



SANTA ROSA COUNTY PUBLIC INFORMATION OFFICE

BRANDI THOMPSON WHITEHURST
Public Information Officer
brandiw@santarosa.fl.gov

4499 Pine Forest Road | Milton, Florida 32583

To: Tony Gomillion
From: Brandi Whitehurst
Date: July 15, 2016
Re: Social Media Archiving

Discussion:

Discussion of the adoption of a BOCC social media policy and the approval of the agreement with PageFreezer, Inc for social media archiving services at an annual cost of \$1248.

Background:

Like our physical documents and emails, government social media conversations and interactions are considered public data. Our social media files are easily accessible by the public, however it seems appropriate to provide a more robust social media archiving system. The utilization of an archiving application will make retrieving those files much easier if they are requested, and will also allow us the flexibility of editing and deleting posts while maintaining a backup copy for records. With our increasing social media accounts, and the potential of creating social media sites for the commissioners, I recommend we contract for these services.

After thorough research of well-established social media archiving applications, I propose that Santa Rosa County work with PageFreezer for archiving both our active and inactive social media accounts.

1. Twitter for Board of County Commissioners
2. Instagram for Board of County Commissioners
3. Instagram for Tourism Development Office
4. Instagram for Animal Services
5. Facebook for Board of County Commissioners
6. Facebook for Tourism Development Office
7. Facebook for Emergency Management
8. YouTube for Board of County Commissioners
9. LinkedIn for Board of County Commissioners
10. Facebook for District 1 – pending
11. Facebook for District 2 – pending
12. Facebook for District 3 – pending
13. Facebook for District 4 – pending
14. Facebook for District 5 – pending
15. Twitter for Economic Development Office – suspended
16. Twitter for Tourism Development Office – suspended
17. NextDoor for Emergency Management – for later consideration

Please see the following information on archiving applications and my recommendation:

Recommended PageFreezer - \$150 set up, \$104/month for 16 accounts

Pluses – Allows you to set up timelines for retention/destruction. They are the only service that archives NextDoor. You can download all your files at any time. They can archive edited comments. PageFreezer provides native format records, or what the PageFreezer representative called “evidentiary quality” records. Records can be saved for any amount of time. They can also archive web sites, if that service is needed later.

ArchiveSocial - \$399/month for unlimited accounts (Standard Plan) and 3000 record per month (probably adequate if there is a large scale disaster, they will not charge for overages).

Pluses – Easy set-up, no IT needed. Good resources. Transparency and easy to understand formatting, recommended from trainers in recent social media webinar, working on archiving NextDoor if we want to add that later.

Minus – Costly and they can't archived edited files.

Smarsh – \$500 set up/\$150 month plus \$10 for each account (\$290/month for 14 active accounts)

Pluses – offers text messaging/web archiving and will send monthly DVD.

Minuses – costly.

I am utilizing Pagefreezer's offer of a free trial for July however I am requesting a budget transfer to cover the \$358 for their services for the remainder of the fiscal year (August, September). With your approval, I would like to request a transfer of funds from Dues & Memberships to Communications to cover this cost.

I also respectfully request an amendment of my 2016-17 budget to include an additional \$1248 in Communications for archiving services for the next fiscal year.

Contract from Pagefreezer



PageFreezer

Santa Rosa County Board of County Commissioners - Social Media Compliance

Prepared For

Santa Rosa County Board of County Commissioners
6495 Caroline Street, Milton, FL 32570
United States

Created By

Nate Dempsey
PageFreezer Software, Inc.
(604) 800 0631
nate@pagefreezer.com
<http://www.pagefreezer.com>

PageFreezer Order Form

May 23rd, 2016
Quote: 27889166

Sales person: Nate Dempsey
Email: nate@pagefreezer.com

Name	Price	QTY	Subtotal
Helpdesk Standard Weekdays, 9am-5pm PST, excl. holidays, email, phone, web support, online ticket system, knowledge base, user documentation.	\$0.00	1	\$0.00
PageFreezer - Social Media Compliance LITE Bundle Social Media Archiving for up to 16 social media accounts. Includes continuous account monitoring and archiving at the API (Application Programming Interface) level. SEC, FINRA, Open Record compliant. API access/capture to/from Facebook, Twitter, LinkedIn, Instagram, YouTube, Google+, Pinterest. Integration with third party email archiving vendors on request.	\$104.00	1	\$104.00
Set-up and configuration Set up and configure the website and social media accounts for archiving; set up user account access including user names and passwords; initial troubleshooting and quality assurance; administrative setup for capture engine; test captures; capture optimization; QA cycle - internal; QA cycle - with client;	\$100.00	1.5	\$150.00

**Total Cost: \$150
+ \$104/Month**

Terms & Conditions

This is a quotation on the goods named, subject to the following conditions:

Santa Rosa County Board of County Commissioners - Social Media Compliance

- i) All prices in USD and excluding sales tax
- ii) PageFreezer Subscription Agreement
- iii) Monthly credit card payment, with an additional 5% processing fee. Billing begins August 1st, 2016, with complementary service up until August.
- iv) Subscription runs from date of order, until July 31st, 2017. Subscription will auto-renew annually thereafter until cancellation.
- v) Cloud data storage in our SSAE-16 compliant data center

PageFreezer Subscription Agreement

THIS SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR PURCHASE AND ONGOING USE OF PAGEFREEZER SERVICES.

BY ACCEPTING THIS AGREEMENT BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on November 25, 2015. It is effective between You and Us as of the date of You are accepting this Agreement.

1 DEFINITIONS

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“PageFreezer Services” means the webpage archiving services described in the User Guide.

“Order Form” means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

“Purchased Services” means Services that You or Your Affiliates purchase under an Order Form.

“Services” means the online, Web-based archival services and platform provided by Us for Your Web Sites via <http://www.PageFreezer.com> and/or other designated websites, the features and technical limitations of which are described in the User Guide, and that are ordered by You as part of a 30- day free trial or under an Order Form.

“User Guide” means the online user guide for the Services, accessible via <http://www.PageFreezer.com>, as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide.

“Web Sites” means world wide web sites which are registered to You or Your affiliates and which have been registered by You to use the Services and, for whom subscriptions to a Service have been purchased.

“We,” “Us” or “Our” means PageFreezer Software, Inc., a Canadian corporation, the company described in Article 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

“Your Data” means all electronic data or information archived for You by the Purchased Services.

2 PURCHASED SERVICES

2.1 Provision of Purchased Services.

We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2 Web Site Subscriptions.

Unless otherwise specified in the applicable Order Form, (i) Services are purchased as Web Site subscriptions,

additional Web Site subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional Web Site subscriptions are added, and (ii) the added Web Site subscriptions shall terminate on the same date as the pre-existing subscriptions. Web Site subscriptions may be reassigned to a new Web Site replacing a former Web Site which no longer requires ongoing use of the Services.

3 USE OF THE SERVICES

3.1 Our Responsibilities.

We shall use commercially reasonable efforts to make the Purchased Services available on a daily basis for each Web Site, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays. We will provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2 PageFreezer Services.

If the Order Form indicates You have purchased the PageFreezer Services, We will use commercially

reasonable efforts to archive and time stamp the Web Site or Web Sites, or portions thereof, indicated in the Order Form at the frequency specified on the Order Form. As more fully described in the User Guide, the PageFreezer Services store the archived data at Our data center and mirror that data to a geographically remote data center. During the period of Your subscription We will not intentionally override, change or destroy any archived copy except in connection with migrating the archive to another storage device and, then, only after a copy has been placed on the storage device to which the archive is being migrated.

3.3 Litigation Hold.

If you wish to place a litigation hold on some or all of Your data archived by Us, You shall send an email to legal@pagefreezer.com identifying the pages and dates You would like Us to hold or give Us notice using the web form made available to You for that purpose on Our website. Within one (1) business day after receipt of Your request, We will confirm to You that we have received Your request by sending an email to the address We have on file for You. Within two (2) business days after Our receipt of Your request, We will flag those pages and dates so that they are identified as not to be deleted and confirm to You by email that this has been done. Within three (3) business days after the receipt of Your request, We will export the pages and dates identified by You from the archives stored on Our servers (the cost of this Service is price per gigabyte of the data exported). We will export the data in a printable format and/or its native format including the digital signatures and timestamps. We may change the process for implementing a litigation hold by updating the User Guide. Please consult the User Guide for any changes to these procedures.

3.4 Your Responsibilities.

You shall (i) be responsible for making each Web Site available for archiving by Us, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, (iii) ensure that all Your Web Site pages accessed by our Services are accessible from Internet without restrictions and that Our software and Services are granted access to all of Your Web Sites, (iv) specify Your Web Sites and sub-sites to be within the scope of Our Services, ensure that Your Web Site and each individual page within the scope of Our Services are accessible to Our software and Services and resolve any network problems, server overload or availability problems, or any other technical issues that may affect the accessibility and availability of Your Web Site and each Web Site page, (v) arrange for any export of data from the archives stored on Our server that You wish to obtain, (vi) use the Services only in accordance with the User Guide and applicable laws and government regulations, (vii) request an export of Your data from Our servers after the termination of this Agreement within the time period specified in Section 10.5 (Return of Your Data) (there is a fee for the data export which will cover the courier costs for the disks to be shipped to You), and (viii) be responsible for verifying and ensuring that under applicable law the data generated by Our Services are admissible in court proceedings or any other legal proceedings that You may wish to utilize the data. You shall not store anything on Your Web Sites that You register for Services that We cannot lawfully copy.

3.5 Usage Limitations.

Services may be subject to other limitations, such as, for example, limits on disk storage space and on the number of calls You are permitted to make against Our application programming interface. Any such

limitations are specified in the User Guide. The Services provide real-time information to enable You to monitor Your compliance with such limitations.

4 FEES AND PAYMENT FOR PURCHASED SERVICES

4.1 Fees.

You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on Services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of Web Site subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Web Site subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for Web Site subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

4.2 Invoicing and Payment.

You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased Web Site Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the Services.

4.3 Overdue Charges.

If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).

4.4 Suspension of Service and Acceleration.

If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

4.5 Payment Disputes

We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

4.6 Taxes.

Unless otherwise stated, Our fees 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. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

5 PROPRIETARY RIGHTS

5.1 Reservation of Rights.

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 Restrictions.

You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iii) reverse engineer the Services, or (iv) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 Ownership of Your Data.

As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

5.4 Suggestions.

We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, relating to the operation of the Services.

6 CONFIDENTIALITY

6.1 Definition of Confidential Information.

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing

Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. This service will comply with Chapter 119 of the Florida Public Record Laws.

6.2 Protection of Confidential Information.

Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

6.3 Protection of Your Data.

Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

6.4 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7 WARRANTIES AND DISCLAIMERS

7.1 Our Warranties.

We warrant that the Services shall perform materially in accordance with the User Guide, and the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 Your Warranties.

You warrant that You own the Web Site that You register for Services. By registering Your Web Site for Services, You warrant that You have the right to, and hereby grant, Us permission to access Your Web Site with Services, including, but not limited to, archiving Your Web Site, sub-sites and/or Web Site pages.

7.3 Mutual Warranties.

Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) will not intentionally transmit to the other party any Malicious Code and will utilize reasonable efforts to detect and remove Malicious Code from any materials subject to this Agreement by using virus scanning or other similar tools and techniques.

7.4 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 MUTUAL INDEMNIFICATION

8.1 Indemnification by Us.

We shall defend You against any claim, demand, suit, or proceeding (“Claim”) made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney’s fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

8.2 Indemnification by You.

You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney’s fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement

of the Claim (provided that You may not settle any Claim unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 Exclusive Remedy.

This Article 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Article.

9 LIMITATION OF LIABILITY

9.1 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE GREATER OF \$100,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER ARTICLE 4 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2 Exclusion of Consequential and Related Damages.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.3 Additional Limits on Our Liability.

We are not responsible for: (i) Your Web Site or any of Your Web Site pages or data being excluded from Our Services due to the access limits placed by You on Your Web Site, sub-site, page, and/or Your Data, (ii) Your Web Site, any sub-site, page, and/or Your Data excluded from Our Services due to not being specified by You as being in scope of Our Services, (iii) Your Web Site, any sub-site, page, and/or Your Data excluded from Our Services due to Internet or Your network problems, Your server overload, availability, and/or accessibility problems, or due to any other technical problems that may affect availability and/or accessibility of Your Web Site, any sub-site, page, and/or Your Data, (iv) any negative effect on You by Our Web Site being offline from time to time for maintenance, (v) loss of Your Data after the termination of this Agreement when You had failed to request an export of Your Data from Our systems within the data hold period specified in Section 10.5 (Return of Your Data), and (vi) refusal for any court, law enforcement agency, or dispute resolution venue to accept or recognize for any purpose the data generated by Our Services.

10 TERM AND TERMINATION

10.1 Term of Agreement.

This Agreement commences on the date You accept it and continues until all Web Site subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a 30-day free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the 30-day free trial period.

10.2 Term of Purchased Web Site Subscriptions.

Web Site subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Web Site subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 10% over the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 Termination for Cause.

A party may terminate this Agreement for cause: (i) upon 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) 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.

10.4 Refund or Payment upon Termination.

Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5 Return of Your Data.

Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription and upon payment to Us of the applicable data export fees, We will make available to You for download a file of Your Data in the native file formats along with attachments in their native formats. The data export fee at the end of the Term of this Agreement or in the event of Termination is \$500.00 for the first 200GB (200 GigaBytes) and then \$50.00 for every 10GB thereafter. At the end of the 30-day period, We shall have no obligation to maintain or provide any of Your Data and we may, unless legally prohibited and at our own discretion when permitted, delete all of Your Data in Our systems without notice or confirmation. If You elect to purge Your Data and require confirmation or destruction on, or before, a specific date, We will destroy the Data and provide You with a Certificate of Destruction for a one-time fee of \$300.00.

10.6 Surviving Provisions.

Articles 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 8 (Mutual Indemnification), 9 (Limitation of Liability), 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 12 (General Provisions) and Sections 7.4 (Disclaimer), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data) shall survive any termination or expiration of this Agreement.

11 WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

11.1 General.

Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled.

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
In North America	PageFreezer Software, Inc.	PageFreezer Software, Inc.	Washington State	Washington State

11.2 Manner of Giving Notice.

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

11.3 Agreement to Governing Law and Jurisdiction.

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

11.4 Waiver of Jury Trial.

Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12 GENERAL PROVISIONS

12.1 Export Compliance.

Each party shall comply with the export laws and regulations of the United States and other applicable

jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit use Services in violation of any U.S. export embargo, prohibition or restriction.

12.2 Relationship of the Parties.

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

12.3 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

12.4 Waiver and Cumulative Remedies.

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6 Attorney Fees.

You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment)

12.7 Assignment.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Only in the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8 Entire Agreement.

This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties 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 shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Additional Provisions:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA

STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Brandi Thompson Whitehurst
Santa Rosa County Public Information Officer
4499 Pine Forest Road | Milton, Florida 32583
P: 850.983.5254

PageFreezer will comply with Florida Public Record Laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public

agency.

In WITNESS WHEREOF, I have signed this agreement effective as of the day and year upon completion of signing.

Name: _____

Date: _____

Title: _____

Draft Social Media Policy for Official District Facebook Pages

Draft Commission District Social Media Policy

Background

Social networking sites and online communities can be used effectively to communicate information about events, policy, public safety, tourism and economic development opportunities, and more. The Santa Rosa County BoCC is committed to establishing and maintaining meaningful two-way communication with the community we serve and recognizes that social networking provides an additional outreach tool and is an appropriate message delivery method in certain situations.

Records Retention

Because Florida's Sunshine Law relating to public records is one of the most stringent in the nation, Santa Rosa County social media sites must be established using a specific set of standard operating protocols to ensure compliance Florida Statute 119 (Public Record Law) and Florida Statute 286 (Sunshine Law). Additionally, a third-party archiving system should be utilized to retain public records (including posts, comments, incoming and outgoing messages, videos and photos/graphics) following the required retention schedule of NEED INFO.

Authorized Use

Authorized users of official commission district social media sites (including Facebook) are to include the elected commissioner of that district and staff of the Public Information Office. Users should abide by the following guidelines:

1. To prevent Sunshine Law violations, county commissioners and advisory committee members must not use the county's social networking sites or messaging applications to engage in an exchange or discussion of matters that could foreseeably come before the BoCC or advisory committee for official action.
2. County commissioners or any other elected officials may not use the county's social networking sites for campaigning purposes.
3. While the official district commission social media sites are to have a county-branded profile including but not limited to the Santa Rosa County name, approved/official Santa Rosa County logo, approved official secondary logos, a county e-mail address or county telephone number for contact purposes, or post official division information, resources, calendars, and events. Sites are to be constructed by the public information office or authorized designee and design (example: profile and cover images) should follow set graphic standards and naming conventions to maintain a consistent brand.
4. Use good judgment and post items of interest to current or prospective Santa Rosa County residents, businesses and visitors. Posts should be written in a manner that reflects positively on county initiatives, programs and endeavors – focusing on benefits to residents and the community at large.
5. Direct any social network request for official county action to the appropriate resource, including the Santa Rosa County website, a county e-mail address or the county's customer service line.
6. Each social media site maintained by Santa Rosa County should have all profanity filters set to "high" and should, where appropriate, post the following public records law disclaimer and inappropriate use policy:

Sample Facebook Page

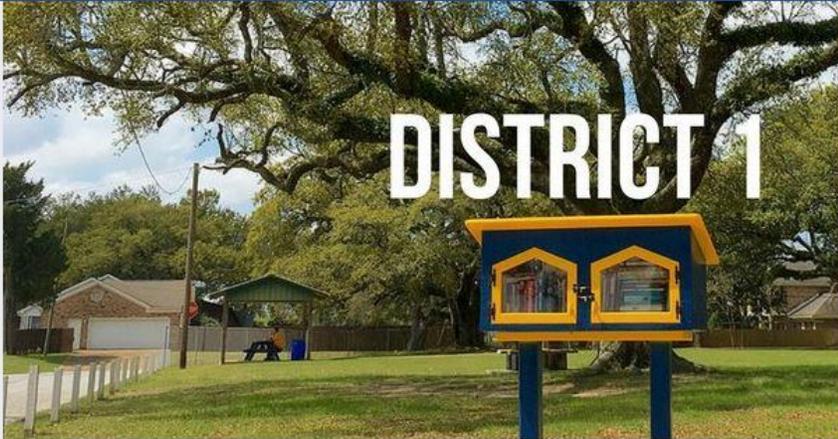


Santa Rosa County District One
@SRCBOCCDistrict1

Home

About
Photos
Likes
Videos
Posts

Create a Page

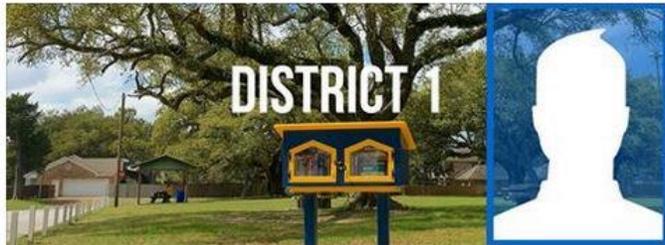




Like More

Sign Up

 **Santa Rosa County District One** updated their cover photo.
13 mins · 🌐



Like Comment Share

Government Organization · Milton, Florida

Search for posts on this Page

Invite friends to like this Page

ABOUT

6495 Caroline Street
Milton, FL 32570 Save
(850) 983-1877
<http://www.santarosa.fl.gov/>

PHOTOS

 **Santa Rosa County District One** shared Santa Rosa County Board of County Commissioners's post.
20 hrs · 🌐

Our FY 2016-2017 budget is now online!



