

SOCIAL SENTINEL® SERVICES AGREEMENT

This Social Sentinel Services Agreement, together with Arizona State University Supplemental Terms and Conditions set forth on Exhibit A, the Social Sentinel Services Order Form set forth on Exhibit B, the Social Sentinel Terms of Use set forth on Exhibit C, and the Social Sentinel Privacy Policy set forth on Exhibit D, is entered into by and between Social Sentinel, Inc., a Delaware corporation (“SSI,” “We,” “Us,” or “Our”) and the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (“ASU,” “You” and “Your”) (collectively the “Parties”). The Agreement, Exhibits and any addendums attached thereto shall collectively be referred to as the “*Agreement*.”

This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and understandings between the parties including, without limitation, any prior purchase orders or requests for proposals. By signing below, Parties acknowledge that they have read and agreed to the terms set forth in this Agreement, including the Schedule(s) attached hereto and are authorized to execute this Agreement on behalf of Your organization.

YOU SPECIFICALLY ACKNOWLEDGE THAT, AS DETAILED BELOW, THE SERVICE PROVIDES ACCESS TO ONLY PUBLICLY AVAILABLE SOCIAL MEDIA DATA; YOU WILL NOT ATTEMPT TO USE THE SERVICE OR REPORTS THEREFROM IN ANY WAY THAT MAY RESULT IN YOU OBTAINING SOCIAL MEDIA DATA THAT IS NOT PUBLICLY AVAILABLE.

The *Effective Date* of this Agreement is December 31, 2016 (“the Effective Date”).

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

This Agreement describes the Services We will provide to You, how we will work together, and other aspects of our business relationship.

1. DEFINITIONS

“Annual Period” means a one-year period of time during which You receive Our Service under this Agreement.

“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, 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.

“Documentation” means Our user guides, documentation, terms of use, and help materials specifically describing the Service, as may be made available to You and updated from time to time by Us with your written agreement.

“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 service and related Documentation, as updated from time to time provided by Us to You to alert You to threats shared publicly on social media and blog streams so that You may aggregate and assess such data originating from a specific geographic location or including specific keywords, hashtags or other data fields, searched inside or outside a geofence (the “Alerts”), for potential threats to security, public safety, harm, self-harm or acts of violence. Our Service includes Our Sentinel Search™ Library, Local+™ algorithms, and Roles and Permissions Tool. We will make reasonable efforts to provide You with thirty (30) days prior written notice of material updates.

“User” means an individual who is Your employee or contractor, who is authorized by You to use the Service, and to whom You (or We at Your request) have supplied a user identification and password.

2. OUR RESPONSIBILITIES. Subject to and limited by the terms of this Agreement, We will (a) make the Service available to You pursuant to this Agreement, through remote access over the Internet, (b) provide Our standard email and telephone support for the Service to You 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 We will give electronic notice), (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, actions by You to the extent that may impede access to or function of the Service, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, or Your Internet service provider failure or delay, and (iii) any unavailability caused by our termination of the Services pursuant to Section 3.2.

3. PRICING.

3.1. You agree to pay the service fee for the first year of the Term in the amount set forth in the Order Form, and, upon written renewal, an ongoing annual fee in the amount set forth in the Order Form for consecutive Annual Periods of the Term (the "Service Fee"). Except as otherwise specified herein, (i) fees are based on the rights provided herein, regardless of the amount of Your actual usage, and (ii) payment obligations are non-cancelable and fees paid are non-refundable. The Service Fee for the first year of the Term will be billed upon receipt of a fully executed copy of this agreement. Service Fees are due within thirty (30) days of receipt of the invoice. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

3.2. If You fail to make payments when due and fail to cure the breach within thirty (30) days, then in addition to Our other rights and remedies. We will have the right to terminate this Agreement upon thirty (30) days written notice.

3.3. Unless otherwise stated, Our 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"). You are responsible for paying all Taxes associated with Your purchases hereunder.

4. TERM AND TERMINATION

4.1. The term ("Term") of this Agreement will begin on the Effective Date and expire twelve (12) months after the Effective Date. The parties may extend the term upon written mutual agreement. The total Term will not exceed 5 years.

4.2. Either party may terminate this Agreement for cause: (i) 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 (ii) immediately upon written notice to the other party of a material breach that is incapable of cure; or (iii) 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. Upon termination, Your access to the Service will terminate and You must discontinue all use. We will not refund any portion of the Service Fee for the current annual period if we terminate the Agreement for cause under Section 4.2. All provisions of this Agreement that anticipate performance after the termination of this Agreement and all provisions necessary to interpret and enforce such provisions, will survive termination of this Agreement.

5. YOUR USE OF THE SERVICE.

5.1. You may use and access the Service solely to aggregate and assess publicly available social media and blog streams for potential threats to security, public safety, harm, self-harm or acts of violence. No other rights, express or implied, are granted by this Agreement, the Documentation, or otherwise. You are solely responsible for Your and Your Users' use of the Service and compliance with this Agreement and, as applicable, the Terms of Use Agreement located in **Exhibit C** attached hereto, and for providing such computer and other resources necessary to enable such Users to utilize the Service. You will use commercially reasonable efforts to prevent unauthorized access to or use of Service, and You will notify Us promptly upon learning of any such unauthorized access or use. You will use the Service only in accordance with applicable laws and government regulations. You agree to be contractually bound by the Twitter Terms of Service, located at <http://twitter.com/tos>.

5.2. You will not (a) make the Service available to, or use the Service for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease the Service, (c) use the Service for any unlawful

purpose, (d) use the Service in violation of any third-party privacy rights, (e) use the Service for employment or credit check purposes, or to access non-public information, (f) use the Service to store or transmit Malicious Code, (g) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (h) attempt to gain unauthorized access to the Service or its related systems or networks, (i) reverse engineer, reverse compile, copy, translate, modify or create derivative works of the Service or any part, feature, function or user interface thereof, (j) use the Service for any purpose other than to obtain Alerts regarding threats shared publicly on social media and blog streams, or (k) use the Service in any way not permitted under this Agreement.

5.3. Through Your use of the Service, You and your Users may provide certain personal information about You, Users and/or other third parties, such as User logon credentials or search terms input for filtering (hereinafter referred to as "Personal Data"). The types of Personal Data that may be collected via the Service are set forth in our Privacy Policy, attached hereto as **Exhibit D**, and any other related information disclosure statements that We will immediately make available to You, in writing, in connection with Your use of the Service. We may collect, use and in certain limited circumstances disclose such Personal Data in accordance with Our Privacy Policy (e.g., to contractors and service providers who are assisting Us in the operation or hosting of the Service). As a condition to uploading any Personal Data to the Service and/or otherwise accessing and using the Service, You and Users are required to accept the terms of our Privacy Policy, which is set forth in **Exhibit D**.

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

5.5. You agree to keep records sufficient to demonstrate Your compliance with this Agreement, including the names of Users using the Service.

6. PROPRIETARY RIGHTS. Subject to Your right to use and access the Service during the Term of this Agreement as set forth in Section 3, We will retain exclusive right, title and interest (including all intellectual property rights and other rights) in and to the Service and Documentation, including all ideas, concepts, designs, software, software code, inventions, reports, communications, and works of authorship, and all Intellectual Property associated therewith, and You shall have no ownership in or license to the Service or any portion thereof, nor in the Intellectual Property associated therewith. If You elect to provide any feedback or comments to Us related to Your experience with the Services ("Feedback"), all of Your Feedback shall be Our sole and exclusive property, and We shall have the right to use and disclose such Feedback in any manner and for any purpose in Our discretion without remuneration, compensation or attribution to You, provided that We are under no obligation to use such Feedback.

Notwithstanding the foregoing, if You want to discuss or explore ideas or concepts about future development of the Service or provide comments to Us about the Service that are not included in the definition of "Feedback," such discussions will be addressed pursuant to a separate agreement to be negotiated by the Parties. If either Party wants any Intellectual Property not included in the foregoing to be made, conceived, discovered, developed or created, either solely or jointly with any other person or persons including You ("IP development"), where such IP development is done for or at Your request and in connection with this Agreement ("Agreement IP"), such Agreement IP development will be addressed pursuant to a separate agreement to be negotiated by the Parties.

"Intellectual Property" means any and all Data, inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing.

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

7.1. 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.

7.2. We warrant that (a) the Service will perform materially in accordance with the applicable Documentation, and (b) We will not materially decrease the functionality of the Service during a subscription term. For any breach of an above warranty, We 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 We notify You that We are unable to remedy any material breach of this warranty, Your remedies are those described in Sections 4.2 (Termination) and 4.4 (Refund or Payment upon Termination).

We warrant to You that: (i) all of the Contract services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) We will comply, and will be responsible for ensuring any of Our owners, officers, directors, members, managers, agents, employees, contractors or subcontractors (SSI Parties), comply with all applicable federal, state and local laws in the performance of this Agreement; and (iii) We own or have sufficient rights in all services to be delivered by Us, and the services delivered by Us will not infringe upon or violate any Intellectual Property of any third parties.

If a third party claims that the Service as used by You infringes the third party's Intellectual Property rights and We reasonably determine that You should stop using the Service, then We will, at Our option and expense, provide one of the following exclusive remedies: (1) replace or modify the Service to make it non-infringing while still performing the same or substantially same functions; (2) procure the right of You to continue using the Service; or (3) if in Our judgment neither (1) or (2) is commercially feasible, direct You to stop using the Service and refund a prorated amount of Your Service Fees. We will not be responsible for any infringing use that You may make of the Service after We direct You to stop using the Service.

7.3 Indemnification by Us. We will indemnify, defend, save and hold harmless You, the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnitee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property (collectively, Claims) to the extent such Claims are caused, or alleged to be caused, by (i) the negligent acts or omissions of Us, or any of Our owners, officers, directors, members, managers, agents, employees, contractors or subcontractors (SSI Parties), but only to the extent such Claims are not caused by the acts or omissions of You; (ii) breach of this Contract; or (iii) failure to comply with any applicable law. We will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Notwithstanding anything to the contrary in the foregoing, the disclaimers and limitation of liability provisions in this Agreement apply.

Indemnification Limitations. You are a public institution and, as such, any indemnification, liability limitation, releases, or hold harmless provision in this Contract will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41- 621. Therefore, Your liability under any claim for indemnification in this Contract is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of You.

Responsibility. Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party's direction and supervision. Notwithstanding the terms of this Contract or any other document or agreement: (i) other than for employees and contractors acting under Your direction and supervision, You are not responsible for any actions of any third parties, including Your students (unless they are current employees or contractors); and (ii) no person may bind You unless they are an authorized signatory of You, as set forth in

PUR-202, which is at www.asu.edu/counsel/manual/signatureauthority.html. This section is subject to the limitation of liability provisions in this agreement.

7.4. You understand and agree to the following:

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

(b) We use commercially reasonable efforts in providing the Service. Any Alerts provided to You by Our Service are generated by Our software service and provided to You without review by Us. You are responsible for reviewing Alerts provided to You by the Service and for determining any actions You will or will not take in response to such Alerts. You understand and agree that Alerts provided by the Service may include Alerts that You do not find responsive or may omit social media posts. We do not warrant that the information contained in the Alerts is comprehensive, complete or accurate, and We do not assume and hereby disclaim 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. You and Your Users have the ability to set geofences and add keywords and search terms to be used by Our Service ("User Added Items"). You understand and agree that User Added Items may affect the Alerts provided by the Service, for example by increasing the number of Alerts flagged by the Service.

(c) **EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, , OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WE AND OUR 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.**

8. LIMITATION OF LIABILITY

8.1. YOU SPECIFICALLY ACKNOWLEDGE THAT OUR TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE REQUIRED MINIMUM INSURANCE COVERAGE LIMITS AS PROVIDED IN SECTION 13(A) OF THE ARIZONA STATE UNIVERSITY SUPPLEMENTAL TERMS AND CONDITIONS (SEE EXHIBIT A, ATTACHED HERETO) REGARDLESS OF WHETHER INSURANCE APPLIES TO SUCH LOSS. 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 CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR IS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES.

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 Our Privacy

Policy). We will only share Confidential information with You to the extent it is essential to accomplish the intentions of the Agreement. Any of Our Confidential information given to You will be clearly marked as Confidential.

The receiving party agrees, upon learning of the disclosure, to notify the disclosing party promptly of any unauthorized disclosure of the disclosing party's Confidential Information.

ASU is a public institution and, as such, is subject to ARS §§ 39-121 through 39-127 regarding public records. Accordingly, any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

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.

10. GENERAL PROVISIONS

10.1. This Agreement is governed by the laws of the State of Arizona without regard to its conflicts of law's 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. We submit to the exclusive jurisdiction of such courts for such purpose. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Contract will be conducted in Maricopa County, Arizona.

10.2. This Agreement, including any items referenced herein, is the entire agreement between You and Us regarding Your use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. 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) Exhibit A - Arizona State University Supplemental Terms and Conditions; (2) the Social Sentinel Services Agreement; (3) Exhibit B – Order Form; (4) Social Sentinel Terms of Use and Privacy Policy.

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, which consent will not be unreasonably withheld. We 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. In the event of assignment based on the foregoing, You reserve the right to terminate the Agreement immediately within ninety (90) days of assignment. 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. We will not disclose the fact that You are a client of SSI to the general public or media, unless otherwise required by law, without Your prior written consent.

10.6. 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.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

THE ARIZONA BOARD OF REGENTS,
a body corporate, for and on behalf of **ARIZONA STATE UNIVERSITY**

By: 
Title: Tamara John
Date signed: 12/19/2016

SOCIAL SENTINEL, INC.:

By: 
Title: President & CEO
Date signed: Dec 19, 2016

Gary J. Margolis

- Exhibit A – Arizona State University Supplemental Terms and Conditions
- Exhibit B – Order Form
- Exhibit C – Social Sentinel Terms of Use
- Exhibit D – Social Sentinel Privacy Policy

EXHIBIT A
ARIZONA STATE UNIVERSITY SUPPLEMENTAL TERMS AND CONDITIONS

To the extent any provisions of the foregoing contract with the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (ASU) conflict with any of the provisions of this Exhibit, the provisions of this Exhibit will control. References to this Contract include the foregoing contract and this Exhibit. All provisions of this Contract that anticipate performance after the termination of this Contract, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of this Contract.

1. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

2. **Conflict of Interest.** If within 3 years after the execution of this Contract, SSI hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

3. **Arbitration in Superior Court.** As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

4. **Dispute Resolution.** If a dispute arises under this Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

5. **Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Contract (jointly and severally, SSI) will retain all records relating to this Contract. SSI will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to SSI.

6. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to SSI and cancel this Contract without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

7. **Advertising, Publicity, Names and Marks.** SSI will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), for any reason including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Contract; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of any ASU Marks must comply with ASU's requirements, including using the ® indication of a registered trademark where applicable.

8. **Authorized Presence Requirements.** As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). SSI warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

9. **Data Use, Ownership, and Privacy.** Subject to the provisions of Section 6 of the Social Sentinel Services Agreement, as between the parties, ASU will own, or retain all of its rights in, all data and information that ASU provides to SSI, as well as all data and information managed by SSI on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to this Contract, even if generated by SSI, as well as all data obtained or extracted through ASU's or SSI's use of such data or information (collectively, ASU Data). ASU Data also includes all data and information provided directly to SSI by ASU students and employees, and includes personal data, metadata, and user content.

ASU Data will be ASU's Intellectual Property and SSI will treat it as ASU's confidential and proprietary information. SSI will not use, access, disclose, or license, or provide to third parties, any ASU Data, except: (i) to the extent necessary to fulfill SSI's obligations to ASU hereunder; or (ii) as authorized in writing by ASU. Without limiting the generality of the foregoing, SSI will not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU's prior written consent. SSI will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated information; or (y) transfer de-identified and aggregated information to any party unless that party agrees not to attempt re-identification or de-aggregation. For ASU Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by ASU, SSI will deliver, destroy, and/or make available to ASU, any or all ASU Data.

Notwithstanding the foregoing, if this Contract contains a scope of work or other provision that requires or allows SSI to provide aggregated and de-identified data to SSI's customers, then SSI may provide such information solely to the extent allowed in this Contract, and only if such data is aggregated with similar data of other customers of SSI (i.e. is not identified as ASU, ABOR, or Arizona-specific).

10. **Information Security.** All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, SSI will (either directly or through its third party service providers) meet the following requirements:

(a) **Access Control.** Control access to ASU's resources, including sensitive ASU Data, limiting access to legitimate business need based on an individual's job-related assignment. SSI will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and SSI will make such information available to ASU for review, upon ASU's request.

(b) **Incident Reporting.** Report information security incidents immediately to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

(c) **Off Shore.** Direct services under this Contract will be performed within the borders of the United States. Any services that are described in this Contract that directly serve ASU and may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in this Contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers and to all ASU Data.

(d) **Patch Management.** Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can

be reviewed by ASU upon ASU's request.

(e) **Encryption.** All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.

(f) **Notifications.** Notify ASU immediately if SSI receives any kind of subpoena for or involving ASU Data, if any third-party requests ASU Data, or if SSI has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at Infosec@asu.edu, in addition to any other notice addresses in this Contract.

(g) **Security Reviews.** Complete SOC2 Type II or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by ASU upon ASU's request. Currently, no more than two reviews per year are required.

(h) **Scanning and Penetration Tests.** Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in this Contract at regular intervals in accordance with industry standards and best practices. SSI must correct weaknesses within a reasonable period of time, and SSI must provide proof of testing to ASU upon ASU's request.

(i) **ASU Rights.** ASU reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.

(j) **Secure Development.** Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing new software versions. SSI will provide internal standards and procedures to ASU for review upon ASU request.

11. **Americans with Disabilities Act and Rehabilitation Act.** SSI will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations. All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

12. **No Boycott of Israel.** As required by ARS § 35-393.01, SSI certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

13. **Insurance Requirements.** Without limiting any liabilities or any other obligation of SSI, SSI will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by SSI, its agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Contract and in no way limit any indemnity covenants in this Contract. ASU does not warrant that these minimum limits are sufficient to protect SSI from liabilities that might arise out of the performance of the work under this Contract by SSI, its agents, representatives, employees, or subcontractors.

A. Minimum Scope and Limits of Insurance: SSI will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000

- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. Policy will be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of SSI."

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of SSI.

2. Worker's Compensation and Employers' Liability. Statutory limits, as amended from time to time, and in each case no less than the amounts specified below:

Workers Compensation Employers Liability

- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of SSI.

b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS § 23- 901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/ Independent Contractor) form.

3. Technology/Network Errors and Omissions Insurance.

- Each Claim \$2,000,000
- Annual Aggregate \$4,000,000

a. This insurance will cover SSI's liability for acts, errors and omissions arising out of SSI's operations or services, including loss arising from unauthorized access or use that results in identity theft or fraud.

b. Coverage will include the following:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs;
- Systems analysis;
- Software Design;
- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing including outsourcing development and design;

- Systems design, consulting, development and modification;
 - Training services relating to computer software or hardware;
 - Management, repair and maintenance of computer products, networks and systems;
 - Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
 - Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- c. If the liability insurance required by this Contract is written on a claims-made basis, SSI warrants that any retroactive date under the policy will precede the effective date of this contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.
- d. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

B. Additional Insurance Requirements: All policies will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by SSI, even if those limits of liability are in excess of those required by this Contract.
2. SSI's insurance coverage will be primary insurance with respect to all other available sources.
3. Coverage provided by SSI will not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation; Material Changes: Changes to the insurance policies described above, which changes are material to compliance with this Contract, will require 30 days' prior written notice to ASU; however, 10 days' prior written notice is required prior to cancellation due to non-payment of premiums. Notices required in this Section must be sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512 and will be sent by United States certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. ASU in no way warrants that the above required minimum insurer rating is sufficient to protect SSI from potential insurer insolvency.

E. Verification of Coverage: SSI will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by ASU before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Section must be sent to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512. ASU's project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and ASU each reserves the right to require complete, certified copies of all insurance policies required by this Contract at anytime.

F. Subcontractors: SSI's certificate(s) will include all subcontractors as insureds under its policies or SSI will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

G. Approval. These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in this Contract will require the approval of the Arizona Department of Administration Risk Management Section.

14. **Notices.** All notices and communications required or permitted under this Contract will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

To ASU:

ASU Police Department
PO Box 871812
Tempe, AZ 85287-1812
Attn: Chief of Police

With a copy to:

Purchasing and Business Services
PO Box 875212
Tempe, AZ 85287-5212
Attn: Chief Procurement Officer

To Sentinel Services, Inc.:

Liz Kleinberg, General Counsel
Social Sentinel, Inc.
128 Lakeside Ave., Suite 302
Burlington, VT 05401

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

15. **Termination.** ASU may terminate this Contract with or without cause upon 30 days' written notice to SSI. If this Contract is terminated by ASU for cause pursuant to this section, ASU will have no further obligations, other than payment for services rendered, goods received, and expenses incurred, and SSI will refund to ASU all prepaid amounts for goods or services not delivered or rendered. If this Contract is terminated by ASU without cause (as defined in Section 4.2 of the Social Sentinel Service Agreement Terms and Conditions), SSI will not provide ASU with any refund for the Service Fee paid for the then-current Annual Period. The term of this Contract will not exceed 5 years.

EXHIBIT B

SOCIAL SENTINEL® SERVICES ORDER FORM

Order Form Number:		Order Form Expiration Date:	12/31/2016
Sales Contact:	Gary Margolis	Sales Contact Phone #:	[REDACTED]

Client Information	
Client ("You" and "Your"):	Arizona State University Police Department

Client Billing Contact	
Contact Name:	Michael Thompson
Address:	P.O. Box 871812
City, State, ZIP:	Tempe, AZ 85287-1812
Title:	Chief of Police
Phone:	480-965-0771
Email:	Michael.l.thompson@asu.edu

Client Support Contact (<i>Identify at least one</i>)	
Contact Name:	same
Address:	
City, State, ZIP:	
Title:	
Phone:	
Email:	

Term				Service Fees
Annual Period 1	01/01/2017	to	12/31/2017	\$45,500
Annual Period 2	01/01/2018	to	12/31/2018	\$45,500

Prior to the start of any Annual Period there must be a renewed Agreement in writing.

EXHIBIT C

SOCIAL SENTINEL, INC. TERMS OF USE (<http://socialsentinel.com/terms-of-use>)

NOTE: In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) Exhibit A - Arizona State University Supplemental Terms and Conditions; (2) the Social Sentinel Services Agreement Terms and Conditions; (3) Exhibit B – Order Form; (4) Social Sentinel Terms of Use and Privacy Policy.

Welcome to the Terms of Use Agreement for SocialSentinel.com, a site owned and operated by Social Sentinel, Inc., a Delaware corporation (“SSI”).

1. DESCRIPTION OF SERVICES.

SocialSentinel.com (the “Site”) provides information regarding the Social Sentinel[®] services, which include SSI’s social media threat alert service (the “Services”). The content and media on the Site, includes, but is not limited to, any documents, reports, presentations, and videos on the Site regarding the features and functions of the Services (the “Content”). Use of the Site, including any updates, enhancements, new features, and/or the addition of any new links, is subject to this Terms of Use Agreement (“TOU Agreement”). This TOU Agreement does not cover the use of the Services. Please refer to your Social Sentinel Services Agreement with SSI for terms relating to use of the Services.

SSI may discontinue, modify or suspend any aspect of the Site with prior notice. SSI may impose limits on use of the Site, or suspend or discontinue access to all or part of the Site without prior notice.

2. ACCEPTANCE OF TERMS.

You agree that your use of the Site is subject to the terms in this TOU Agreement. The terms “User” and “you” refer to any person who accesses the Site. You are authorized to use the Site only if you agree to abide by all applicable laws and to the terms in this TOU Agreement. This TOU Agreement shall remain in full force and effect while you use the Site.

This TOU Agreement shall remain in full force and effect while you use the Site.

TERMS OF USE

1. PRIVACY AND PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION.

See the Privacy Policy, attached as Exhibit D, relating to the collection and use of your personally identifiable information. For purposes of the Privacy Policy, the term “Personally Identifiable Information” refers to any information that identifies or can be used to identify, contact, or locate the person to whom such information pertains.

2. NOTICE SPECIFIC TO INFORMATION AVAILABLE ON THIS SITE.

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

2.2. Monitoring of Content. SSI and its agents and designees reserve the right to monitor, restrict access to, edit, modify or remove any Content on the Site. SSI reserves the right at all times to disclose any information SSI deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, modify, refuse to post or to

remove any information or materials, in whole or in part, in SSI's sole discretion. THESE RIGHTS WILL NOT BE CONSTRUED TO CREATE ANY LIABILITY TO SSI IN CONNECTION WITH ANY CONTENT.

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

2.3. DISCLAIMERS.

Third-Party Materials: The Site may contain links to third party websites. When you access third party websites, you do so at your own risk. Third party links published or posted by Users or sponsors (together, "Third-Party Links") do not constitute or imply an approval or endorsement by SSI of any information, materials, documents, services or products available on third party websites. SSI makes no representations about the suitability or accuracy of information, documents, materials, services or products published, posted or made available as part of the content, services or products offered by Users or sponsors for any purpose (together, "Third-Party Content and Services"). ALL SUCH THIRD-PARTY LINKS AND THIRD-PARTY CONTENT AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND BY SSI. SSI DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO SUCH THIRD-PARTY LINKS AND THIRD PARTY CONTENT AND SERVICES INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY.

Limitation of Liability: [Intentionally omitted because the provisions of Section 8 of the Social Sentinel Services Agreement apply.]

3. NO UNLAWFUL OR PROHIBITED USE.

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

You will not:

- 3.1. Use the Site in any manner that could damage, disable, overburden, or impair any of the Site's servers or the network(s) connected to any of the Site's servers, or interfere with any other party's use and enjoyment of the Site.
- 3.2. Attempt to gain unauthorized access to any part of the Site, other accounts, computer systems or networks connected to any Site server, through hacking, password mining or any other means.
- 3.3. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.
- 3.4. Use the Site in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative, exploitive or unsolicited messages (commercial or otherwise).
- 3.5. Advertise products of any kind that you or someone else manufactures, supplies, distributes. This includes not publishing, posting, uploading, discussing, mentioning or

listing the telephone numbers, addresses, facsimile numbers, e-mail addresses, domain names or Web links of your manufacturing, supply, retail, or wholesale business or any other business of this type.

3.6. Publish, post, upload, link to, discuss, disseminate, mention, or list your own personal contact information if it is for the purpose of advertising, distributing or selling products or services that you or someone else manufactures, supplies, distributes or sells.

3.7. Publish, post, upload, link to, discuss, disseminate, mention or list your or anyone else's age or e-mail address anywhere on the Site.

3.8. Publish, post, upload, link to, discuss, disseminate, mention or list names, telephone numbers, addresses, e-mail addresses, facsimile numbers, domain names or websites of any other Users.

3.9. Defame, abuse, harass, stalk, threaten, offend, provoke, name call, or otherwise violate the legal rights (including the rights of privacy and publicity) of others.

3.10. Publish, post, upload, disseminate, use or make comments that are of an abusive, violent, inappropriate, vulgar, profane, defamatory, obscene, indecent, sexually explicit, pornographic, or otherwise objectionable or unlawful nature.

3.11. Publish, post, discuss, upload, disseminate or mention information that contains content intended to victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age, disability, or sexual orientation. Hate speech of any kind is not permitted on the Site.

3.12. Publish, post, discuss, upload, disseminate or mention illegal activities of any kind, including, without limitation, references to illegal drug use, terrorist activities, making or buying illegal weapons, violating someone else's privacy or child pornography.

3.13. Publish, post, upload, disseminate, post Web links to or otherwise make available any content, which is obscene, lewd, violent, sexually explicit, pornographic or otherwise objectionable or illegal.

3.14. Publish, post, upload, use or otherwise make available, pass off as your own, or solicit for exchange, sale or purchase, any content protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

3.15. Post, upload, disseminate, link to, use, modify, copy, reproduce, republish, transmit or otherwise make available any content, which is made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other personal or proprietary right of any party.

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

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

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

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

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

3.21. Create a false identity on the Site for the purpose of misleading others.

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

3.23. Register on the Site under a new User name if SSI has restricted, suspended or terminated your use or Membership on the Site.

- 3.24. Register more than once or register more than one User name on the Site. If you register more than once or register any additional User name(s), SSI will delete any additional registration and/or User name from the Site and system.
- 3.25. Register with a User name that is offensive, deceptive or violates any other party's rights.
- 3.26. Register on the Site if you are under the age of 14.
- 3.27. Register on the Site with a non-working or inactive e-mail address, or someone else's e-mail address other than your own.
- 3.28. Publish, post, upload, disseminate, discuss, mention or insinuate false information about other Users.
- 3.29. Publish, post, upload, disseminate, discuss or mention the value, validity or effectiveness of products or services of sponsors if you have never owned or used such product or services.

4. UNSOLICITED IDEA SUBMISSION POLICY.

SSI welcomes your comments and feedback about the Site and the Services. Note that SSI does not accept or consider unsolicited submissions concerning its business or operations, including, but not limited to, original ideas for new advertising campaigns, promotions, products, services, technologies, processes, materials, marketing plans or new product/service names. Please do not send SSI such submissions. The purpose of this policy is to avoid potential misunderstandings or disputes when SSI's services, products or marketing strategies appear similar to ideas submitted to SSI.

5. COPYRIGHT COMPLAINTS.

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

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

Copyright Agent:

Liz Kleinberg
General Counsel
Social Sentinel, Inc.
128 Lakeside Ave., Suite 302
Burlington, VT 05401
[REDACTED]
lkleinberg@socialsentinel.com

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

7. **COPYRIGHT NOTICE.** Copyright © 2016 Social Sentinel, Inc. All rights reserved.



8. **TRADEMARKS.** SOCIAL SENTINEL, ASSESS ALERT AVERT, LOCAL+, SENTINEL SEARCH, are trademarks of Social Sentinel, Inc.

9. [Intentionally omitted.]

10. **INDEMNITY.** The indemnity provisions of the Social Sentinel Services Agreement apply.

11. **MISCELLANEOUS.** If any provision of this TOU Agreement is held unenforceable, the remaining provisions will be enforced to the maximum extent possible. No waiver by either party of any rights under this TOU Agreement constitutes a waiver of any other right, or right to enforce any subsequent breach of this TOU Agreement. In the event either party is forced to enforce its rights against the other, in addition to any other remedies, you agree to pay SSI's reasonable costs, including attorneys' fees and costs of suit.

EXHIBIT D

SOCIAL SENTINEL, INC. PRIVACY POLICY

NOTE: In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) Exhibit A - Arizona State University Supplemental Terms and Conditions; (2) the Social Sentinel Services Agreement Terms and Conditions; (3) Exhibit B – Order Form; (4) Social Sentinel Terms of Use and Privacy Policy.

SSI Privacy Policy

Social Sentinel, Inc. (“SSI”) has created this Privacy Policy (“Privacy Policy”) to demonstrate its commitment to fully disclosing the information collection and use practices applicable to the SocialSentinel.com website (the “Site”).

This Privacy Policy covers only information collected by SSI through your use of the Site or the Social Sentinel® services, which include SSI’s social media threat alert service (the “Services”). SSI is not responsible for any third party information that you may access while using the Services, including publicly available social media information made available by third party social media services. For policies applicable to third-party information that you may access while using the Services, see the privacy policies of such third parties.

This Privacy Policy is being provided to users and clients of the Services for information purposes only and is not intended to and shall not be construed to give any third party any interest or rights (including any third party beneficiary rights) with respect to or in connection with any representation or provision contained herein or contemplated hereby.

1. Types of Information and Method of Collection

Sections 1 through 5 of this Privacy Policy apply to information collected from or about you through your use of the Services (“User Information”). Sections 1 through 5 of this Privacy Policy DO NOT apply to information that is publicly available from third party social media services (“Publicly Available Social Media Information”). SSI’s policies and procedures regarding the use of Publicly Available Social Media Information are set forth in Section 6 below.

Collection of User Information

- **By Browsing.** As you browse the Site, the Internet protocol (IP) address of your computer, “cookies” (described below) and other standard tracking data SSI uses to evaluate Site traffic and usage patterns are collected. Such information is aggregated with tracking data from all Site visitors. If you only browse this Site, you are not required to identify yourself or provide any personally identifiable information. For purposes of this Privacy Policy, the term “**Personally Identifiable Information**” refers to any information that identifies or can be used to identify, contact, or locate the person to whom such information pertains.
- **By User’s Voluntary Submission.** When using any feature of the Services that allows for unilateral or multilateral communication between yourself and SSI or other users of the Services, you may choose to provide other User Information, including Personally Identifiable Information. If you publicly post Personally Identifiable Information anywhere on the Site, it will be available to third parties and you may receive unsolicited messages from those parties. SSI has no obligation to ensure the security or confidentiality of any information you choose to make publicly available through the Site that allows for

unilateral or multilateral communication between yourself and other users of the Services. Also, SSI cannot ensure that parties who have access to such information will respect your privacy. Please exercise caution when deciding to publicly disclose Personally Identifiable Information.

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

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

Information on Children

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

2. How Collected Information May Be Used

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

SSI may use User Information collected and provided, individually or in an aggregate form, as follows:

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

3. With Whom Collected Information is Shared

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

User Data: We may share User Information that is not Personally Identifiable Information, for any purpose. SSI will not, without your prior written permission, share such information in a form that allows other members or third parties to link it to any Personally Identifiable Information.

Aggregate Information: We may share User Information in aggregate form, such as general demographics and Site usage statistics, with third party advertisers, sponsors or other organizations. We do not share specific demographic information.

Business Transfers: With Your prior written agreement, the Site, SSI and/or a subsidiary or division of SSI may be sold along with its assets, or other transactions may occur, in which your non-Personally Identifiable Information (i.e., information that is not Personally Identifiable Information) is one of the business assets transferred. In such a case, your User Information may be one of the business assets we transfer.

Legal Process: SSI reserves the right to disclose User Information, including your non-Personally Identifiable Information, as required by law and when SSI believes that such disclosure is necessary to protect SSI's rights and/or comply with a judicial proceeding, subpoena, court order or other legal process served on SSI. The disclosure of this information be with notice to you.

4. Security and Encryption

While there is no such thing as "perfect security," SSI takes commercially reasonable precautions to protect User Information. Our security policies are reviewed periodically and revised as required.

5. Third Party Links, Websites, and Cookies

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

6. Use of Publicly Available Social Media Information

This Section 6 applies to Publicly Available Social Media Information that you may access from the Services as part of SSI's Social Sentinel[®] social media threat alert service.

SSI has no intention of, nor the capability to, gather private information of users that is not publicly available from the social media services they use. In general, the Services enable SSI's clients to aggregate and assess the threats shared publicly on social media and blog streams originating from a specific geographic location or including specific keywords, hashtags or other data fields, searched inside or outside a geofence, for potential threats to security, public safety, harm, self-harm or acts of violence. These results will be shared with SSI's clients to allow those clients to conduct assessments of potential harm, self-harm and acts of violence, and to determine what further steps should be taken, if any, to address such concerns. SSI also may share these results in response to a valid law enforcement request or legal process, to protect SSI's rights and property or those of third parties, or as otherwise permitted or required by law.

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


8. SSI Contact Information

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

Liz Kleinberg

General Counsel

kleinberg@socialsentinel.com


128 Lakeside Avenue, Suite 302, Burlington, Vermont 05401-4939.



Amendment #1
To Social Sentinel Services Agreement
Terms and Conditions

This Amendment #1 amends the Agreement effective December 19, 2016 between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY ("ASU") and Social Sentinel, Inc. ("Social Sentinel") as previously amended (the "Agreement").

The parties agree to amend the Agreement as follows

- 1. The term of the Agreement shall be renewed one (1) year: January 1, 2018 through December 31, 2018.

All other terms and conditions shall remain the same as outlined in the Agreement, as amended.

The parties have caused this Amendment to be signed by their duly authorized representatives on the date set forth below.

THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY:

Social Sentinel, Inc.:

Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

Social Sentinel, Inc.
128 Lakeside Ave., Suite 302
Burlington, VT 05401

DocuSigned by:
By: FRANK HARVEY
C3EE2C4CA11E492

By: David B. Stetson

Printed Name: FRANK HARVEY

Printed Name: DAVID B. STETSON

Title: Procurement Contracts specialist, sr.

Title: PRESIDENT & COO

Date: February 12, 2018

Date: FEB 12, 2018



Amendment #2
To Social Sentinel Services Agreement

This Amendment #2 amends the Agreement effective December 31, 2016 between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY ("ASU") and Social Sentinel, Inc. ("SSI") as previously amended ("the Agreement").

The parties agree to amend the Agreement as follows

1. The term of the Agreement shall be renewed two (2) years: January 1, 2019 through December 31, 2020.
2. Section 10 (Information Security) of Exhibit A is hereby revised and shall read as follows:

10. Information Security. All systems, software, services, and devices that store, transmit, or otherwise process ASU Data (each, a System) must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable law, rules, and regulation. ASU Data means: all data and information that ASU provides to SSI, as well as all data and information managed by SSI on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to this Contract, even if generated by SSI, as well as all data obtained or extracted through ASU's or SSI's use of such data or information. ASU Data also includes all data and information provided directly to SSI by ASU students and employees, and includes personal data, metadata, and user content.

- a. With respect to each System, SSI and its contractors at all tiers (directly and through their third party service providers) will meet the following requirements:
 1. Access Control. Control access to ASU's resources, including ASU Data, limiting access to legitimate business need based on an individual's job-related assignment, approve and track access to ensure proper usage and accountability, and make such information available to ASU for review, upon ASU's request.
 2. Incident Reporting. Report information security incidents that affect ASU Data to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, successful network intrusions, malware infection, and unauthorized access or modifications).
 3. Off Shore. Ensure (i) that all development or modification of software for ASU is performed only within the borders of the United States, and (ii) all ASU Data (including any backup copies) are stored, accessed from, and otherwise processed only within the borders of the United States.
 4. Patch Management. Carry out updates and patch management for all Systems in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon ASU's request.
 5. Encryption. Ensure all Systems use an industry standard encryption protocol for sensitive data, personal data, or personally identifiable data, as those terms may be defined in applicable laws, rules and regulations (PII), in transit and at rest (as documented in NIST 800-57, or equivalent).
 6. Notifications. Notify ASU immediately if SSI receives any kind of subpoena for or involving ASU Data, if any third party requests ASU Data, or if SSI has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU information Security at Infosec@asu.edu, in addition to any other notice addresses in this Agreement.
 7. Backup and Restoration. Ensure that all ASU Data is available and accessible, and that adequate systems are in place to restore the availability and accessibility of all ASU Data in a timely manner in the event of a physical or technical threat.

8. Privacy by Design. When developing, designing, selecting, and using Systems for processing sensitive data, personal data, or personally identifiable data, as those terms may be defined in applicable laws, rules and regulations (PII), SSI will, with due regard to the state of the art, incorporate and implement data privacy best practices.
- b. In addition to Section 10(a) above, the following provision apply if: (i) SSI receives, stores, or analyzes ASU Data (including if the data is not online); or (ii) SSI is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data:

Social Sentinel represents that the data it receives, stores, or analyzes pursuant to its provision of the Social Sentinel Service to ASU are data consisting of threats shared publicly on third-party social media platforms, and accordingly this provision is inapplicable. Notwithstanding the foregoing, Social Sentinel acknowledges the following provision and agrees to comply to the extent it is applicable to the Social Sentinel Service:

1. Third Party Security Audits. Complete certified third party audit (such as SO2 Type II or substantially equivalent) in accordance with then current industry standards, which audits are subject to review by ASU upon ASU's request. Currently, no more than two audits per year are required.
 2. Penetration Tests. Perform periodic third party scans, including penetration tests, for unauthorized applications, services code, and system vulnerabilities on each System in accordance with industry standards and ASU standards (as documented in NIST 800-115 or equivalent), and must provide proof of testing to ASU upon ASU's request.
 3. Vulnerability Scanning. All web-based Systems are required to have a remediation plan and third party web application security scans in accordance with then current industry best practices or when required by applicable industry regulation or standards. Social Sentinel must correct weaknesses within a reasonable period of time, consistent with applicable industry regulation or standards, and consistent with the criticality of the risk, and Social Sentinel must provide proof of testing to ASU upon ASU's request.
- c. In addition to Section 10 (a)-(b) above, the following provision applies if: (i) ASU is purchasing or leasing software, or processing a software renewal; (ii) Social Sentinel is creating any code for ASU; or (iii) Social Sentinel is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data:
 1. ASU Rights. Allow ASU (directly or through third party service providers) to scan and/or penetration test any System regardless of where it resides.
 - d. In addition to Sections 10(a)-(c) above, the following provision applies if: (i) ASU is purchasing or leasing software, or processing a software renewal; (ii) Social Sentinel is creating any code for ASU; (iii) Social Sentinel is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data; or (iv), Social Sentinel is collecting PII or ASU Data via a link on an ASU.edu or other ASU managed webpage:
 1. Secure Development. Use secure development and coding standards including secure change management procedures in accordance with industry standards. Prior to releasing new software versions, Social Sentinel will perform quality assurance testing and penetration testing and/or scanning. Social Sentinel will provide to ASU for review, upon ASU request, evidence of a secure software development life cycle (SDLC).

All other terms and conditions shall remain the same as outlined in the Agreement, as amended.

[Signature Page Follows]

The parties have caused this Amendment to be signed by their duly authorized representatives on the date set forth below.

THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY:

SOCIAL SENTINEL, INC.

By: DocuSigned by:
Allyson Taylor
40CAC9938EB4430

By: *Richard Gibbs*
Richard Gibbs (Jun 17, 2019)

Printed Name: Allyson Taylor

Printed Name: Richard Gibbs

Title: Buyer

Title: President

Date: June 17, 2019

Date: Jun 17, 2019

SOCIAL SENTINEL, INC.

SOCIAL SENTINEL® PRODUCTS ORDER FORM

Order Form Number:		Order Form Expiration Date:	June 1, 2019
Sales Contact:	Kate Napoli	Sales Contact Phone #:	[REDACTED]

Client Information			
Client Name:	Arizona State University (AZ)		
CLIENT SUPPORT Contact (for Product use)		FINANCE Contact (for invoicing matters)	
Contact Name:	Michael Thompson	Contact Name:	Allyson Taylor
Title:	Chief of Police	Title:	Supply Chain Management Buyer
Address:	PO Box 871812	Address:	PO Box 871812
City, State, ZIP:	Tempe, AZ 85287-1812	City, State, ZIP:	Tempe, AZ 85287-1812
Phone:	480-965-0771	Phone:	480-965-2074
Email:	Michael.L.Thompson@asu.edu	Email:	Allyson.taylor@asu.edu

Does Client require a PO?	YES
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Effective Date of Agreement:	January 1, 2019
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PLEASE READ THIS CAREFULLY: Social Sentinel, Inc. (“Social Sentinel”) and Arizona State University (“Client”) (together, the “Parties”) entered into the Social Sentinel® Services Agreement on December 31, 2016, as amended by the First Amendment on or about February 12, 2018. The Social Sentinel Services Agreement, as amended, together with this Order Form, are referred to herein as the “Agreement.” Pursuant to Section 4.1 of the Agreement, the Parties agree to renew the Agreement for the Term provided in the Exhibit to Social Sentinel Order Form, attached hereto.

Client’s use of any Social Sentinel® products and services (the “Services”) will be governed by the terms and conditions of the Agreement. By signing this Order Form, the Parties agree to be bound by the terms and conditions of the Agreement effective as of the Effective Date. The Term for this Agreement will commence on the Effective Date and will continue for the duration set forth on the Exhibit to this Order Form, subject to any Termination provisions in the Agreement. 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. The person signing this Order Form represents and warrants that the person has the authority to bind Client and agrees that this Agreement may be electronically signed. The Parties agree the electronic signatures appearing on this Order Form are intended to authenticate this writing and have the same force and effect as hand-written signatures for purposes of validity, enforceability and admissibility.

SOCIAL SENTINEL, INC.	CLIENT:
Signature: <i>Richard Gibbs</i> <small>Richard Gibbs Jun 17, 2019</small>	Signature: <i>[Electronic Signature]</i> <small>[Electronic Signature]</small>
Print Name: Richard Gibbs	Print Name: Allyson Taylor
Title: President	Title: Buyer
Date: Jun 17, 2019	Date: June 17, 2019

EXHIBIT
to Social Sentinel Order Form

Term and Fees

• **TERM**

Term for Product(s)			
Annual Period 1	1/1/2019	to	12/31/2019
Annual Period 2	1/1/2020	to	12/31/2020

• **PRODUCTS AND FEES**

√	Product	Subtotal Annual Fees
√	Social Media Scanning	\$45,500.00
	Integration with Gmail*	
	Shareit†	
TOTAL ANNUAL FEES		\$45,500.00

* Currently available to K-12 education clients only.

† Client understands and agrees to the following terms regarding Shareit:

- (a) For HED Clients only: Social Sentinel will make Shareit available to HED Clients only when all of the following occur: (i) Social Sentinel is successful (in its sole determination) in developing Shareit for institutions of higher education; and (ii) Social Sentinel offers Shareit for license to the general population of institutions of higher education. Social Sentinel makes no representation that it will make Shareit available to HED Clients during the Term.
- (b) For all Clients: If Social Sentinel makes Shareit available to Client during the Term, Client's licensing term of Shareit will align with the Term. For example, and for illustrative purposes only, if Social Sentinel were to make Shareit available to Client during Annual Period 2, Client would be permitted to license Shareit under this Agreement for the remainder of Annual Period 2 and for Annual Period 3.