

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of X1 Social Discovery Software licenses for use by the Prosecuting Attorney's Office to X1 Discovery, Inc., of Pasadena, CA, at a cost to the County not to exceed \$2,691.00, as a sole source purchase.

RESOLUTION NO. 19102, March 14, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Prosecuting Attorney recommends the purchase of X1 Social Discovery Software to assist with discovery requests related to social media content from social media networking sites, email, and other web sources, at a cost to the County not to exceed \$2,691.00; and,

WHEREAS, the attached Agreement with X1 Discovery, Inc., for the purchase of this software includes indemnification language that requires the approval of the Legislature; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source; and,

WHEREAS, X1 Discovery, Inc., is the sole provider of the necessary proprietary software; and,

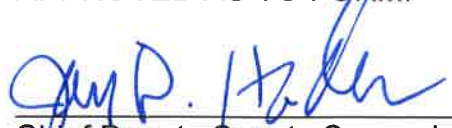
WHEREAS, execution of this Agreement with X1 Discovery, Inc., is in the best interests of

the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be, and is hereby authorized, to execute for the County the attached Agreement with X1 Discovery, Inc., for the furnishing of X1 Social Discovery Software licenses, and any other documents needed to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19102 of March 14, 2016, was duly passed on March 14, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

3.14.16

Date



Mary Jo Spino
Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 010 4142 56661
ACCOUNT TITLE: Grant Fund
2015 JAG Grant
Software
NOT TO EXCEED: \$2,691.00

March 8, 2016

Date



Director of Finance and Purchasing



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
Email jkleinberg@x1discovery.com

Contact Name Caleb Clifford
Phone 8165887941
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_EULA

Licensee

Signature _____

Name/Title _____ Date _____



Unified Search & Discovery for Virtual, Cloud & Hybrid Enterprises

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Privacy & Terms

[Website Privacy Policy](#) [API Privacy Policy](#) [Terms of Service](#) [EULA](#) [Submissions](#)

Website Privacy Policy

X1 Discovery, Inc. ("X1") is committed to protecting the privacy of your information. This Privacy Policy describes how we collect, store and use information from and about users of the website you are on now (the "Site") and any services and software products available via the Site ("Services"). 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. By using our Site or Services, you expressly consent to X1's collection, storage, use and disclosure of your information as described in this Privacy Policy. If you disagree with anything in this privacy policy, you should not use the Site or the Services.

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.
- Publicly Posted:** If you post information on public areas of the Site (or elsewhere on the internet) that information may be collected, stored and used by anyone, including us. We strongly recommend that you do not post any information that allows strangers to identify or locate you. Posting such information may result in unsolicited messages or contact from others, to say the least.
- Installation Numbers.** X1 software products may use a system of authentication and identification during installation of the software and on an ongoing basis to confirm that the user of the X1 software products is an authorized licensee. This phone home functionality is used to authenticate the server or device utilizing the X1 Services.
- Support.** X1 Services do not transmit results of any searches conducted by the user back to X1. **To be clear, your case related information or other content is not provided back to X1.** However, if you experience an error, the X1 Services will send log information to X1 for service and support purposes and such log data may include information about a user's profile, computer or device, and search history.
- Credit Card Security.** Providing you with a secure ordering experience is a high priority. When you submit an order through the Site, the order information is encrypted when it is transmitted for credit card processing to X1 (and its credit card services provider). Encryption is a process by which we use software to scramble information in transit. The Site is also registered with site identification authorities to enable your browser to confirm X1's identity before any transmission is sent. The identity of our site is automatically confirmed behind the scenes prior to the transmission of any customer information requested to complete an online order so that your data reaches your intended target. When confirming an order to you by email, we reveal only the last four digits of your credit card numbers. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing.

HOW DO WE USE THE INFORMATION WE COLLECT

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.

CHILDREN UNDER 13

The Site is not intended for children under age 13, or for anyone under age 18 without involvement of a parent or guardian. The Site includes unmonitored content posted by users and sourced from other third parties and as you can imagine, such content may be unsuitable for children. We do not knowingly collect or distribute information from or about children under 13.

THIRD PARTIES

- Like most other websites, we may engage third parties to directly gather non-personally identifiable information from users of the Site through automated means such as cookies. For example, we may engage a third party to help us track and analyze anonymous information from users who visit the Site or use the Services. This Privacy Policy does not cover how third parties use cookies or other technologies or any information they gather through such technologies.
- 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.
- The Sites and Services may contain links to websites or other properties and content operated by third parties over which X1 has no control. Their privacy policies may be different from our Privacy Policy, and you access such linked websites or third-party content at your own risk.

SECURITY

Information that X1 collects is stored on servers that X1 manages, using standard security procedures and practices appropriate to the nature of the information. Please be aware that no data transmission over the Internet can be guaranteed to be 100% secure. As a result, X1 cannot guarantee or warrant the security of any information you transmit on or through the Sites or Services and you do so at your own risk.

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.

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

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

PRODUCTS

- X1 Search
- X1 Search Virtual Edition
- X1 Rapid Discovery
- X1 Social Discovery

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- Partner Portal Log In

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- Management Team
- News

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- X1 Search
- X1 Professional Client
- X1 Social Discovery

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- BLOG**
- REQUEST DEMO**
- SITE MAP**



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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.

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* 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.

Third Party Content and Links. X1 provides Services that allow you to view content on third party services. X1 is not a content provider and does not control the content or websites of such third party services. You acknowledge and agree that any third-party products or services are not the responsibility of X1 and are subject to the terms of such third-party at its sole discretion. Furthermore, you acknowledge and agree that nothing herein is a grant of license to (i) the third-party products or services; (ii) any products, processes or technology described in or offered by the third-party products or services; or (iii) any copyright, trademark, patent or other intellectual property right in the third-party products or services. We disclaim any responsibility for any harm resulting with respect to viewing or using of any third-party content or third-party products or services.

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.

Third Party Trademarks and Content. Use of any third party trademark or third party content on the Site does not constitute affiliation with or endorsement of these third parties. Aside from any explicit grants in the Agreement, nothing in the Agreement grants you any license to third party trademarks or content. All trademarks are the property of their respective owners.

X1's Rights. X1 retains all right, title and interest in the Site and the Services, including all technology and processes, enhancements or modifications thereto, trademarks, service marks, logos, site design, text, graphics, logos, images and icons, as well as the arrangement thereof. You agree that the Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information, or materials in any way whatsoever except for permitted uses of the Services. Except for rights expressly granted in the Agreement, nothing in the Agreement grants you any right, title or license. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or licensee.

Indemnity, Disclaimers and Limits on Liability

1. You will indemnify, defend, and hold harmless X1, its affiliates, officers, directors, shareholders, employees, contractors, licensors, licensees, agents, and representatives (the "Covered Entities") against all liability, claims, costs, damages, settlements, and expenses (including interest, penalties, attorney fees and expert witness fees) ("Liabilities") incurred by any Covered Entity in any way arising out of or relating to the Site and the Services and any failure to comply with this Agreement. X1 reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.
2. X1 PROVIDES THIS SITE AND THE SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY. X1 SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE AND SERVICES. X1 MAKES NO WARRANTY THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, NOR DOES X1 MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE OR THE SERVICES OR THAT ANY DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM X1 SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. THIS DISCLAIMER IS MADE TO THE FULLEST EXTENT PERMITTED BY LAW. SOME STATES AND COUNTRIES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.
3. IN NO EVENT WHATSOEVER SHALL X1, ITS AFFILIATES, OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, INCLUDING BUT NOT LIMITED TO LOSS OF SALES, PROFIT, REVENUE, GOODWILL, OR DOWNTIME, (ARISING UNDER TORT, CONTRACT, OR OTHER LAW) REGARDLESS OF SUCH PARTY'S NEGLIGENCE OR WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND AGREE THAT THE DOWNLOAD AND UPLOAD OF ANY MATERIAL THROUGH THIS SITE OR THE SERVICES IS DONE AT YOUR DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. X1 NEITHER ASSUMES, NOR DOES IT AUTHORIZE ANY OTHER PERSON TO ASSUME ON ITS BEHALF, ANY OTHER LIABILITY IN CONNECTION WITH THE PROVISION OF THE SITE OR THE SERVICES. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS OF SERVICE, X1 IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE OR ANY SERVICE, X1'S LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF (1) THE TOTAL OF ANY FEES PAID BY YOU TO X1 IN THE SIX MONTHS PRIOR TO THE DATE THE CLAIM IS ASSERTED FOR ANY SERVICE OR FEATURE ON THE SITE RELEVANT TO THE CLAIM, OR (2) US\$100.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. X1'S LIABILITY HEREUNDER IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Miscellaneous

1. We do not want to receive information that is confidential or proprietary. If you send us suggestions, content or ideas of any kind, including potential improvements to the Site and/or Services, we may use such suggestions, content and/or ideas for any or all purposes, with no compensation or attribution to you.
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 of 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.

X1 DISCOVERY, INC. 130 W. Union Street, Pasadena, CA 91103

Updated January 30, 2012

PRODUCTS

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