



Including Social Media in Your Safety Strategy *A Proactive, Efficient, and Cost Effective Approach*

Reactive is a Tragedy. Proactive is a Strategy.SM

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SAFETY AND SECURITY IS OUR PASSION

Every aspect of the Social Sentinel® service has been built by safety and security experts. We are trusted advisors with extensive experience in school safety and we want to be there with you, bringing new strategies to help you expand how you approach your community’s long-term safety and security initiatives – with social media in mind!

AS A HOSTED SaaS, WE DO THE WORK FOR YOU

Fully automated, the Social Sentinel® service has three unique components that work in concert to ensure that your organization receives alerts to threats shared socially without requiring your district to employ social media linguists, safety-related behaviorists, and data scientists working together to ensure that alerts are surfaced, false positives are minimized, social media users’ rights are maintained, and non-safety related posts are not included in your feed.

These components also help ensure that the methods used to identify threats are compliant with the ever-changing requirements of individual social media company’s data use regulations so that your users do not run afoul of their terms and conditions.

Fully automated...Social Sentinel’s revolutionary software does the work for you...

- **Sentinel SearchSM Library**
Prepopulated with **hundreds of thousands** of safety-related behavioral phrases, keywords, hashtags, emojis, and keyword combinations
- **Local+SM Inputs**
Give your team the ability to **define the assets** (e.g., people, places, infrastructure, events) your district is charged with protecting
- **RMapSM Matching Algorithms**
Go **beyond the geo-fence** with locally relevant alerts sourced globally – **because a threat can come from anywhere and anyone**

WHY DO WE NEED ALERTS TO THREATS SHARED SOCIALLY?

Reactive is a tragedy. Proactive is a strategy.™

Oftentimes, while addressing a safety related matter, schools may employ the following haphazard, inefficient, and potentially intrusive means:

- A counselor consults a student's public facing social media accounts to gather information;
- A member of a safety team uses its communication department's social media monitoring service to "check in" to see what the community is saying about a safety related issue (perhaps entering in a gang hashtag or a person's name);
- A principal relies on faculty, staff, parents, or others to make them aware of concerning posts; and/or
- A SRO creates one or more fake profiles on social media and affiliates his/her account with students, parents, or teachers.

In so doing, they may be exposing their district to potential liabilities as they employ inconsistent methods, in a non-scalable manner, and with zero oversight to ensure that they are following appropriate policies and procedures.

The Social Sentinel service is designed exclusively for safety and security purposes to provide timely alerts to threats shared on publicly available social media in manner that is efficient and effective, is not intrusive, and does not infringe on the rights of individuals and groups to their freedom of expression and association.

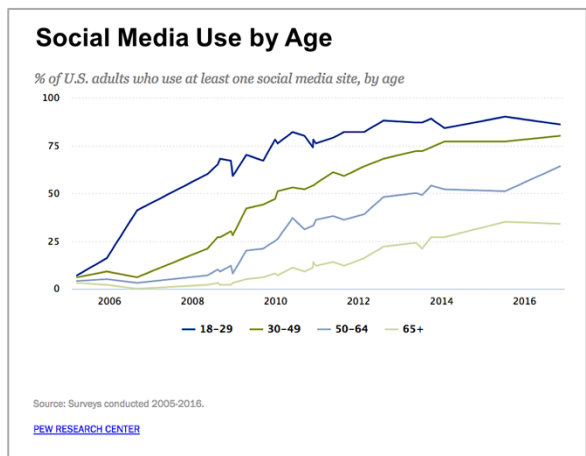
As an alert service (not a traditional monitoring service) the Social Sentinel service:

- **Respects** your community's right to privacy and association by incorporating constraints that ensure your users are not targeting individuals or groups and are unable to go on "fishing expeditions;"
- **Provides** a methodology of searching publicly available content only for threats or harmful content;
- **Safeguards** its focus on searching for the content, and context, of the language of harm as the directive for your alerts, not on individuals so you are not monitoring students, teachers, or staff and their social media communication;
- **Ensures** consistency in how the rules are applied to surface threats shared socially per incident;
- **Maximizes** efficiency and minimizes FTE engagement because the system works in the background for you, reviewing billions of posts per week to alert you to concerning pieces of content for your team to assess and follow up on;
- **Maintains** the assurance that the information your employees have access to was secured in a manner that is customized to the rules and regulations that individual social media companies require your team to follow;
- **Includes** a set of Operating Procedures created by school safety experts that not only address the specifics of what your users can do with the service and how they will be trained and overseen, but also will help walk you through how the service may integrate with your existing policies and procedures;
- **Incorporates** oversight to verify, either in-the-moment or via a quick-scan monthly report, to what extent employees are using and interacting with the service; and
- **Offers** the ability to demonstrate to your board, insurance company, and other stakeholders that each of your staff members with access to the system is using the service properly and consistently to perform their duty to care.

In a time when social media has become a primary vehicle through which people publicly express themselves, cry for help, share feelings, and make threats (real and false), and social media can serve as a platform for harrasment and criminal activity, the Social Sentinel service provides peace of mind that you have added a service that demonstrates that you have done everything that you can to provide a safe environment for students, parents, staff, and visitors with careful consideration to the balance you must maintain between providing a safe learning and working environment and respecting the rights of your community and the social media community at large.

A threat can come from anywhere. Let us help you.

THE IMPACT OF SOCIAL MEDIA



The use of social media is no longer widespread...it's pervasive.

Almost every adult, young or old, engages in some form of social media, regardless of their age.

According to the Pew Research Center and consumer insight service Experian Simmons, 95% of 12-17 year olds and 98% of 18-24 year olds use social media daily. On mobile devices, 24% of users are using social media "almost constantly."

And as we all know, a threat (whether it is real or not) is disruptive, costly, can come from anyone located anywhere, and every threat needs to be investigated.

CAN YOUR TEAM ANALYZE THIS MUCH INFORMATION?

1 Billion+/day
30 Billion+/month

Number of public social media posts
 evaluated by the Social Sentinel service on your behalf

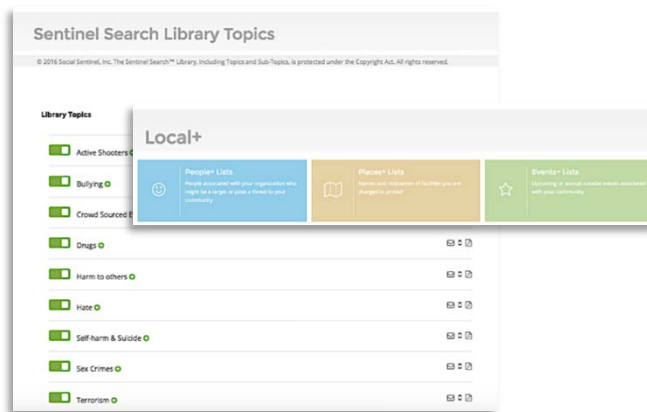
The Disney Example: Local+ and the Sentinel Search Library in Action

Social Sentinel reduces false positives and saves you valuable time and resources...

We performed an unrestricted keyword search, as if using a social media monitoring service, for "Disney," a popular term that returned **50,000 results**. When our algorithms and Library were activated, running side-by-side with the original search, the Social Sentinel service generated **50 alerts** (eliminating 49,950 irrelevant posts). Do you have time to review 50,000 results?

9 alerts included information considered worthy of on-the-ground investigation.

Going from 50,000 to 50 alerts with 9 actionable is a major success when making critically important decisions at the margin to deploy resources efficiently and effectively.



50,000 Unfiltered Results → 50 Social Sentinel Filtered Alerts → 9 Actionable Alerts

To our knowledge, no other provider has a deeply refined set of safety and security searches nor do any other providers work on an ongoing basis with safety experts, data scientists, and linguists to continually augment and refine searches. Additionally, our team is supported by machine learning to identify new terms and issues to determine how each search works or does not work when associated with specific social media services.

THE CONTEXT

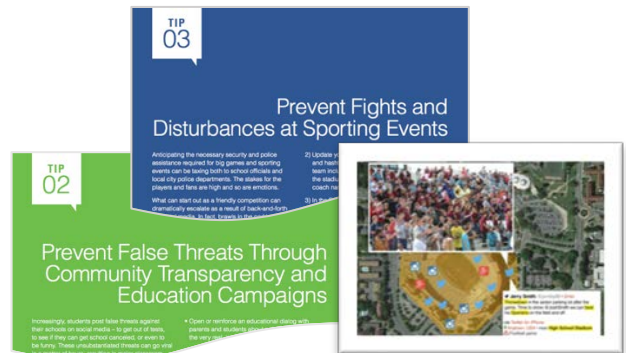
Where Social Media Intersects Your Duty to Care

Social media is a primary vehicle through which people publicly express themselves, cry for help, share feelings, and make threats (real and false). While only a small percentage of that content has anything to do with the safety of your community, **when something threat-related is posted, you need to know about it – quickly.**

Let us help you address your need to be informed of these events without overstepping your safety team’s boundaries.

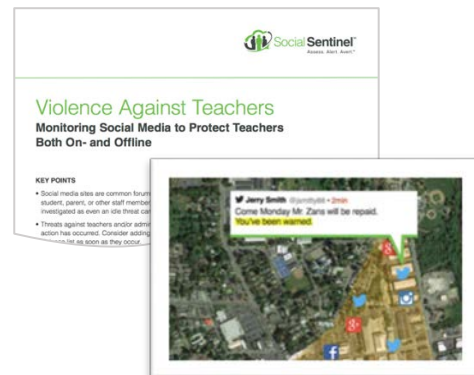
SCHOOL SAFETY - *Providing a Safe Learning Environment*

- Averting threats of violence
- Becoming aware of student in crisis situations*
- Ensuring school climate is free of sexual and gender harassment*
- Disrupting narcotics distribution*
- Ensuring safety during events or when large crowds are present



RISK MITIGATION/MANAGEMENT – *Providing a Safe Working Environment*

- Address workplace violence – be aware of volatile sentiment from disgruntled employees/individuals and threats to co-workers that could give rise to workplace violence
- Provide an added layer of security for district officials, principals, teachers, etc. who may have already been the recipient of a threat or who have been exposed to workplace situations that might put them in the path of a threat



* Alerts to content identifying suicide, self-harm, or criminal activity that do not constitute a public safety/security risk exclude Twitter data. This exclusion does not apply to other social media data sources included in the Social Sentinel service.

WHAT MAKES US DIFFERENT

Alerting vs. Monitoring - *We alert. We don't monitor or surveil.*



- ✓ Safety and Security Focused
- ✓ Accesses Publicly Available Content Only
- ✓ Respectful of Rights of Privacy and Association
- ✓ Adheres to Use of Social Media Sources' Data Access Requirements
- ✓ Alerts You to Relevant Content

Operationally Efficient

Social Sentinel for K12 - Unlimited Use for Shared Responsibility

Assigned personnel can receive alerts for initial assessment. Alerts are received by SMS text, email and/or daily PDF report; you choose!

SRO/Security

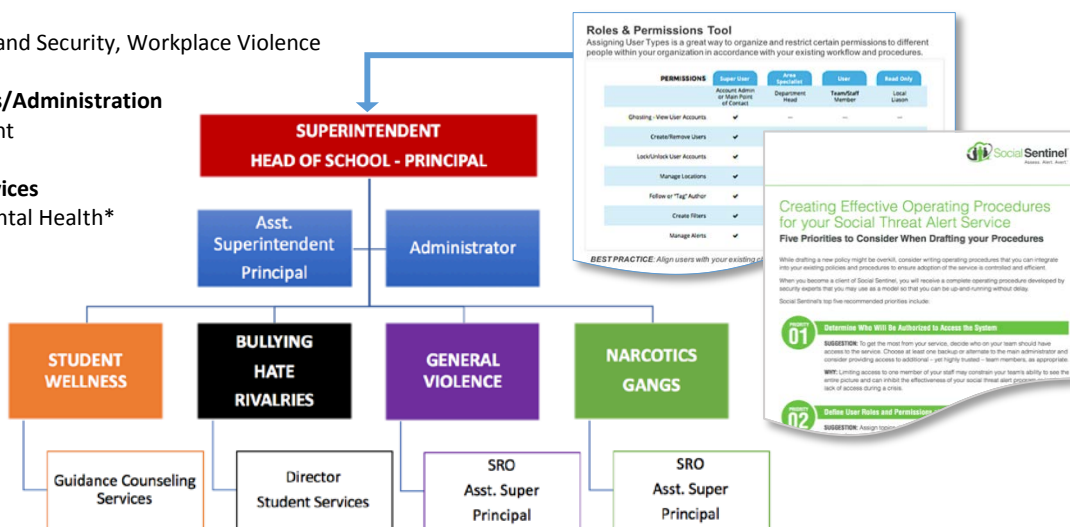
Overall Campus Safety and Security, Workplace Violence

Preparedness/Facilities/Administration

Emergency Management

Guidance/Student Services

Student Wellness*, Mental Health*
Bullying, Harassment*



Client Success Support and Guidance

Unlimited Award Winning Support – Unlimited Support and Access to Client Success Manager

Through a consultative relationship, a dedicated **Client Success Manager** is assigned to ensure the most effective and comprehensive use of our service. Available at no additional cost, the client success team works with clients at every stage of our relationship:



OUR TEAM IS YOUR TEAM

- ✓ Implementation and Operational Streamlining
- ✓ Initial and Ongoing Strategy Development and Best Practices
- ✓ Policies and Procedures Definition and the Assignment of Roles and Permissions
- ✓ Local+, Geo-matching, and Filter Refinement to Produce Meaningful Results with a Minimal Number of False Positives

* Alerts to content identifying suicide, self-harm or criminal activity that do not constitute a public safety/security risk exclude Twitter data. This exclusion does not apply to other social media data sources included in the Social Sentinel service.

VALUE SUMMARY



All-Inclusive Software-as-a-Service (SaaS) Subscription Model

Term			Service Fees	Data Usage Fees	Total Fees
Annual Period 1	4/1/2018	to 3/31/2019	\$15,500.00	\$3,000.00	\$18,500.00
Annual Period 2	4/1/2019	to 3/31/2020	\$15,500.00	\$3,000.00	\$18,500.00
Annual Period 3	4/1/2020	to 3/31/2021	\$15,500.00	\$3,000.00	\$18,500.00

Annual subscription rate is annual and renewable: not a 3-year contract.
 (*Data Usage Fee – see Services Agreement Section 3.2 for details.)



- ✓ Safety and Security Focused
- ✓ Accesses Publicly Available Content Only
- ✓ Respectful of Rights of Privacy and Association
- ✓ Adheres to Use of Social Media Sources' Data Access Requirements
- ✓ Filters on Language of Harm, Not on Individuals or Groups
- ✓ Minimizes False Positives
- ✓ Alerts You to Relevant Threats, Does Not Allow Fishing or Monitoring

- ✓ Fully Automated 24/7 Alerts
- ✓ No FTE or Additional Staff to Monitor Dashboard
- ✓ No IT Infrastructure or Involvement Required
- ✓ Easy to Use and Manage

Reactive is a tragedy. Proactive is a strategy.™

SOCIAL SENTINEL® SERVICES AGREEMENT

ORDER FORM

Order Form Number:		Order Form Expiration Date:	March 31, 2018
Sales Contact:	Heather Harer	Sales Contact Phone #:	860-335-7246

Client Information			
Client Name:		Flagler Schools (FL)	
Client Billing Contact		Client Support Contact <i>(Identify at least one)</i>	
Contact Name:	James Tager	Contact Name:	
Title:	Superintendent	Title:	
Address:	1769 E. Moody Blvd Bldg 2	Address:	
City, State, ZIP:	Bunnell, FL 32110	City, State, ZIP:	
Phone:	386-437-7526 x3111	Phone:	
Email:	tagerj@flaglerschools.com	Email:	

Term	Service Fees	Data Usage Fees	Total Fees
Annual Period 1 4/1/2018 to 3/31/2019	\$15,500.00	\$3,000.00	\$18,500.00
Annual Period 2 4/1/2019 to 3/31/2020	\$15,500.00	\$3,000.00	\$18,500.00
Annual Period 3 4/1/2020 to 3/31/2021	\$15,500.00	\$3,000.00	\$18,500.00

Does Client require a Purchase Order?	
If so, Purchase Order Contact Info:	

This Social Sentinel® Services Agreement, including the Order Form, Terms and Conditions, and any addendums attached hereto (together, the “*Agreement*”), is entered into by and between Social Sentinel, Inc., a Delaware corporation (“**Social Sentinel**”), and the client whose name appears in this Order Form (“*Client*”) (together, the “*Parties*”). This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and understandings between the Parties including, without limitation, any prior purchase orders or requests for proposals. By signing below, Client acknowledges that Client has read and agrees to the terms set forth in this Agreement and is authorized to execute this Agreement on behalf of Client’s organization.

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

SOCIAL SENTINEL, INC.	CLIENT:
Signature:	Signature:
Print Name: Dr. Gary J. Margolis	Print Name:
Title: Founder & CEO	Title:
Date:	Date:
Effective Date of Agreement:	

SOCIAL SENTINEL® SERVICES AGREEMENT

TERMS AND CONDITIONS

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

1. DEFINITIONS.

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

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

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

"Documentation" means Social Sentinel's user guides, documentation, Terms of Use, Privacy Policy, reports, and help materials specifically describing the Service, as may be made available to Client and updated from time to time by Social Sentinel at Social Sentinel's sole discretion, accessible via www.socialsentinel.com or through the Service.

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

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

"Service Fees" means the fees for Social Sentinel's provision of the Service to Client.

"User" means an individual who: (a) is Client's employee or contractor, (b) is authorized by Client to use the Service, and (c) to whom Client (or Social Sentinel at Client's request) has supplied a user identification and password.

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

3. PRICING.

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

3.2. Invoicing and Payment. Total Fees for Annual Period 1 will be billed upon Social Sentinel's receipt of the signed Agreement from Client. Total Fees for subsequent Annual Periods of the Term will be billed at the beginning of each Annual Period. Total Fees are due upon receipt of the invoice date. Client is responsible for providing complete and accurate billing and contact information to Social Sentinel and notifying Social Sentinel of any changes to such information.

3.3. Overdue Fees. If Client fails to make payments when due, then in addition to Social Sentinel's other rights and remedies, Social Sentinel will have the right, at its sole discretion, to suspend the Service pending Client's full payment of any outstanding fees, immediately terminate this Agreement, and/or recover Social Sentinel's reasonable costs and expenses, including reasonable attorneys' fees, expended in collection of such amounts due. The terms and conditions of this Agreement continue to apply until the Agreement is terminated pursuant to Section 4, below. Unpaid amounts shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum amount chargeable by law, commencing thirty (30) days from when the payment was due and continuing until fully paid.

3.4. Taxes. Unless otherwise stated, Social Sentinel's fees and pricing do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Client is responsible for paying all Taxes associated with Client's purchases under this Agreement.

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

4. TERM AND TERMINATION.

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

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

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

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

5. CLIENT'S USE OF THE SERVICE.

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

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

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

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

6. PROPRIETARY RIGHTS.

6.1. Subject to Client's right to use and access the Service during the Term of this Agreement as set forth in Section 3, Social Sentinel will retain exclusive right, title and interest (including all intellectual property rights and other rights) in and to the Service, including all ideas, concepts, designs, software, software code, inventions and works of authorship, and all intellectual property associated therewith, and Client shall have no ownership in or license to the Service or any portion thereof, nor in the intellectual property associated therewith.

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

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

7.1. Representations, Warranties, Exclusive Remedies:

(a) Each party represents and warrants that this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms. Each party represents and warrants, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval that has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations under this Agreement.

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

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

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

7.2. Disclaimers:

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

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

Items may affect the Alerts provided by the Service, for example by increasing the number of Alerts flagged by the Service.

7.3. Indemnification. To the extent permitted by law, Client agrees to indemnify, defend and hold harmless Social Sentinel and Social Sentinel's affiliates, employees, agents, representatives, assigns and licensors ("Related Parties") against any third party suits, actions, claims or proceedings (together, "Claims") arising out of or resulting from Client's or Users' use of or reliance upon the Service, or breach of or failure to comply with any term, condition, representation or covenant under this Agreement, and Client agrees to indemnify and hold harmless Social Sentinel and Related Parties from all damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by or awarded against Social Sentinel or Related Parties that may result from any such third party Claims.

8. LIMITATION OF LIABILITY.

8.1. IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF SOCIAL SENTINEL UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CLIENT IN THE LAST TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT, REGARDLESS OF ANY STATUTE OR LAW, NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN, DISCOVERED BY CLIENT. THIS LIMITATION WILL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH SUCH CLAIM OF DAMAGE IS BASED, BE IT IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY.

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

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

9. CONFIDENTIALITY.

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

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

10. GENERAL PROVISIONS.

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

10.2. This Agreement, including any items referenced herein, is the entire agreement between Client and Social Sentinel regarding Client's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No terms, provisions or conditions of any purchase order or other business form issued by Client relating to this Agreement will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of Social Sentinel to object to such terms, provisions or conditions. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Order Form, (2) the remainder of this Agreement, and (3) the Documentation.

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

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

10.5. Social Sentinel will not disclose the fact that Client is a client of Social Sentinel to the general public or media, unless otherwise required by law, without Client's prior written consent. Notwithstanding the foregoing, Social Sentinel may use Client's name for the limited purposes of training and educating existing and prospective clients without Client's prior written consent.

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

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

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

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

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

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

[End of Agreement]

