

00 3/21/16

Res. 19102



QUOTE

Company Address 130 W Union
Pasadena, CA 91103
US

Created Date 3/3/2016
Expiration Date 3/31/2016
Quote Auto Number Q-1603-102528

Prepared By Jason Kleinberg
Phone (626) 229-3073
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Contact Name Caleb Clifford
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Email cclifford@jacksongov.org

Bill To Name Jackson County
Bill To Eastern Jackson County Courthouse
308 W Kansas
Independence, MO 64050

Product	Date	List Price	Sales Price	Quantity	Discount	Total Price
X1 Social Discovery Single Annual License	3/3/2016	USD 1,495.00	USD 1,495.00	2.00	10.00%	USD 2,691.00
			Subtotal			USD 2,990.00
			Total Price			USD 2,691.00

Training is available for X1 Social Discovery via Digital Shield, Inc. at <http://digitalshield.net/x1discovery.php>.

Initial Term

Support shall include updates, patches and bug fixes made generally available by X1 Discovery to its customers as part of X1 Discovery's maintenance and support services. Support shall be on business days from 9AM - 5PM PST.

For Credit Card Payment (otherwise, an invoice will be issued):

Purchase Order will be issued.

Credit Card Type: American Express Visa MasterCard Credit Card Number: _____

Credit Card Holder: _____ Expiration Date: ___/___/___

Please confirm that the billing address above is accurate for this card.

I agree to pay the above charges according to the card issuer's agreement. I understand that my signature on this contract will serve as my authorization on the credit charge slip and as a signature on file for all authorized charges and outstanding balance now and in the future. I understand that using a credit card fraudulently is illegal and charges will be pursued to the full extent of the law.

Signature of Cardholder (if different than the individual below) Name/Title Date

In consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree to the terms and conditions set forth in this Order as well as the X1 Discovery Standard Terms and Conditions (together, the "Agreement") at http://x1discovery.com/eula.html#X1SD_FULA

Licensee

Signature

Q. Troy Thomas, Director of Finance and Purchasing 3/16/16

Name/Title

Date

APPROVED AS TO FORM

County Counselor

ATTEST:

Clerk of the County Legislature

FILED
MAR 17 2016
MARY JO SPINO
COUNTY CLERK

Terms of Service

This is a binding legal contract that applies to anyone who visits the website x1.com ("Site") and/or uses any of our products and services ("Services"). If you do not agree to all of these terms, please do not use the Site or the Services. BY ACCESSING THE SITE OR USING ANY SERVICES, YOU ARE AGREEING TO BE BOUND BY THE AGREEMENT, AS DEFINED BELOW.

Our Agreement.

In addition to these terms, your agreement with X1 Discovery, Inc. ("X1") also includes the specific additional terms that apply to any Services you use. Throughout the Site and in all of our documentation, whenever we refer to the "Agreement" we mean these terms and the applicable additional terms, which include:

- End User License Agreement: Use of X1 Search is subject to an End User License Agreement, located [here](#).
- End User License Agreement: Use of X1 Rapid Discovery is subject to an End User License Agreement, located [here](#).
- End User License Agreement: Use of X1 Social Discovery is subject to an End User License Agreement, located [here](#).
- Privacy Policy. Use of our Site and Services is subject to our Privacy Policy, located [here](#).

Changes. We are constantly developing our Site and Services. This means that we may change or discontinue either or both without notice or liability to you. In addition, we may change all or part of the Agreement at any time, including these terms. We may make changes by posting the changed terms on the Site. YOUR CONTINUED USE OF THE SITE AND/OR OUR SERVICES WILL CONSTITUTE ACCEPTANCE OF THE CHANGED TERMS.

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Things You Cannot Do.

1. Give false or misleading information to us or anyone else in connection with your use of the Site or the Services, including giving false information in your account registration. You are entirely responsible for all content that you upload, post or otherwise transmit via the Site.
2. Upload, post or otherwise transmit via the Site any content that: (i) is harmful, obscene, indecent, pornographic, defamatory, racist, violent, offensive, threatening, harassing, or otherwise objectionable to Evolution or other users of the Site; (ii) includes unauthorized disclosure of personal information; (iii) violates or infringes anyone's intellectual property rights; or (iv) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. X1 reserves the right to edit or remove content that violates this Agreement.
3. Do anything that smacks of bad online citizenship, such as use our Services for spam or attempt to reverse engineer or hack into our systems.
4. Access or scrape the Site or the Services by any automated means unless you are a search engine crawling the Site for the sole purpose of creating a publicly accessible search index; or bypass any technical protections or throttling that we institute.
5. Copy, modify, create derivative works from or distribute any content from the Site (whether the content has been posted by us or a third party); copy, display or use our trademarks in any way; or use the Site for any purpose not explicitly authorized in the Agreement.
6. Link to the Site using any HTML techniques that display the Site within a frame, partial window, popup, pop-under, or any other non-standard linking method, or present or redistribute content from the Services, except as provided authorized by X1.
7. Anything we ask you not to do.

Third Party Applications. X1 may offer its Services utilizing application program interfaces available from other third party providers ("API"). Such APIs may also offer to display content provided by other third-party products and services (a) through APIs, "feeds" or other mechanisms provided by such third-party products and services, or (b) by accessing your accounts with such third-party products and services as authorized by you during your use of the Services ("User Content"). As to User Content we access through the APIs, you hereby authorize X1 to access your account for the purpose of obtaining and Using such User Content. The use of such APIs made available by third parties is subject to the terms and conditions provided by those providers for application developers such as X1. We make no representations or warranties regarding the performance of such third-party services, their compliance with applicable laws and regulations, or any other aspect of such third-party services. Your use of third-party services is at your own risk. You acknowledge and agree that the third-party services and any related third-party terms of service are subject to change by the applicable third-party at its sole discretion and without any notice.

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Miscellaneous

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2. This Agreement will not be construed against either party as the drafter.
3. In the Agreement, the word "including" always means "including but not limited to" unless a particular sentence says otherwise.
4. You are responsible for being informed about and complying with all laws, rules and regulations that apply to your use of the Site and the Services.
5. As stated above, the Agreement includes these terms and any additional terms you enter into with X1. The Agreement is the entire agreement between you and X1 and it replaces any other agreement between us on this subject. Aside from our right to make changes, any amendments to the Agreement must be in a writing signed by both parties.
6. You cannot assign the Agreement without our written agreement. We can assign the agreement to any entity that agrees to be bound by the terms of the Agreement.
7. The Agreement is governed by California law, excluding its choice of laws principles. The exclusive venue for any litigation arising from or related to the Site or Services shall be the courts of Los Angeles County, California, except for any optional arbitration as described next. Excluding claims for equitable relief, if the total amount in dispute is less than \$5,000, either party may elect to resolve the claim through binding arbitration by initiating arbitration through an established provider that is agreed by the parties. The arbitration must be conducted under the following rules: (a) at the choice of the party seeking relief, the arbitration shall be conducted by telephone, online, or solely on written submissions; (b) no party or witness will make any personal appearance unless the parties agree otherwise; and (c) the winning party may have the arbitrator's award entered as a judgment in any court of competent jurisdiction. Any claims (in court or in arbitration) must be brought in the initiating party's individual capacity and not as a plaintiff or class member in any class action or other similar proceeding. This Agreement does not allow class or collective arbitrations even if the arbitration procedures or rules would. The arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
8. If any part of the Agreement is invalid, illegal or unenforceable, that condition will not affect any other provision of the Agreement. A delay or failure to require performance of any provision will not constitute a waiver of any rights and will not impede the ability to enforce that provision later. The Agreement is the entire integrated agreement between you and X1, Inc. on this subject matter.

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REVISED: March 31, 2013

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INFORMATION COLLECTED

- Automatic Collection:** Like most other websites, we use common internet technologies such as *cookies* and *Web beacons* to keep track of users' interactions with the Site and the Services. This may include your internet protocol (IP) address, Referring website addresses, browser type and access times and mobile carrier or internet access provider.
- Volunteered:** If you register with us, subscribe to or use downloadable software or web-based applications, fill out a profile page, purchase products or services, send us an email, or share personal information with us in any other way, we will collect and store whatever information you share. This obviously depends on what information you choose to provide but it may include your name, email address, credit card information or other billing information. The collection of this information is part of regular business practices and is necessary in order to complete transactions and properly run and administer these services. You do not have to share this information with us, but without it you may not be able to access certain content or features or participate in certain areas of the Site.
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We use this information to provide you with better service. It also helps our advertisers and partners provide you with more relevant offers, which in turn helps cover the cost of our services to you. Among other things, the information we collect enables X1 to:

- customize the content you see
- fulfill your requests for products and services and validate your user rights
- improve services
- contact and communicate with you
- conduct research and analysis
- provide anonymous reporting for internal and external clients
- provide you with additional information we think is of interest to you

WHEN DO WE SHARE OR DISCLOSE YOUR INFORMATION?

- **Anonymous Information.** Anonymous information is information that does not identify you personally, like your IP address and Referring website addresses. We may share anonymous information with others, such as advertisers, sponsors and business partners.
- **All Information (Both Anonymous and Personally Identifiable).** In certain circumstances, we may share information we have collected, including personally identifiable information. For example:
 - We might share your personally identifiable information during due diligence or in preparation for or after a sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation.
 - If you give us permission, we may share your personally identifiable information with third parties who might send you marketing and promotional information.
 - Your personal information may be transferred to anyone who is helping us make the Site and Services available and functional, like technical agents, payment processing vendors, other subcontractors, and our affiliates and consultants.
 - As in any transaction, if you provide your credit card information to us for purchases, your credit card company will be provided with all relevant information about us, item(s) purchased, cost and other information necessary to process the transaction.
 - We may disclose your personal information if permitted or required by law or is necessary to comply with the law enforcement or in response to a search warrant, subpoena or other legal process or where we believe such action is necessary in order to protect or defend our interests or the interests of our users or business partners.

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- We may also engage third party service providers to assist us with advertising in connection to the Site and to facilitate retargeting advertising on other sites after you interact with this Site. Our third party advertising partners will place their cookies on visitors of this Site, but such cookies do not collect personal information such as your name, email address, postal address, or telephone number. If you do not wish to have cookies placed on your computer, you can disable them through the settings of your web browser.
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FOREIGN COUNTRIES

Your personal information may be transferred to and maintained on servers or databases located outside your state or country or to a jurisdiction where the privacy laws may not be as protective as those in your location. If you are located outside of the United States, please be advised that X1 processes and stores information in the United States and your use of our Site or Services constitutes your consent to and understanding of this processing.

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X1 reserves the right to change this Privacy Policy at any time, and will do so by posting changes to this Privacy Policy on the Site. The new Privacy Policy will apply to all current and past users of the Site and will replace any prior Privacy Policies that are inconsistent.

DISPUTE RESOLUTION

This Privacy Policy shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and performed in California, excluding the application of the conflict of laws provisions.

CALIFORNIA PRIVACY RIGHTS

Under California Civil Code sections 1798.83-1798.84, California residents are entitled to ask us for a notice describing what categories of personal customer information we share with third parties or affiliates for those third parties or affiliates' direct marketing purposes. That notice will identify the categories of information shared and will include a list of the third parties and affiliates with which it was shared, along with their names and addresses. If you are a California resident and would like a copy of this notice, please submit a written request to the following address: X1 Discovery, Inc.; Attn: Privacy Policy; 130 West Union Street; Pasadena, CA 91103. In your request, please specify that you want a "California Privacy Rights Notice." Please allow at least thirty days for a response.

CONTACT US

If you have any questions about this Privacy Policy or X1's privacy practices, please contact us at <http://www.x1.com/contact/>

Or you can contact us by mail at:

X1 Discovery, Inc.
130 West Union Street
Pasadena, CA 91103

In addition, if you wish to exclude your personal information from our direct marketing, or if you would like to update or delete your email address, mailing address or other personal information, or otherwise manage communications you receive from X1, please contact us at the above.

Glossary

- **Cookie** : When you visit the Site or utilize X1 Services, X1's servers send a cookie (a small file with a string of characters) to your computer. Standing alone, cookies do not personally identify you but they recognize your individual web browser. Unless you choose to identify yourself to X1 (through an account or otherwise), you will remain anonymous to us. Most web browsers are initially set up to accept cookies, but you can disable your web browser's ability to accept cookies. However, if you do so, certain features may not work.
- **Web beacon** : A web beacon is an electronic image on a web page that recognizes certain types of information on your computer when you visit that particular web page.
- **IP address** : An Internet Protocol Address is a numerical label that is assigned to each computer on the Internet.
- **Referring website address** : A referring website address identifies the address of the webpage you were on previously, before you came to the Site.
- **Browser** : A browser is a software application used for retrieving, presenting and traversing information resources on the World Wide Web.

REVISED: March 31, 2013

API Privacy Policy

X1 Discovery, Inc. ("X1") respects the privacy of your information. This Privacy Policy describes information about the use of Application Programming Interfaces (APIs) published and provided by social media platforms such as Facebook, Twitter and LinkedIn by the X1 Social Discovery software product (the "Software").

The Software is licensed to end users for its intended purpose to enable compliance with regulatory requirements, corporate policies and legal requirements such as of court discovery rules arising out of pending and potential litigation matters. The Software utilizes APIs made available by social media providers, subject to the terms and conditions provided by those providers for application developers such as X1. Via the APIs, the Software provides its licensed end users with the ability to search and collect all publically available information and information made available by the social media provider. The APIs works within the privacy settings of social networking account holders and accordingly the Software does not search for or access data not authorized by the privacy settings of those account holders. The Software does not collect passwords of social media account holders in any manner and does collect usernames on an automated basis.

The licensed end user of the Software maintains custody and control of all data collected by the Software. X1 does not have access to any data collected and maintained by its end-users, except for very limited information when the licensed end user requests technical support related to error reports and software bug fixes.

CHANGES TO PRIVACY POLICY

X1 reserves the right to change this Privacy Policy at any time, and will do so by posting changes to this Privacy Policy on the Site. The new Privacy Policy will apply to all current and past users of the Site and will replace any prior Privacy Policies that are inconsistent.

DISPUTE RESOLUTION; INTEGRATION

This Privacy Policy shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and performed in California, excluding the application of the conflict of laws provisions. This Privacy Policy is subject to the Terms of Service posted on the Site, located at <http://www.x1.com/terms/service.html>, which are incorporated herein by reference.

CONTACT US

If you have any questions about this Privacy Policy or X1's privacy practices, please contact us at <http://www.x1.com/contact/>

Or you can contact us by mail at:

X1 Discovery, Inc.
130 West Union Street
Pasadena, CA 91103

SCOPE

This Privacy Policy addresses only the collection of information published and provided by social media platforms through use of those social media providers' APIs by the X1 Social Discovery software product (the "Software"). For information about information collected by X1, please refer to X1's Privacy Policy is located at http://www.x1.com/terms/website_privacy.html.

Submissions

We appreciate and will consider any comments you may have on the Software Products, our Site, service, or ideas you may have on how to improve them. Please use our Submit a Ticket Form to request a feature or provide feedback. Please note that by doing so, or by otherwise posting, uploading, inputting, providing or submitting ("Posting") your comments, feedback, concepts, know-how, techniques, software, or ideas ("Submission"), you irrevocably assign free of charge, all worldwide rights, title and interest in all copyrights, patent rights, and all other intellectual property rights in the Submission to X1 Discovery, its successors and assigns. You agree to cooperate with X1 Discovery, its successors, and assigns, in perfecting such intellectual property rights. Without limitation, X1 Discovery, its affiliated companies and its licensees, will be entitled to use your Submission on an unrestricted basis, for any purpose whatsoever, including, to: develop, manufacture and market products incorporating such Submission, to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; to publish your name in connection with your Submission; and the unrestricted right to license such rights.

X1 Discovery does not wish to receive any submission that is confidential or proprietary. You agree not to post or otherwise provide any submission that you consider confidential or proprietary, and any submissions you post will be deemed and treated as non-confidential and non-proprietary. In addition, do not post any Submissions that you do not want to assign to X1 Discovery. No compensation will be paid or is due with respect to the assignment or use of your Submission, as provided herein. X1 Discovery is under no obligation to post or use any Submission you may provide. By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission including, without limitation, all the rights necessary for you to assign, provide, post, upload, input or submit the Submission.

REVISED: October 17, 2011