service, in particular terms related to data collection and use (the "Specific Terms"). Where Specific Terms apply to a Service, such Specific Terms will only apply if an authorized representative of the County expressly accept them.

1.4. The Universal Terms, together with your Binding Order which contains the Payment Terms and any related additional Specific Terms applicable to your subscription, form a legally binding agreement between you and Socialbakers in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5. If there is any contradiction between what the Binding Order or Specific Terms say and what the Universal Terms say, then the Binding Order (Specific Terms) shall take precedence in relation to that Service. If there is any contradiction between the Privacy Policy and the Universal Terms, then the Universal Terms shall take precedence.

2. Accepting the Terms

21. In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms. You can accept the Terms by signing a written copy of the Terms and delivering it to Socialbakers.

22. You may not use the Services and may not accept the Terms if (A) you are not of legal age to form a binding contract with Socialbakers; (B) when signing on behalf of an entity, you are not authorized to legally bind your company or organization to such terms; or (C) you are a person or entity barred from receiving the Services under the laws of the Czech Republic or other countries including the country in which you are resident or from which you use the Services.

2.3. The Services are provided by Socialbakers for consideration. The prices applicable to your use of the Services are stipulated in your Binding Order which defines your Payment Terms. Socialbakers will invoice you for the Services in accordance with the terms stipulated in your Payment Terms.

2.4. Socialbakers is not responsible for the payment processing provided by any third party.

2.5. Each party will be responsible for payment of any taxes applicable to its own income and activities in connection with the Services.

3. Language of the Terms

3.1. The Terms are provided in English. If Socialbakers has provided you with a translation of the English language version of the Terms, you agree that the translation is provided only for your convenience, and that the English language versions of the Terms will govern your relationship with Socialbakers.

3.2. If there is any contradiction between what the English language version of the Terms and the translation, the English language version shall take precedence.

4. Provision of the Services by Socialbakers

4.1. Socialbakers may have subsidiaries and affiliated legal entities in other countries ("Subsidiaries and Affiliates"). At times, these companies may provide the Services to you on behalf of Socialbakers itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you. Where Services are provided by Socialbakers' Subsidiaries or Affiliates, Socialbakers will remain ultimately responsible for the provision of Services hereunder.

4.2. Socialbakers is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Socialbakers provides may change from time to time without prior notice to you.

4.3. As part of this continuing innovation, you acknowledge and agree that Socialbakers may permanently or temporarily stop providing the Services (or any features within the Services) to you or to users generally at Socialbakers' sole discretion, without prior notice to you. If you have pre-paid the Services for a fixed period of time and (A) Socialbakers stops providing the Services for any reason other than your breach pursuant to Section 12.3 A or legal requirement pursuant to Section 12.3 B; or (B) you terminate the Terms for Socialbakers' material breach pursuant to Section 12.3 A, Socialbakers will refund to you pro-rata the corresponding fees for Services already paid by you equivalent to the part or remainder of the term in which you will not use the Services.

5. Your use of the Services

5.1. In order to access certain Services you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service or as part of your continued use of the Services. You agree that any registration information you give to Socialbakers will always be accurate, correct and up to date.

5.2. You agree to use the Services only for purposes that are permitted by (A) the Terms; (B) any applicable law, regulation, generally accepted practices, or guidelines in the relevant jurisdictions; and (C) any other applicable rules (including, without limitation, Facebook and Twitter rules).

5.3 Socialbakers agrees to provide the Services in accordance with (A) the Terms; (B) any applicable law, regulation, generally accepted practices, or guidelines in the relevant jurisdictions; and (C) any other applicable rules (including, without limitation, Facebook and Twitter rules).

5.4. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Socialbakers, unless you have been specifically allowed to do so in a separate agreement with Socialbakers.

5.5. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.6. Unless you have been specifically permitted to do so in a separate agreement with Socialbakers, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.7. You agree that you will not engage in any activity that may amount to the misuse of our Services or that seeks to circumvent the Services' terms. For example, if Socialbakers provides you with any portion of a Service for free (as part of a trial, pilot or otherwise), you may not engage in data mining or other excessive use of the Service, beyond what is permitted by the free Service (and as advertised for that free Service at the time of the relevant promotion). Socialbakers reserves the right to limit the customer's activity on any of its free Services for any reason and without notice.

6. Your passwords and account security

6.1. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2. Accordingly, you agree that you will be solely responsible for all activities that occur under your account.

6.3. If you become aware of any unauthorised use of your password or of your account, you agree to notify Socialbakers immediately at info at Socialbakers dot com.

6.4. Socialbakers uses Facebook Connect, "Sign in with Twitter", and other authentication methods for authorization of users. If your Facebook account, Twitter account, or any other account used for registration and/or signing in the Services is deleted or non-functional you may no longer be able to access the Services.

7. Privacy and personal data

7.1. When the individual users within your organization access our Services through Facebook Connect or "Sign in with Twitter", we collect the personal data from their public social network profile that they use for registration. When they register via other authentication methods, we receive their e-mail address and password. Socialbakers uses and processes such personal data (including any other personal data you or your users may voluntarily provide us with), and combines them with data from our other Services and from publicly available sources, for the purpose of providing the Services (including user verification), to inform about our Services and their features (including new offerings), and to provide a better user experience, including Services that display customized content or advertising of our products or services, and a seamless customer support. More details about our data collection and use are provided below in this Section 7 and in a separate Privacy Policy made available on our website. You agree that Socialbakers may process user personal data, within the scope and for the purposes stipulated in this Section 7 and as further described in the Privacy Policy. Further, the Privacy Policy sets out the users' (data subjects') rights. You shall encourage your users to read the Privacy Policy and ensure that they are acquainted with, and abide by the Privacy Policy and these Terms to the extent they apply to them and their personal data.

7.2. Socialbakers uses cookies so that the users can login into the system and fully navigate within the system; if the cookies are turned *off*, the user will not be able to login into the system. Socialbakers also uses cookies and other technologies (such as site measuring software and user experience software) to enhance your online experience and to learn about how you use Socialbakers' Services in order to improve the quality of our Services. By accepting the Terms you agree with this practice.

Further information on cookies that Socialbakers uses is available at <http://www.socialbakers.com/cookies>.

7.3. You agree that Socialbakers' servers may automatically record information when you visit our website or use some of our products, including the URL, IP address, browser type and language, and the date and time of your request. This helps us analyze usage of the system for further improvements and our health metrics. Other information, such as browser and language, are gathered by software which we use for site monitoring. This information may only be used for the purpose of providing the Services and may not be sold to any third parties.

7.4. You agree that Socialbakers may also share personal data with third parties in limited circumstances, including when complying with legal process, enforcing or defending our legal rights, preventing fraud or imminent harm, and ensuring the security of our network and services, provided that in such circumstances Socialbakers will only share the limited personal information that is required to be shared in the unique situation. Socialbakers will notify the County of any sharing of personal data with third parties, unless prohibited by law.

7.5. You agree that Socialbakers may contact you in the future regarding their Services.

7.6. To the extent you are a data controller (within the meaning of the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data) with respect to any personal data that you provide us in connection with the Services (if any), you (A) instruct us to process such data for the purpose of providing the Services to you and informing you about Socialbakers' Services and their features; this may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam); and (B) authorize us to use such data for the purposes and in the scope described in Section 7.1 through 7.5 above. Socialbakers has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines in accordance with good industry practice and having regard to the state of technological development to protect your data against accidental loss, destruction, or alteration; unauthorized disclosure or access (including but not limited to taking reasonable steps to ensure the reliability of employees having access to your data and providing for limited access rights and access controls; authentication; personnel training; regular back up; data recovery and incident management procedures; restrictions on storing, printing and disposal of personal data; software protection of devices on which personal data are stored; etc.); or unlawful destruction. Upon request, Socialbakers will provide further details about the measures implemented by Socialbakers and its data service providers. Data collected from you may be transferred to, and stored and processed in, the United States or any other country in which Socialbakers or its Affiliates or subcontractors maintain facilities. Socialbakers will procure that if its subcontractors are located in the USA or other country outside the EU or EEA (A) they will, during the term of processing, be and remain certified under the EU and Swiss Safe Harbor programs as set

forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the EU, the EEA, and Switzerland so long as they are maintained by the United States government; or (B) Socialbakers will implement other appropriate legal mechanism to ensure an adequate level of personal data protection by such subcontractors. Socialbakers represents that its current third party data service (hosting) provider, Amazon.com, Inc., 410 Terry Avenue, Seattle, WA 98109, and its controlled U.S. subsidiary providing the service, Amazon Web Services, Inc., ("AWS") has participated in the EU and Swiss Safe Harbor framework since 2003. Socialbakers also confirms that Socialbakers and AWS have signed the controller-to-processor Standard Contractual Clauses (model clauses) approved by the European Commission to ensure regulatory compliance for data transfers from Europe to the USA. The specific AWS Data Processing Addendum with these model clauses has been approved and validated on EU level in 2015 as ensuring adequate level of protection. Any changes to the third party data service provider must be notified to the County. During the term of your Binding Order, Socialbakers will not change its current data service (hosting) provider (AWS).

7.7. By providing any data (including personal data) to Socialbakers while using the Services, you declare that you have all necessary consents, permissions or registrations to process the provided data in this way. Socialbakers is not liable for any misprocessing of data that could occur by your provision of the data to Socialbakers.

7.8. You acknowledge that apart from any personal data collected from you Socialbakers may process and utilize any personal data concerning you (or your users if you are an entity) or any third party that you, your users or any such third party have chosen to make public, e.g. through Facebook or other social network APIs. The use of such publicly available data is typically governed by the terms applicable to the service or network through which the data were made publicly available and such data may typically be used, accessed by and shared with third parties.

7.9. You agree that Socialbakers may use aggregated and anonymised data derived from the data provided by you or collected by the program analytics in its own statistics, for auditing, for the purposes of product and market research and analytics (which help Socialbakers to improve its products and the range of products and to develop new technologies, products and services), for benchmarks and other analyses, and to publish and share them with third parties outside of Socialbakers for the sole purpose of improving the Services. Socialbakers will not directly or indirectly transfer any data received from you to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising or monetization related toolset.

7.10. During this Agreement each party hereto may disclose non-public, proprietary and confidential information ("Confidential Information") to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Agreement, the term "Disclosing Party" shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, and employees (collectively "Representatives") in connection with such party's disclosure of Confidential Information to the other party and the term "Recipient" shall refer to either party hereto and any of its Representatives

hereto in connection with such party's receipt of Confidential Information from the other party. Either party hereto shall cause any of its Representatives that receives Confidential Information to be bound by all terms of this Agreement. Confidential Information may or may not be expressly identified as "confidential" at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Confidential Information hereunder, as long as such Confidential Information would be deemed confidential or proprietary by a reasonable person.

7.11. The Recipient shall (a) maintain the confidentiality of any Confidential Information disclosed; (b) not disclose or permit the disclosure of any Confidential Information to any person other than those expressly described in this Agreement; (c) not use Confidential Information except for the limited purpose of the commercial relationship between the parties; and (d) protect Confidential Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Confidential Information which is not permitted by this Agreement or other misuse of any Confidential Information or breach of this Agreement. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Confidential Information as permitted herein, (a) limit disclosure of Confidential Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Agreement ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Confidential Information. The Recipient shall cause any Other Persons who receive Confidential Information from the Recipient to be bound by all terms of this Agreement. Without limiting the direct liability of any Other Persons that may have received Confidential Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Confidential Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

7.12. The obligations of this Agreement shall not apply to, and "Confidential Information" shall not include, any information which the Recipient can prove: (a) is in the public domain on the date of disclosure by the Disclosing Party to the Recipient; this includes, without limitation, any information available on social media; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

7.13. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such

notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Agreement. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Receiving Party will furnish only that portion of the Confidential Information which is legally required.

7.14. All data, documents and information containing County's Confidential Information provided to Socialbakers by the County (if any) shall remain County property and shall be kept confidential in accordance with Article 7. Upon termination of this Agreement, for any reason, unless expressly agreed to otherwise in writing, Socialbakers shall delete or return all County owned data, documents and information, unless Socialbakers is expressly required to retain certain information or data under applicable laws. Data shall be returned in industry standard format and as agreed to by the County within sixty (60) days of termination of this Contract, unless otherwise agreed to in writing by the parties.

8. Content in the Services

8.1. You understand that all information such as, without limitation, data files, written text, computer software, music, audio files or other sounds, photographs, and videos or other images (all such information being hereinafter referred to as the "Content") which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such Content originated.

8.2. You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services (if any), may be protected by intellectual property rights owned by the sponsors or advertisers who provide such Content to Socialbakers (or by other persons or companies on their behalf), and that the Content may include sensitive personal data. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on such Content (either in whole or in part), unless you have been specifically told that you may do so by Socialbakers or by the owners of that Content, in a separate agreement.

8.3. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.4. You agree that you are solely responsible for (and that Socialbakers has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions, unless caused by the negligence of Socialbakers.

9. Proprietary rights

9.1. You acknowledge and agree that Socialbakers (or Socialbakers' licensors) owns all legal rights, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Socialbakers and that you shall not disclose such information without Socialbakers' prior written consent.

9.2. Unless you have agreed otherwise in writing with Socialbakers, nothing in the Terms gives you a right to use any of Socialbakers' trade names, trademarks, service marks, logos, domain names and any other distinctive brand features. For the avoidance of doubt, if any Service's deliverables such as reports generated by you through the use of the Service include Socialbakers' trade name, trademark, service mark, logo, domain name or other distinctive Socialbakers' brand features, their use in connection with that report or other deliverable is permitted and Section 9.4 below shall apply.

9.3. Other than the limited license set forth in Sections 7 and 11, Socialbakers acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Socialbakers, you agree that you are responsible for enforcing those rights and that Socialbakers has no obligation to do so on your behalf.

9.4. You agree not to remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.5. Unless you have been expressly authorised to do so in writing by Socialbakers, you agree that, in connection with the Services, you will not use any trade mark, service mark, trade name, logo of any third-party company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

9.6. Socialbakers will release, protect, indemnify, defend, and hold County and its officials, officers, employees, agents, representatives, departments, agencies, boards, and commissions (collectively the "Indemnified Parties") harmless from and against any claims of infringement of the intellectual property rights by any third parties against an Indemnified Party based on any Service provided under this Contract. Any defense will be at the Socialbakers's sole cost and expense. Further, Socialbakers will indemnify the Indemnified Parties for any liability resulting from any such claims, demands, or suits, as well as hold the Indemnified Parties harmless for Socialbakers's liability, losses, and damages resulting from such. County agrees to give Socialbakers notice of any such claim as soon as reasonably practicable and to allow Socialbakers to control the defense of any such claim. If a claim of infringement is made, or if Socialbakers reasonably believes that an infringement or similar claim that is pending actually may succeed, Socialbakers will do one of the following four things as soon as reasonably possible:

- 1) Modify the offending Services so that it is no longer infringing but provides substantially the same functionality as before the modification;

- 2) Replace the offending Services with an equivalent or better offering;
- 3) Acquire the right for County to use the infringing Services as it was intended for County to use under this Contract, or
- 4) Terminate the infringing Services and refund, on a pro-rata basis, the amount County paid for the application and the amount of any other Service that requires the availability of the infringing Service for it to be useful to County.

Subject to the statute of limitations provided for under applicable law, Socialbakers's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Contract by either party for any reason.

10. Licence from Socialbakers

10.1. Socialbakers gives you a worldwide, royalty-free, non-assignable and non-exclusive right and licence to access and use the Services through the Software, on a subscription basis, for the term and in the scope stipulated in your Binding Order or a similar document incorporating the Terms. This licence is for the sole purpose of enabling you (users within your organization, as designated on your Binding Order or a similar document incorporating the Terms) to use and enjoy the benefit of the Services as provided by Socialbakers, in the manner permitted by the Terms and the Binding Order. You acknowledge that this is a service agreement and we will not be delivering copies of the Software to you as part of the Services.

10.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software underlying the Service or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Socialbakers in writing. You may not access and/or use the Service and the underlying Software in order to build a similar or competitive product.

10.3. Unless Socialbakers has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights, grant a security interest in or over your rights, or otherwise transfer any part of your rights granted hereunder.

11. Content licence from you

11.1. You retain copyright and any other intellectual property rights you already hold in Content which you submit, post or display on or through the Services. By submitting, posting or displaying the Content on or through, the Services, you give Socialbakers a worldwide, royalty-free, and non-exclusive licence for the term of the Services to use, reproduce, adapt, modify, and publish only on

your behalf and pursuant to your instructions on social networks any Content which you submit, post or display on or through the Services. The licence granted in this Section 11.1 is for the sole purpose of enabling Socialbakers to display, distribute and promote the Services to you.

11.2. If you provide, as part of your use of Socialbakers' Services or as part of the Content which you submit, post or display on or through the Services, any photograph or other materials protected by personality or privacy rights, you specifically agree that Socialbakers may use such photograph or other materials for the sole purposes of providing the Services.

11.3. You understand that Socialbakers, in performing the required technical steps to provide the Services to you, may (A) transmit or distribute your Content over various public networks and in various media; and (B) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this licence shall permit Socialbakers to take these actions.

11.4. You confirm and warrant to Socialbakers that you have all the rights, power and authority necessary to grant the above licence.

12. Ending your relationship with Socialbakers

12.1. The Terms will continue to apply during the term stipulated in your Binding Order or other similar document incorporating the Terms, or, if no such term is stipulated, until terminated by either you or Socialbakers as set out below.

12.2. During the agreement term stipulated in your Binding Order, each party may only terminate the Terms for reasons stipulated in Section 12.3 or 12.4.

12.3. Each of the parties may at any time terminate the legal agreement embodied in the Terms if (A) the other party has materially breached any provision of the Terms (or has acted in a manner which clearly shows that it does not intend to, or is unable to comply with the provisions of the Terms); or (B) a party is required to do so by law (for example, where the provision of the Services is or becomes unlawful); in addition, Socialbakers may at any time terminate the legal agreement embodied in the Terms if (C) the partner with whom Socialbakers offered the Services to you or whom Socialbakers uses or whose cooperation Socialbakers needs in order to offer the Services to you, has terminated its relationship with Socialbakers or ceased to offer the Services to you; or (D) Socialbakers is transitioning to no longer providing the Services to users in the country in which you reside or from which you use the Services; or (E) the provision of the Services to you by Socialbakers is, in Socialbakers' opinion, no longer commercially viable. In the event you terminate the agreement for a material breach by Socialbakers as described in (A) above, or if Socialbakers ceases to provide any part or all of the Services during the agreement term for reasons stipulated in (B), (C), (D) or (E) above, you shall not be required to make any payments for Services beyond the date of when you

terminated the agreement or when Socialbakers ceased to provide the Services (as applicable). In the event you prepaid the Services, Socialbakers shall in such cases refund the pro-rata proportion of the pre-paid monthly fee.

12.4. Nothing in this Section 12 shall affect Socialbakers' rights regarding provision of Services under Section 4 of the Terms.

12.5. When your legal agreement with Socialbakers comes to an end, all of the legal rights, obligations and liabilities that you and Socialbakers have benefited from, been subject to (or which have accrued over time whilst your legal agreement with Socialbakers has been in force) and/or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Section 18.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

12.6. Further, you understand and agree that if you, despite the termination or expiration of your legal agreement with Socialbakers for any reason, continue using the Services (e.g. in a situation when your fixed-term order for the Services expires), the terms and conditions contained in the Terms (including the Payment Terms) will continue to apply.

13. Exclusion of Warranties

13.1. The Services are provided "as is" and Socialbakers, its Subsidiaries and Affiliates, and its licensors give you no warranty with respect to them.

13.2. In particular, Socialbakers, its Subsidiaries and Affiliates, and licensors do not represent or warrant to you that (A) your use of the Services will meet your requirements; (B) your use of the Services will be uninterrupted, timely, secure or free from error; (C) any information obtained by you as a result of your use of the Services will be accurate or reliable; and (D) that defects in the operation or functionality of any Software used to provide the Services will be corrected.

13.3. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

13.4. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

13.5. Socialbakers hereby warrants that the Services will not infringe, misappropriate or violate any intellectual property or other right of any person or entity; the Services will be performed in a professional and workmanlike manner, consistent with industry standards; the services will be performed in strict accordance with the highest standards of care, skill, diligence and professional competence applicable to suppliers engaged in providing similar services; Socialbakers has the requisite skill and staff to perform the Services required hereunder fully, in a timely and efficient manner; and Socialbakers will perform the Services in accordance with all applicable laws.

14. Limitation of liability

14.1. Nothing in these Terms shall exclude or limit Socialbakers' liability for losses which may not be lawfully excluded or limited by applicable law.

14.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, SOCIALBAKERS WILL NOT BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THESE TERMS, THE SERVICES, MATERIALS, OR THE FAILURE TO PERFORM OUR OBLIGATIONS.

14.3. Subject to overall provision in Section 14.1 above, Socialbakers, its Subsidiaries and Affiliates, and its licensors shall not be liable to you for any indirect or consequential losses which may be incurred by you. Indirect and consequential losses shall include (A) any loss of profit (whether incurred directly or indirectly), loss of goodwill or business reputation, or any loss of data suffered by you; (B) loss or damage which may be incurred by you as a result of (i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services; (ii) any changes which Socialbakers may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services); (iii) the deletion of, corruption of, unless caused by Socialbakers' negligence, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services; (iii) your failure to provide Socialbakers with accurate account information; (iv) your failure to keep your password or account details secure and confidential.

14.4. The limitations of Socialbakers' liability to you in Section 14.3 above shall apply whether or not Socialbakers has been advised of or should have been aware of the possibility of any such losses arising.

14.5. Except for liabilities arising out of Socialbakers' indemnification obligations under Section 9.6 above, Socialbakers' liability for damage incurred by you as a result of or in connection with the Services shall be limited to direct damages up to the amount you paid to Socialbakers for the Services giving rise to that liability during the last twelve months before the occurrence of Socialbakers' liability (or amount corresponding to a twelve-month Service fee, as applicable). Socialbakers and you agree that this limitation reflects the damage that can be foreseen at the time of conclusion of this legal agreement between you and Socialbakers, taking into account all circumstances the parties know or

should know while exercising due care and that can arise from a breach of Socialbakers' obligations under these Terms.

14.6. Socialbakers hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all third-party claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from the negligent or intentional acts or omissions of Socialbakers, including all of its officers, owners, principals, subcontractors, employees, and agents.

14.7. Socialbakers acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Socialbakers agrees that no provision of this Contract or any other contract or agreement between Socialbakers and the County may be interpreted to obligate the County to indemnify or defend Socialbakers or any other party.

14.8. Socialbakers shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Worker's Compensation Insurance** as required by the applicable law.
2. **Commercial General Liability Insurance** with limits of liability not less than \$1,000,000 each occurrence and aggregate.

Such insurance shall be written on an occurrence basis.

3. **Professional/Errors & Omissions Liability Insurance.** This coverage shall respond with limits of liability not less than:

\$1,000,000 per claim;
\$2,000,000 aggregate.

This coverage shall extend protection for economic loss of a third party arising from: (1) failure of the Socialbakers' product to perform as intended or expected, and (2) acts, errors, or omissions committed by the Socialbakers in the performance of its services.

14.9. The insurance policies of Socialbakers required for this Contract, shall:

- (i) Be primary and not in excess or contingent on any other basis; and
- (ii) The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where the insurance contract is concluded and shall carry a minimum A.M. Best's rating of A- VII or above.
- (iii) The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
- (iv) These insurance provisions shall not affect or limit the liability of Socialbakers stated elsewhere in this Contract or as provided by law.
- (v) Socialbakers shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

(vi) The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

(vii) If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

(viii) Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.

(ix) Socialbakers shall furnish a Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

15. Advertisements

15.1. Some of the Services, in particular free Services, may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

15.2. The manner, mode and extent of advertising by Socialbakers on the Services are subject to change without specific notice to you.

15.3. In consideration for Socialbakers granting you access to and use of the Services, you agree that Socialbakers may place such advertising on the Services, however Socialbakers shall not sell any County information or data.

16. Other content

16.1. The Services may include hyperlinks to other web sites or content or resources. Socialbakers has no control over any web sites or resources which are provided by companies or persons other than Socialbakers.

16.2. You acknowledge and agree that Socialbakers is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.3. You acknowledge and agree that Socialbakers is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources. In addition, you

acknowledge and agree that Socialbakers is not liable for any damage which may be incurred by you as a result of any reliance you may have placed on the completeness, accuracy, or existence of any advertising, products, or other materials on, or available from, such web sites or resources.

17. Changes to the Terms

17.1. Any changes to the Terms shall be made by a written amendment and shall be effective once both parties have signed such amendment.

18. General legal terms

18.1. "Socialbakers" or "we" means Socialbakers a.s., whose principal place of business is in Pilsen, Pod Vsemi svatyrni 427/17, Severn[Predmestl, postal code 301 00, Czech Republic. "You" or "County" means the entity or individual that is entering in to the legal agreement for the Services with us and that is identified on the Binding Order (or this agreement, if applicable).

18.2. Sometimes when you use the Services, you may (as a result of or through your use of the Services) use a service or download a piece of software or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals and you remain responsible for complying with the terms of use of such third party' services, software or goods. If you use third parties' services, software or goods while using the Services, you declare that you act in compliance with their terms of use. In particular, if you use Facebook or Twitter while using the Services, you must comply with the applicable Facebook (Twitter) rules.

18.3. The Terms constitute the whole legal agreement between you and Socialbakers and govern your use of the Services (excluding any services which Socialbakers may provide to you under a separate written agreement), and completely replace any prior agreements between you and Socialbakers in relation to the Services.

18.4. You agree that Socialbakers may provide you with notices by email, regular mail, or postings on the Services website.

18.5. The parties agree that if one of them does not exercise or enforce any legal right or remedy which is contained in the Terms (or which such party has the benefit of under any applicable law), this will not be taken to be a formal waiver of such party's rights and that those rights or remedies will still be available to it.

18.6. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

18.7. Socialbakers agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Socialbakers be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

18.8. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Socialbakers hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>

18.9. Socialbakers shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any applicable law which are measured by the wages, salaries, or other remuneration paid to persons employed by Socialbakers for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said Socialbakers also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

18.10. Socialbakers shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County. If the assignment takes place by operation of law in connection with a sale, merger, acquisition or other corporate reorganization involving all or substantially all the assets, stock or control associated with a party's business that relates to the subject matter hereof, Socialbakers shall notify the County of such event. In case the assignee is listed on the Debarment List available at <http://inspectorgeneral.cuyahogacounty.us/en-US/Debarred-Contractors.aspx>, the County shall be entitled to immediately terminate this agreement.

18.11. Socialbakers shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County

ATTN: Business Department

2079 East 9th Street, S- Floor
Cleveland, Ohio 44115

18.12. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that Services are provided by Socialbakers prior to the execution of this Contract by the County, the same will be provided at Socialbakers's risk, and payment therefore cannot, and will not be made unless and until this Contract is approved by the County. Upon approval by the County of this Contract, however, any and all prior performance under this Contract shall be deemed ratified and said performance shall be deemed to be included in this Contract. Payment(s) for said prior performance shall not increase the amount of the Contract limit.

18.13. Socialbakers agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by Socialbakers. Socialbakers shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: <http://inspectorgeneral.cuyahogacounty.us/>

18.14. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

18.15. Socialbakers represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and Socialbakers must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

18.16. Socialbakers is in good standings and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the term of this Contract.

18.17. Socialbakers personnel may not acquire any personal interest that conflicts with Socialbakers's responsibilities under this Contract. Additionally, Socialbakers will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under Socialbakers's control, if such an interest would conflict with that officials or employee's duties. Socialbakers will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Socialbakers will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

18.19 Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

18.20 It is fully understood and agreed that Socialbakers is an independent contractor and is not an agent, servant, or employee of County. Socialbakers declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

18.21 Socialbakers will comply with all applicable laws regarding equal employment opportunity and fair labor and employment practices.

18.22 Socialbakers must comply with all applicable state and federal laws regarding keeping a drug-free workplace. Socialbakers must make a good faith *effort* to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

18.23 This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

18.24 Socialbakers agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Socialbakers to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with, Socialbakers, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Socialbakers to enter into any particular agreements.

18.25 Socialbakers recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

18.26 All of the County's obligations under the Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify Socialbakers of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and *void* on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County. The County declares that the funds necessary to cover the fees stipulated in the applicable Binding Order for the entire subscription period are allocated and undertakes not to place a new Binding Order unless it can guarantee the payment of the entire amount stipulated therein.

18.28. SOCIALBAKERS AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. SOCIALBAKERS ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.



BINDING ORDER & ACCEPTANCE

Bill To Name	&X\DKRJD &RXQW\	Expiration Date	
Contact Name	0LUDQGD 3RPLHFNR		
Email	PSRPLHFNR#FX\DKRJDFRXQW\	Prepared By (Name)	-XOLD .HDUQH\
Bill To	(DWW 1LQWK 6\UHHW &OHYHODQG 2+,2 8QLWHG 6\DWHV	Prepared By (E-mail)	MXOLD NHDUQH#VRFLDOEDNHUV FRP
VAT Number		Contact for invoicing	ELOOLQJ#VRFLDOEDNHUV FRP
Service Start Date		Created Date	
Service End Date		Quote Number	
Term in Months			

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Product	Quantity	Monthly Fee	Number of Months	Total	Currency
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				To be paid	
				Currency	86 *

Additional Details &RQWUDFW ,QFOXGHV

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Terms and Conditions

1. Your relationship with Socialbakers

1.1. Your use of Socialbakers' products, services and web sites (referred to collectively as the "Service or Services" in this document and excluding any services provided to you or your employees by Socialbakers under a separate written agreement) is subject to the terms of a legal agreement between you and Socialbakers (as defined below in Section 18.1) contained in this document and/or any other document expressly referred to herein. The Services are accessed through Socialbakers' proprietary software application(s) (referred to as the "Software" below) hosted at its web platform at www.socialbakers.com and consist in a single log-in, centralised web dashboard that enables you to access data, metrics and analytics from public social profiles published on multiple social networks. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2. Unless otherwise agreed in writing with Socialbakers, your agreement with Socialbakers will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3. Your agreement with Socialbakers will also include all subscription rates and payment terms applicable to the Services chosen by you (the "Payment Terms"). The Payment Terms, including any related additional terms applicable to your subscription, may also be included in a binding purchase order that you sign and that refers to these Universal Terms (the "Binding Order"). Depending on which Service you subscribe to, your agreement with Socialbakers may also include certain terms specific to the use of such Service, in particular terms related to data collection and use (the "Specific Terms"). Where Specific Terms apply to a Service, such Specific Terms will only apply if an authorized representative of the County expressly accept them.

1.4. The Universal Terms, together with your Binding Order which contains the Payment Terms and any related additional Specific Terms applicable to your subscription, form a legally binding agreement between you and Socialbakers in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5. If there is any contradiction between what the Binding Order or Specific Terms say and what the Universal Terms say, then the Binding Order (Specific Terms) shall take precedence in relation to that Service. If there is any contradiction between the Privacy Policy and the Universal Terms, then the Universal Terms shall take precedence.

2. Accepting the Terms

21. In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms. You can accept the Terms by signing a written copy of the Terms and delivering it to Socialbakers.

22. You may not use the Services and may not accept the Terms if (A) you are not of legal age to form a binding contract with Socialbakers; (B) when signing on behalf of an entity, you are not authorized to legally bind your company or organization to such terms; or (C) you are a person or entity barred from receiving the Services under the laws of the Czech Republic or other countries including the country in which you are resident or from which you use the Services.

2.3. The Services are provided by Socialbakers for consideration. The prices applicable to your use of the Services are stipulated in your Binding Order which defines your Payment Terms. Socialbakers will invoice you for the Services in accordance with the terms stipulated in your Payment Terms.

2.4. Socialbakers is not responsible for the payment processing provided by any third party.

2.5. Each party will be responsible for payment of any taxes applicable to its own income and activities in connection with the Services.

3. Language of the Terms

3.1. The Terms are provided in English. If Socialbakers has provided you with a translation of the English language version of the Terms, you agree that the translation is provided only for your convenience, and that the English language versions of the Terms will govern your relationship with Socialbakers.

3.2. If there is any contradiction between what the English language version of the Terms and the translation, the English language version shall take precedence.

4. Provision of the Services by Socialbakers

4.1. Socialbakers may have subsidiaries and affiliated legal entities in other countries ("Subsidiaries and Affiliates"). At times, these companies may provide the Services to you on behalf of Socialbakers itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you. Where Services are provided by Socialbakers' Subsidiaries or Affiliates, Socialbakers will remain ultimately responsible for the provision of Services hereunder.

4.2. Socialbakers is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Socialbakers provides may change from time to time without prior notice to you.

4.3. As part of this continuing innovation, you acknowledge and agree that Socialbakers may permanently or temporarily stop providing the Services (or any features within the Services) to you or to users generally at Socialbakers' sole discretion, without prior notice to you. If you have pre-paid the Services for a fixed period of time and (A) Socialbakers stops providing the Services for any reason other than your breach pursuant to Section 12.3 A or legal requirement pursuant to Section 12.3 B; or (B) you terminate the Terms for Socialbakers' material breach pursuant to Section 12.3 A, Socialbakers will refund to you pro-rata the corresponding fees for Services already paid by you equivalent to the part or remainder of the term in which you will not use the Services.

5. Your use of the Services

5.1. In order to access certain Services you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service or as part of your continued use of the Services. You agree that any registration information you give to Socialbakers will always be accurate, correct and up to date.

5.2. You agree to use the Services only for purposes that are permitted by (A) the Terms; (B) any applicable law, regulation, generally accepted practices, or guidelines in the relevant jurisdictions; and (C) any other applicable rules (including, without limitation, Facebook and Twitter rules).

5.3 Socialbakers agrees to provide the Services in accordance with (A) the Terms; (B) any applicable law, regulation, generally accepted practices, or guidelines in the relevant jurisdictions; and (C) any other applicable rules (including, without limitation, Facebook and Twitter rules).

5.4. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Socialbakers, unless you have been specifically allowed to do so in a separate agreement with Socialbakers.

5.5. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.6. Unless you have been specifically permitted to do so in a separate agreement with Socialbakers, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.7. You agree that you will not engage in any activity that may amount to the misuse of our Services or that seeks to circumvent the Services' terms. For example, if Socialbakers provides you with any portion of a Service for free (as part of a trial, pilot or otherwise), you may not engage in data mining or other excessive use of the Service, beyond what is permitted by the free Service (and as advertised for that free Service at the time of the relevant promotion). Socialbakers reserves the right to limit the customer's activity on any of its free Services for any reason and without notice.

6. Your passwords and account security

6.1. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2. Accordingly, you agree that you will be solely responsible for all activities that occur under your account.

6.3. If you become aware of any unauthorised use of your password or of your account, you agree to notify Socialbakers immediately at info at Socialbakers dot com.

6.4. Socialbakers uses Facebook Connect, "Sign in with Twitter", and other authentication methods for authorization of users. If your Facebook account, Twitter account, or any other account used for registration and/or signing in the Services is deleted or non-functional you may no longer be able to access the Services.

7. Privacy and personal data

7.1. When the individual users within your organization access our Services through Facebook Connect or "Sign in with Twitter", we collect the personal data from their public social network profile that they use for registration. When they register via other authentication methods, we receive their e-mail address and password. Socialbakers uses and processes such personal data (including any other personal data you or your users may voluntarily provide us with), and combines them with data from our other Services and from publicly available sources, for the purpose of providing the Services (including user verification), to inform about our Services and their features (including new offerings), and to provide a better user experience, including Services that display customized content or advertising of our products or services, and a seamless customer support. More details about our data collection and use are provided below in this Section 7 and in a separate Privacy Policy made available on our website. You agree that Socialbakers may process user personal data, within the scope and for the purposes stipulated in this Section 7 and as further described in the Privacy Policy. Further, the Privacy Policy sets out the users' (data subjects') rights. You shall encourage your users to read the Privacy Policy and ensure that they are acquainted with, and abide by the Privacy Policy and these Terms to the extent they apply to them and their personal data.

7.2. Socialbakers uses cookies so that the users can login into the system and fully navigate within the system; if the cookies are turned *off*, the user will not be able to login into the system. Socialbakers also uses cookies and other technologies (such as site measuring software and user experience software) to enhance your online experience and to learn about how you use Socialbakers' Services in order to improve the quality of our Services. By accepting the Terms you agree with this practice.

Further information on cookies that Socialbakers uses is available at <http://www.socialbakers.com/cookies>.

7.3. You agree that Socialbakers' servers may automatically record information when you visit our website or use some of our products, including the URL, IP address, browser type and language, and the date and time of your request. This helps us analyze usage of the system for further improvements and our health metrics. Other information, such as browser and language, are gathered by software which we use for site monitoring. This information may only be used for the purpose of providing the Services and may not be sold to any third parties.

7.4. You agree that Socialbakers may also share personal data with third parties in limited circumstances, including when complying with legal process, enforcing or defending our legal rights, preventing fraud or imminent harm, and ensuring the security of our network and services, provided that in such circumstances Socialbakers will only share the limited personal information that is required to be shared in the unique situation. Socialbakers will notify the County of any sharing of personal data with third parties, unless prohibited by law.

7.5. You agree that Socialbakers may contact you in the future regarding their Services.

7.6. To the extent you are a data controller (within the meaning of the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data) with respect to any personal data that you provide us in connection with the Services (if any), you (A) instruct us to process such data for the purpose of providing the Services to you and informing you about Socialbakers' Services and their features; this may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam); and (B) authorize us to use such data for the purposes and in the scope described in Section 7.1 through 7.5 above. Socialbakers has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines in accordance with good industry practice and having regard to the state of technological development to protect your data against accidental loss, destruction, or alteration; unauthorized disclosure or access (including but not limited to taking reasonable steps to ensure the reliability of employees having access to your data and providing for limited access rights and access controls; authentication; personnel training; regular back up; data *recovery* and incident management procedures; restrictions on storing, printing and disposal of personal data; software protection of devices on which personal data are stored; etc.); or unlawful destruction. Upon request, Socialbakers will provide further details about the measures implemented by Socialbakers and its data service providers. Data collected from you may be transferred to, and stored and processed in, the United States or any other country in which Socialbakers or its Affiliates or subcontractors maintain facilities. Socialbakers will procure that if its subcontractors are located in the USA or other country outside the EU or EEA (A) they will, during the term of processing, be and remain certified under the EU and Swiss Safe Harbor programs as set

forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the EU, the EEA, and Switzerland so long as they are maintained by the United States government; or (B) Socialbakers will implement other appropriate legal mechanism to ensure an adequate level of personal data protection by such subcontractors. Socialbakers represents that its current third party data service (hosting) provider, Amazon.com, Inc., 410 Terry Avenue, Seattle, WA 98109, and its controlled U.S. subsidiary providing the service, Amazon Web Services, Inc., ("AWS") has participated in the EU and Swiss Safe Harbor framework since 2003. Socialbakers also confirms that Socialbakers and AWS have signed the controller-to-processor Standard Contractual Clauses (model clauses) approved by the European Commission to ensure regulatory compliance for data transfers from Europe to the USA. The specific AWS Data Processing Addendum with these model clauses has been approved and validated on EU level in 2015 as ensuring adequate level of protection. Any changes to the third party data service provider must be notified to the County. During the term of your Binding Order, Socialbakers will not change its current data service (hosting) provider (AWS).

7.7. By providing any data (including personal data) to Socialbakers while using the Services, you declare that you have all necessary consents, permissions or registrations to process the provided data in this way. Socialbakers is not liable for any misprocessing of data that could occur by your provision of the data to Socialbakers.

7.8. You acknowledge that apart from any personal data collected from you Socialbakers may process and utilize any personal data concerning you (or your users if you are an entity) or any third party that you, your users or any such third party have chosen to make public, e.g. through Facebook or other social network APIs. The use of such publicly available data is typically governed by the terms applicable to the service or network through which the data were made publicly available and such data may typically be used, accessed by and shared with third parties.

7.9. You agree that Socialbakers may use aggregated and anonymised data derived from the data provided by you or collected by the program analytics in its own statistics, for auditing, for the purposes of product and market research and analytics (which help Socialbakers to improve its products and the range of products and to develop new technologies, products and services), for benchmarks and other analyses, and to publish and share them with third parties outside of Socialbakers for the sole purpose of improving the Services. Socialbakers will not directly or indirectly transfer any data received from you to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising or monetization related toolset.

7.10. During this Agreement each party hereto may disclose non-public, proprietary and confidential information ("Confidential Information") to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Agreement, the term "Disclosing Party" shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, and employees (collectively "Representatives") in connection with such party's disclosure of Confidential Information to the other party and the term "Recipient" shall refer to either party hereto and any of its Representatives

hereto in connection with such party's receipt of Confidential Information from the other party. Either party hereto shall cause any of its Representatives that receives Confidential Information to be bound by all terms of this Agreement. Confidential Information may or may not be expressly identified as "confidential" at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Confidential Information hereunder, as long as such Confidential Information would be deemed confidential or proprietary by a reasonable person.

7.11. The Recipient shall (a) maintain the confidentiality of any Confidential Information disclosed; (b) not disclose or permit the disclosure of any Confidential Information to any person other than those expressly described in this Agreement; (c) not use Confidential Information except for the limited purpose of the commercial relationship between the parties; and (d) protect Confidential Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Confidential Information which is not permitted by this Agreement or other misuse of any Confidential Information or breach of this Agreement. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Confidential Information as permitted herein, (a) limit disclosure of Confidential Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Agreement ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Confidential Information. The Recipient shall cause any Other Persons who receive Confidential Information from the Recipient to be bound by all terms of this Agreement. Without limiting the direct liability of any Other Persons that may have received Confidential Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Confidential Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

7.12. The obligations of this Agreement shall not apply to, and "Confidential Information" shall not include, any information which the Recipient can prove: (a) is in the public domain on the date of disclosure by the Disclosing Party to the Recipient; this includes, without limitation, any information available on social media; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

7.13. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such

notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Agreement. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Receiving Party will furnish only that portion of the Confidential Information which is legally required.

7.14. All data, documents and information containing County's Confidential Information provided to Socialbakers by the County (if any) shall remain County property and shall be kept confidential in accordance with Article 7. Upon termination of this Agreement, for any reason, unless expressly agreed to otherwise in writing, Socialbakers shall delete or return all County owned data, documents and information, unless Socialbakers is expressly required to retain certain information or data under applicable laws. Data shall be returned in industry standard format and as agreed to by the County within sixty (60) days of termination of this Contract, unless otherwise agreed to in writing by the parties.

8. Content in the Services

8.1. You understand that all information such as, without limitation, data files, written text, computer software, music, audio files or other sounds, photographs, and videos or other images (all such information being hereinafter referred to as the "Content") which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such Content originated.

8.2. You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services (if any), may be protected by intellectual property rights owned by the sponsors or advertisers who provide such Content to Socialbakers (or by other persons or companies on their behalf), and that the Content may include sensitive personal data. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on such Content (either in whole or in part), unless you have been specifically told that you may do so by Socialbakers or by the owners of that Content, in a separate agreement.

8.3. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.4. You agree that you are solely responsible for (and that Socialbakers has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions, unless caused by the negligence of Socialbakers.

9. Proprietary rights

9.1. You acknowledge and agree that Socialbakers (or Socialbakers' licensors) owns all legal rights, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Socialbakers and that you shall not disclose such information without Socialbakers' prior written consent.

9.2. Unless you have agreed otherwise in writing with Socialbakers, nothing in the Terms gives you a right to use any of Socialbakers' trade names, trademarks, service marks, logos, domain names and any other distinctive brand features. For the avoidance of doubt, if any Service's deliverables such as reports generated by you through the use of the Service include Socialbakers' trade name, trademark, service mark, logo, domain name or other distinctive Socialbakers' brand features, their use in connection with that report or other deliverable is permitted and Section 9.4 below shall apply.

9.3. Other than the limited license set forth in Sections 7 and 11, Socialbakers acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Socialbakers, you agree that you are responsible for enforcing those rights and that Socialbakers has no obligation to do so on your behalf.

9.4. You agree not to remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.5. Unless you have been expressly authorised to do so in writing by Socialbakers, you agree that, in connection with the Services, you will not use any trade mark, service mark, trade name, logo of any third-party company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

9.6. Socialbakers will release, protect, indemnify, defend, and hold County and its officials, officers, employees, agents, representatives, departments, agencies, boards, and commissions (collectively the "Indemnified Parties") harmless from and against any claims of infringement of the intellectual property rights by any third parties against an Indemnified Party based on any Service provided under this Contract. Any defense will be at the Socialbakers's sole cost and expense. Further, Socialbakers will indemnify the Indemnified Parties for any liability resulting from any such claims, demands, or suits, as well as hold the Indemnified Parties harmless for Socialbakers's liability, losses, and damages resulting from such. County agrees to give Socialbakers notice of any such claim as soon as reasonably practicable and to allow Socialbakers to control the defense of any such claim. If a claim of infringement is made, or if Socialbakers reasonably believes that an infringement or similar claim that is pending actually may succeed, Socialbakers will do one of the following four things as soon as reasonably possible:

- 1) Modify the offending Services so that it is no longer infringing but provides substantially the same functionality as before the modification;

- 2) Replace the offending Services with an equivalent or better offering;
- 3) Acquire the right for County to use the infringing Services as it was intended for County to use under this Contract, or
- 4) Terminate the infringing Services and refund, on a pro-rata basis, the amount County paid for the application and the amount of any other Service that requires the availability of the infringing Service for it to be useful to County.

Subject to the statute of limitations provided for under applicable law, Socialbakers's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Contract by either party for any reason.

10. Licence from Socialbakers

10.1. Socialbakers gives you a worldwide, royalty-free, non-assignable and non-exclusive right and licence to access and use the Services through the Software, on a subscription basis, for the term and in the scope stipulated in your Binding Order or a similar document incorporating the Terms. This licence is for the sole purpose of enabling you (users within your organization, as designated on your Binding Order or a similar document incorporating the Terms) to use and enjoy the benefit of the Services as provided by Socialbakers, in the manner permitted by the Terms and the Binding Order. You acknowledge that this is a service agreement and we will not be delivering copies of the Software to you as part of the Services.

10.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software underlying the Service or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Socialbakers in writing. You may not access and/or use the Service and the underlying Software in order to build a similar or competitive product.

10.3. Unless Socialbakers has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights, grant a security interest in or over your rights, or otherwise transfer any part of your rights granted hereunder.

11. Content licence from you

11.1. You retain copyright and any other intellectual property rights you already hold in Content which you submit, post or display on or through the Services. By submitting, posting or displaying the Content on or through the Services, you give Socialbakers a worldwide, royalty-free, and non-exclusive licence for the term of the Services to use, reproduce, adapt, modify, and publish only on

your behalf and pursuant to your instructions on social networks any Content which you submit, post or display on or through the Services. The licence granted in this Section 11.1 is for the sole purpose of enabling Socialbakers to display, distribute and promote the Services to you.

11.2. If you provide, as part of your use of Socialbakers' Services or as part of the Content which you submit, post or display on or through the Services, any photograph or other materials protected by personality or privacy rights, you specifically agree that Socialbakers may use such photograph or other materials for the sole purposes of providing the Services.

11.3. You understand that Socialbakers, in performing the required technical steps to provide the Services to you, may (A) transmit or distribute your Content over various public networks and in various media; and (B) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this licence shall permit Socialbakers to take these actions.

11.4. You confirm and warrant to Socialbakers that you have all the rights, power and authority necessary to grant the above licence.

12. Ending your relationship with Socialbakers

12.1. The Terms will continue to apply during the term stipulated in your Binding Order or other similar document incorporating the Terms, or, if no such term is stipulated, until terminated by either you or Socialbakers as set out below.

12.2. During the agreement term stipulated in your Binding Order, each party may only terminate the Terms for reasons stipulated in Section 12.3 or 12.4.

12.3. Each of the parties may at any time terminate the legal agreement embodied in the Terms if (A) the other party has materially breached any provision of the Terms (or has acted in a manner which clearly shows that it does not intend to, or is unable to comply with the provisions of the Terms); or (B) a party is required to do so by law (for example, where the provision of the Services is or becomes unlawful); in addition, Socialbakers may at any time terminate the legal agreement embodied in the Terms if (C) the partner with whom Socialbakers offered the Services to you or whom Socialbakers uses or whose cooperation Socialbakers needs in order to offer the Services to you, has terminated its relationship with Socialbakers or ceased to offer the Services to you; or (D) Socialbakers is transitioning to no longer providing the Services to users in the country in which you reside or from which you use the Services; or (E) the provision of the Services to you by Socialbakers is, in Socialbakers' opinion, no longer commercially viable. In the event you terminate the agreement for a material breach by Socialbakers as described in (A) above, or if Socialbakers ceases to provide any part or all of the Services during the agreement term for reasons stipulated in (B), (C), (D) or (E) above, you shall not be required to make any payments for Services beyond the date of when you

terminated the agreement or when Socialbakers ceased to provide the Services (as applicable). In the event you prepaid the Services, Socialbakers shall in such cases refund the pro-rata proportion of the pre-paid monthly fee.

12.4. Nothing in this Section 12 shall affect Socialbakers' rights regarding provision of Services under Section 4 of the Terms.

12.5. When your legal agreement with Socialbakers comes to an end, all of the legal rights, obligations and liabilities that you and Socialbakers have benefited from, been subject to (or which have accrued over time whilst your legal agreement with Socialbakers has been in force) and/or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Section 18.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

12.6. Further, you understand and agree that if you, despite the termination or expiration of your legal agreement with Socialbakers for any reason, continue using the Services (e.g. in a situation when your fixed-term order for the Services expires), the terms and conditions contained in the Terms (including the Payment Terms) will continue to apply.

13. Exclusion of Warranties

13.1. The Services are provided "as is" and Socialbakers, its Subsidiaries and Affiliates, and its licensors give you no warranty with respect to them.

13.2. In particular, Socialbakers, its Subsidiaries and Affiliates, and licensors do not represent or warrant to you that (A) your use of the Services will meet your requirements; (B) your use of the Services will be uninterrupted, timely, secure or free from error; (C) any information obtained by you as a result of your use of the Services will be accurate or reliable; and (D) that defects in the operation or functionality of any Software used to provide the Services will be corrected.

13.3. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

13.4. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

13.5. Socialbakers hereby warrants that the Services will not infringe, misappropriate or violate any intellectual property or other right of any person or entity; the Services will be performed in a professional and workmanlike manner, consistent with industry standards; the services will be performed in strict accordance with the highest standards of care, skill, diligence and professional competence applicable to suppliers engaged in providing similar services; Socialbakers has the requisite skill and staff to perform the Services required hereunder fully, in a timely and efficient manner; and Socialbakers will perform the Services in accordance with all applicable laws.

14. Limitation of liability

14.1. Nothing in these Terms shall exclude or limit Socialbakers' liability for losses which may not be lawfully excluded or limited by applicable law.

14.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, SOCIALBAKERS WILL NOT BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THESE TERMS, THE SERVICES, MATERIALS, OR THE FAILURE TO PERFORM OUR OBLIGATIONS.

14.3. Subject to overall provision in Section 14.1 above, Socialbakers, its Subsidiaries and Affiliates, and its licensors shall not be liable to you for any indirect or consequential losses which may be incurred by you. Indirect and consequential losses shall include (A) any loss of profit (whether incurred directly or indirectly), loss of goodwill or business reputation, or any loss of data suffered by you; (B) loss or damage which may be incurred by you as a result of (i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services; (ii) any changes which Socialbakers may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services); (iii) the deletion of, corruption of, unless caused by Socialbakers' negligence, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services; (iii) your failure to provide Socialbakers with accurate account information; (iv) your failure to keep your password or account details secure and confidential.

14.4. The limitations of Socialbakers' liability to you in Section 14.3 above shall apply whether or not Socialbakers has been advised of or should have been aware of the possibility of any such losses arising.

14.5. Except for liabilities arising out of Socialbakers' indemnification obligations under Section 9.6 above, Socialbakers' liability for damage incurred by you as a result of or in connection with the Services shall be limited to direct damages up to the amount you paid to Socialbakers for the Services giving rise to that liability during the last twelve months before the occurrence of Socialbakers' liability (or amount corresponding to a twelve-month Service fee, as applicable). Socialbakers and you agree that this limitation reflects the damage that can be foreseen at the time of conclusion of this legal agreement between you and Socialbakers, taking into account all circumstances the parties know or

should know while exercising due care and that can arise from a breach of Socialbakers' obligations under these Terms.

14.6. Socialbakers hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all third-party claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from the negligent or intentional acts or omissions of Socialbakers, including all of its officers, owners, principals, subcontractors, employees, and agents.

14.7. Socialbakers acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Socialbakers agrees that no provision of this Contract or any other contract or agreement between Socialbakers and the County may be interpreted to obligate the County to indemnify or defend Socialbakers or any other party.

14.8. Socialbakers shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Worker's Compensation Insurance** as required by the applicable law.
2. **Commercial General Liability Insurance** with limits of liability not less than \$1,000,000 each occurrence and aggregate.

Such insurance shall be written on an occurrence basis.

3. **Professional/Errors & Omissions Liability Insurance.** This coverage shall respond with limits of liability not less than:

\$1,000,000 per claim;
\$2,000,000 aggregate.

This coverage shall extend protection for economic loss of a third party arising from: (1) failure of the Socialbakers's product to perform as intended or expected, and (2) acts, errors, or omissions committed by the Socialbakers in the performance of its services.

14.9. The insurance policies of Socialbakers required for this Contract, shall:

- (i) Be primary and not in excess or contingent on any other basis; and
- (ii) The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where the insurance contract is concluded and shall carry a minimum A.M. Best's rating of A- VII or above.
- (iii) The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
- (iv) These insurance provisions shall not affect or limit the liability of Socialbakers stated elsewhere in this Contract or as provided by law.
- (v) Socialbakers shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

(vi) The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

(vii) If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

(viii) Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.

(ix) Socialbakers shall furnish a Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

15. Advertisements

15.1. Some of the Services, in particular free Services, may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

15.2. The manner, mode and extent of advertising by Socialbakers on the Services are subject to change without specific notice to you.

15.3. In consideration for Socialbakers granting you access to and use of the Services, you agree that Socialbakers may place such advertising on the Services, however Socialbakers shall not sell any County information or data.

16. Other content

16.1. The Services may include hyperlinks to other web sites or content or resources. Socialbakers has no control over any web sites or resources which are provided by companies or persons other than Socialbakers.

16.2. You acknowledge and agree that Socialbakers is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.3. You acknowledge and agree that Socialbakers is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources. In addition, you

acknowledge and agree that Socialbakers is not liable for any damage which may be incurred by you as a result of any reliance you may have placed on the completeness, accuracy, or existence of any advertising, products, or other materials on, or available from, such web sites or resources.

17. Changes to the Terms

17.1. Any changes to the Terms shall be made by a written amendment and shall be effective once both parties have signed such amendment.

18. General legal terms

18.1. "Socialbakers" or "we" means Socialbakers a.s., whose principal place of business is in Pilsen, Pod Vsemi svatyrni 427/17, Severn[Predmestl, postal code 301 00, Czech Republic. "You" or "County" means the entity or individual that is entering in to the legal agreement for the Services with us and that is identified on the Binding Order (or this agreement, if applicable).

18.2. Sometimes when you use the Services, you may (as a result of or through your use of the Services) use a service or download a piece of software or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals and you remain responsible for complying with the terms of use of such third party' services, software or goods. If you use third parties' services, software or goods while using the Services, you declare that you act in compliance with their terms of use. In particular, if you use Facebook or Twitter while using the Services, you must comply with the applicable Facebook (Twitter) rules.

18.3. The Terms constitute the whole legal agreement between you and Socialbakers and govern your use of the Services (excluding any services which Socialbakers may provide to you under a separate written agreement), and completely replace any prior agreements between you and Socialbakers in relation to the Services.

18.4. You agree that Socialbakers may provide you with notices by email, regular mail, or postings on the Services website.

18.5. The parties agree that if one of them does not exercise or enforce any legal right or remedy which is contained in the Terms (or which such party has the benefit of under any applicable law), this will not be taken to be a formal waiver of such party's rights and that those rights or remedies will still be available to it.

18.6. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

18.7. Socialbakers agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Socialbakers be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

18.8. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Socialbakers hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>

18.9. Socialbakers shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any applicable law which are measured by the wages, salaries, or other remuneration paid to persons employed by Socialbakers for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said Socialbakers also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

18.10. Socialbakers shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County. If the assignment takes place by operation of law in connection with a sale, merger, acquisition or other corporate reorganization involving all or substantially all the assets, stock or control associated with a party's business that relates to the subject matter hereof, Socialbakers shall notify the County of such event. In case the assignee is listed on the Debarment List available at <http://inspectorgeneral.cuyahogacounty.us/en-US/Debarred-Contractors.aspx>, the County shall be entitled to immediately terminate this agreement.

18.11. Socialbakers shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County

ATTN: Business Department

2079 East 9th Street, S- Floor
Cleveland, Ohio 44115

18.12. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that Services are provided by Socialbakers prior to the execution of this Contract by the County, the same will be provided at Socialbakers's risk, and payment therefore cannot, and will not be made unless and until this Contract is approved by the County. Upon approval by the County of this Contract, however, any and all prior performance under this Contract shall be deemed ratified and said performance shall be deemed to be included in this Contract. Payment(s) for said prior performance shall not increase the amount of the Contract limit.

18.13. Socialbakers agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by Socialbakers. Socialbakers shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: <http://inspectorgeneral.cuyahogacounty.us/>

18.14. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

18.15. Socialbakers represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and Socialbakers must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

18.16. Socialbakers is in good standings and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the term of this Contract.

18.17. Socialbakers personnel may not acquire any personal interest that conflicts with Socialbakers's responsibilities under this Contract. Additionally, Socialbakers will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under Socialbakers's control, if such an interest would conflict with that officials or employee's duties. Socialbakers will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Socialbakers will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

18.19 Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

18.20 It is fully understood and agreed that Socialbakers is an independent contractor and is not an agent, servant, or employee of County. Socialbakers declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

18.21 Socialbakers will comply with all applicable laws regarding equal employment opportunity and fair labor and employment practices.

18.22 Socialbakers must comply with all applicable state and federal laws regarding keeping a drug-free workplace. Socialbakers must make a good faith *effort* to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

18.23 This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

18.24 Socialbakers agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Socialbakers to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with, Socialbakers, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Socialbakers to enter into any particular agreements.

18.25 Socialbakers recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

18.26 All of the County's obligations under the Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify Socialbakers of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and *void* on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County. The County declares that the funds necessary to cover the fees stipulated in the applicable Binding Order for the entire subscription period are allocated and undertakes not to place a new Binding Order unless it can guarantee the payment of the entire amount stipulated therein.

18.28. SOCIALBAKERS AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. SOCIALBAKERS ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

Miranda Pomiecko

From: Mike J. DiMarino
Sent: Monday, August 01, 2016 8:16 AM
To: Michael Young; Miranda Pomiecko
Cc: Michael Andrews; Erin Patton; Cheryl Kinzig; Mary Louise Madigan; Richard Opre; Andria Richardson
Subject: RE: SocialBakers - TAC approval

Correct, it was approved by TAC back in May. Back in May is when we were experiencing a looping effect within the TAC approval process that has since been resolved.

Thanks,

Mike DiMarino
OnBase Administrator
Phone: 216-698-7302
mdimarino@cuyahogacounty.us

From: Michael Young
Sent: Friday, July 29, 2016 3:48 PM
To: Miranda Pomiecko <mpomiecko@cuyahogacounty.us>; Mike J. DiMarino <mdimarino@cuyahogacounty.us>
Cc: Michael Andrews <Mandrews@cuyahogacounty.us>; Erin Patton <epatton@cuyahogacounty.us>; Cheryl Kinzig <ckinzig@cuyahogacounty.us>; Mary Louise Madigan <mlmadigan@cuyahogacounty.us>; Richard Opre <ropre@cuyahogacounty.us>; Andria Richardson <arichardson@cuyahogacounty.us>
Subject: Re: SocialBakers - TAC approval

This looks like the record is broken somewhere.

It was TAC approved on 5/9.

SYS SECURITY KEYWORDS (SKW)	SKW - Initial
PRO PURCHASE / CONTRACT TRANSACTION PROCESSING	USR - TRANSACTION OWNER
PRO PURCHASE / CONTRACT TRANSACTION PROCESSING	OPD - LETTER GENERATION APPROV
PRO PURCHASE / CONTRACT TRANSACTION PROCESSING	OPD - LETTER GENERATION
PRO PURCHASE / CONTRACT TRANSACTION PROCESSING	SYS - PENDING BOARD MEETING
PRO PURCHASE / CONTRACT TRANSACTION PROCESSING	AM - PENDING AGENDA ITEM
PRO PURCHASE / CONTRACT TRANSACTION PROCESSING	DOT - CONSENT AGENDA
PRO PURCHASE / CONTRACT TRANSACTION PROCESSING	AM - PENDING AGENDA ITEM
PRO PURCHASE / CONTRACT TRANSACTION PROCESSING	CTO - EXECUTIVE APPROVAL
SYS SECURITY KEYWORDS (SKW)	SKW - Exit
SYS SECURITY KEYWORDS (SKW)	SKW - Procurement Process
SYS SECURITY KEYWORDS (SKW)	SKW - Initial
PRO PURCHASE / CONTRACT TRANSACTION PROCESSING	USR - TRANSACTION OWNER

Michael Young

Chief Technology Officer - Cuyahoga County
 Department of Information Technology
 216-443-8066 (work)
 216-772-9742 (cell)
 2079 E9th Street, 6th Floor
 Cleveland OH 44115
myoung@cuyahogacounty.us

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From: Miranda Pomiecko
Sent: Friday, July 29, 2016 3:44 PM
To: Mike J. DiMarino
Cc: Michael Andrews; Erin Patton; Michael Young; Cheryl Kinzig; Mary Louise Madigan
Subject: SocialBakers - TAC approval

Good Afternoon,

I'm writing to ask if there is any way to ensure that an item I've been working on in MYPro will go to TAC once it has approved by our department's OPD buyer, Cheryl Kinzig. The item is in the "Recommend Award and Submit Contract" stage, but it still needs to be approved by IT after that. I have tried to get this item on a TAC meeting twice, but due to systematic/technology issues within MyPro, it has not gone through a TAC/IT approval meeting yet. The req. # is DC-16-36700.

Please let me know if you have any questions.

Thank you,
Miranda

Miranda Pomiecko
Program Officer
Public Records Manager
Department of Communications
Office of County Executive Armond Budish
2079 East Ninth Street
Cleveland, Ohio 44115

O: (216) 698-2546

E: mpomiecko@cuyahogacounty.us

Miranda Pomiecko

From: Emily B. McNeeley
Sent: Monday, August 08, 2016 6:15 PM
To: Miranda Pomiecko
Subject: RE: SocialBakers - Vendor Compliance Form

Miranda – the MVC form as provided is approved as this company is a foreign based company and does not have any employees in the U.S.

From: Miranda Pomiecko
Sent: Monday, August 08, 2016 4:39 PM
To: Emily B. McNeeley
Subject: SocialBakers - Vendor Compliance Form

Hi Emily,

I'm writing to ask if you can send over an email to me confirming that the SocialBakers Mandatory Vendor Compliance form is valid and that the criteria with "N/A" next to it is valid. I've attached the form in this message for your reference.

Our OPD buyer is requesting this confirmation as backup material. Please let me know if you have any questions.

Thanks,

Miranda Pomiecko
Program Officer
Public Records Manager
Department of Communications
Office of County Executive Armond Budish
2079 East Ninth Street
Cleveland, Ohio 44115

O: (216) 698-2546

E: mpomiecko@cuyahogacounty.us



ENCUMBRANCE NO. CE1600203

REQUISITION NO. DC-16-36700

CONTRACT / AGREEMENT
CUYAHOGA COUNTY, OHIO

FOR

Social Media Analytics and Publishing Services

WITH

Contractor: SocialBakers A.S.
Federal ID: CZ29098271
Remittance Address: 12 W 27th Street
New York, NY, 10001

Contract Person: Julia Kearney
Telephone Number: 312-752-5221

Time Period: 7/27/2016 to 7/27/2017
Contract / Agreement Price: \$7,680.00

Suffix	Start Date	End Date	Index Code	Object Code	User Code	Grant	Grant Details	Project	Project Details	Amount
01	7/27/16	7/27/17	CX016014	0278						\$7,680.00

I hereby certify that the money required for the County's proportion of this Contract/Agreement in the sum of \$7,680.00 is in the Treasury to the credit of the fund from which it is to be drawn, or has been levied and placed on the duplicate, and in process of collection and not appropriated for any other purpose.

Cuyahoga County Fiscal Officer

I hereby approve of the legal form and correctness of the within Contract/Agreement.

Director of Law
By Assistant Law Director