

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: June 14, 2022

Consent       Regular  
 Ordinance       Public Hearing

Department: Public Affairs

Submitted By: Public Affairs

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve a digital assets management software subscription agreement between Palm Beach County and Canto, Inc. in the amount of \$12,125 annually for a term of 36 months for organization, storage and tagging of county graphics, photos and video files.

**Summary:** The Public Affairs Department requests approval of a cloud based digital assets management software subscription for organization, storage and tagging of county graphics, photos and video files. This subscription agreement requires the County agree to limit Canto's liability to \$500,000 for direct damages and Cantos will be indemnifying the County for all third party claims. In accordance with PPM CW-F-049, the Department of Risk Management and the County Attorney's Office have reviewed the terms and have agreed to the deviations. The agreement is exempt from the purchasing code as copyrighted material. Countywide (AH)

**Background and Justification (or Policy Issues):** Staff identified the need for a software solution to organize, tag and store official county graphics, photos and videos for ease of location and use by staff as well as approved distribution to external agencies for specific uses. The software was reviewed by the County's ISS cybersecurity team and was found to have no significant cybersecurity threats to the county network infrastructure.

**Attachments:**

- 1. Software Subscription Agreement
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Recommended by:       6/8/22  
Department Director      Date

Approved By:       6/14/22  
County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	\$12,125	\$12,125	\$12,125		
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$12,125	\$12,125	\$12,125		
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget? Yes  X  No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No  X

**Budget Account No:**

Fund  0001  Dept  640  Unit  6405  Object  5401  Program Period \_\_\_\_\_


**B. Recommended Sources of Funds/Summary of Fiscal Impact:**


**C. Departmental Fiscal Review:**

  
 John Jamason, Division Director II

**III. REVIEW COMMENTS:**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

  
 OFMB  
 6/10/22

  
 Contract Dev. & Control  
 6-13-22 TW

**B. Legal Sufficiency**

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review**

\_\_\_\_\_  
 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)



Proposal for: Palm Beach County  
Proposal Date: June 03, 2022  
Proposal Valid Through: June 30, 2022  
Prepared By: Andrew Hurley

## Canto Order Form

### Platform

Canto Platform Features	Description	Quantity
Canto Platform	Centralize, organize & share your brand assets. See "Included & Unlimited features" for more.	Included
Power Users	Administrators, Contributors & Custom Power User seats	5 Seats
Storage	Your Canto account powered by AWS storage & image recognition	1 TB
Video Module	<ul style="list-style-type: none"> <li>Video Smart Tags: 100 Video hours</li> <li>Video Facial Recognition: 100 Video hours</li> <li>Video Transcription for Subtitles: 0 Video hours</li> <li>Embedded Videos: 0 Video files</li> </ul>	Included
Customer Success Manager	Dedicated account manager for ongoing training & support	Included
		Subscription fee
		\$17,000
		Discount
		28.68%
		<b>Total Annual Subscription Fees</b>
		<b>\$12,125</b>

### Implementation

Implementation	Description	Quantity
Implementation Manager	Dedicated implementation specialist to ensure onboarding success	30 Days
		Total Implementation fee
		\$2,000
		Discount
		100%
		<b>Total Implementation Fees</b>
		<b>\$0</b>

<b>Total First Year Fees (Subscription + Implementation Fees)</b>	<b>\$12,125</b>
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### Additional Subscription Years

Subscription	Net Price
Subscription Fee Year 2	\$12,125
Subscription Fee Year 3	\$12,125

<b>Total Contract Value</b>	<b>\$36,375</b>
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## Included & Unlimited Features

Canto delivers unmatched value and power within your account to help you make the most of your DAM investment. The following features are included with your subscription at free of charge:

Included Features	Description	Quantity
<b>Users:</b>		
Consumer	Named users with search, preview, download & share privileges	Unlimited
Guests	Public access to pre-approved content	Unlimited
<b>Sharing</b>		
Portals	Branded, customizable, shareable library segments	Unlimited
Style Guides	Portals designed to share brand guidelines	Unlimited
Share Links	Custom links for file sharing (individual or bulk)	Unlimited
CDN Links	Direct links to assets for sharing and embedding	Included
<b>Collaboration</b>		
Upload Links	Custom links to collect and upload files from 3rd parties	Unlimited
Workspaces	Private space for in-progress content	Unlimited
Asset Workflows	Create & manage content approvals workflow	Unlimited
<b>Advanced Metadata</b>		
Smart Tags	Automatic AI tags applied to files	Unlimited
Facial Recognition for Images	Recognize faces in images, enables search by face	Unlimited
OCR for PDF	Extract text as metadata from PDF files	Up to 1M PDF Pages
Text Recognition for Images	Recognize text and apply as metadata for search	Up to 5,000 files
<b>Integrations</b>		
Adobe Connector Plugin	InDesign, Photoshop, Illustrator & Premiere Pro	Included with Power Users
CMS Integration	Native integration with WordPress & Drupal	Included
Microsoft Office Connector	Teams, PowerPoint, Outlook, Word	Included
Cloud File Storage	GDrive, Dropbox, Box, SharePoint, OneDrive, Egnyte	Included
Zapier	No code integration between Canto and other apps	Included
Mailchimp	Add files to Mailchimp campaigns	Included
Social	Facebook, LinkedIn, Pinterest, Twitter, Vimeo, YouTube	Included
Chrome Extension	Drag & drop from Canto to your favorite apps	Included

Payment Terms	
Contract Effective Date	Upon Signature
Payment Frequency	Annual
Payment Type	Invoice
Payments Due	Net 45
Total Contract Years	3
Auto-renewal	No
Additional Notes:	

## Canto Terms of Service

These terms of service ("Terms") are a legally binding contract between you and Canto, Inc., ("Canto," "Vendor," "we," "us," or "our"), that you are agreeing to by registering for a Canto account (our "Services"). If you do not agree with these Terms, do not register or use any of our Services. If you are using our Services on behalf of an organization (for example, you are an account administrator), you are agreeing to these Terms for that organization and are promising to us that you have the authority to bind that organization to these Terms (in which event, "you" and "your" will refer to that organization).

### 1. Registration and Accounts

If your account requires registration, you must complete the registration process by providing complete and accurate information. You must also provide and maintain one dedicated email address for communications with Canto.

The Services have different levels of access and permissions for various user roles, including account administrator, contributor, consumer, and guest. You will not authorize or allow more users than the maximum number permitted for each role as specified in your Canto order form. If you are an account administrator, "your users" includes all of your administrators, contributors, and consumers.

You are solely responsible for all files and information that you or your users upload to or share through Canto and will ensure that your users comply with your obligations under these Terms. We may impose reasonable limits on uses of the Services, in the event a Customer uses the Services in a manner that is not intended by this Agreement to prevent degradation of the performance of the Services for you or other customers.

Only you may use your account and are responsible for your account. If you become aware of any unauthorized use of the Services or your account, please contact us immediately at [canto-support@canto.com](mailto:canto-support@canto.com). In addition, you are solely responsible to ensure that your hardware, network, Internet connection, and other equipment meet the requirements to use the Services.

### 2. Renewal of Services

Your agreement will renew for 1 or 2 additional years upon expiration of the then-current contract period, BUT WILL TERMINATE 5 YEARS AFTER THE EFFECTIVE DATE UNLESS TERMINATED SOONER BY BOTH PARTIES. You may change your auto-renewal selection at any time by providing written confirmation via email to your Canto Account Manager at least 30 days prior to the expiration of the then-current contract period.

### 3. Payment

You agree to pay the amount and, in the currency, specified in the Canto order form when you purchase the Services. All taxes and duties related to your purchase or use of the Services, if applicable, are your responsibility and obligation.

You must pay Canto the amount specified in your Canto order form within 30 days of the invoice date. We reserve the right to charge a late payment interest of 1.5% per month, or the maximum rate permitted by law if less than that, for any overdue amounts.

Any one-time onboarding and training services that we may provide will be specified in your Canto order form and are included within the meaning of "Services" in these Terms.

### 4. Changes to These Terms

We reserve the right to modify these Terms. We will post the most current version of these Terms on our website. If we make material changes to these Terms, we will notify you via the Services and/or by email to your primary email address. If you do not accept the changes, you must stop using the Services and cancel your account by contacting your account manager in writing requesting cancellation. Your continued use of the Services means that you are consenting to the updated terms.

### 5. Suspension or Termination of Your Account

We may suspend or terminate your account for any violation of these Terms, for any activities prohibited by these Terms, for circumstances beyond our control, or if required by law. If we do so, then your access to and use of the Services will be suspended or terminated immediately.

If we terminate for any violation of these Terms or for any activities prohibited by these Terms, you will not receive a refund of any payment even if time remains on your subscription. If we terminate for any other reason, we will refund to you a prorated amount based on the amount of time that would have otherwise remained on your subscription.

If we suspend or stop the Services before the end of any term you have paid us for (except for suspensions or terminations related to your violation of these Terms or for any activities prohibited by these Terms), we'll refund the portion of the fees for which you prepaid but did not receive the Services.

After any termination of your account, backup data is retained for only 29 days to comply with GDPR regulations. See Section 7 of these Terms regarding Backup Data for information about retrieving your backup data.

#### **6. Third-Party Integrations**

We may make available third-party applications, products, or services for use in connection with the Services ("**Third-Party Integration**"). Your use of any Third-Party Integration and rights with respect to such Third-Party Integration are solely between you and the applicable third party. Canto makes no warranties of any kind and assumes no liability of any kind for your use of any Third-Party Integration. If you have any questions or concerns regarding any Third-Party Integration, please contact the applicable third party.

#### **7. Backup Data**

As part of the Services, Canto regularly backs up data you upload to or transmit through the Services. We retain backup data for 29 days. All backup data is erased after 29 days unless you request otherwise in writing. You may retrieve backup data by downloading a copy of your backup data through the Services or by submitting a request in writing to [canto-support@canto.com](mailto:canto-support@canto.com).

#### **8. Customer Support**

Customer support is available by phone, email, and through the Services. Phone support is available Monday-Friday, 8am-5pm PST (excluding U.S. holidays). Customers may use these support resources to ask questions and to report errors or problems with the Services. These inquiries may also be submitted to Canto using the web support portal or by email to [canto-support@canto.com](mailto:canto-support@canto.com).

#### **9. Consent to Electronic Communications and Solicitation**

You agree that we may send you (including via email) information regarding the Services, such as notices about your use of the Services, updates to the Services and new features or offerings, and promotional information and materials. Notices emailed to you will be considered given and received when the email is sent.

#### **10. Canto Proprietary Rights**

You are not being granted any rights whatsoever in any intellectual property or proprietary rights of Canto or its licensors except for a limited, nonexclusive, nontransferable, and terminable license to use the Services solely for your authorized use as described in and subject to these Terms during your subscription period. All right, title, and interest, including all patents, copyrights, trade secrets, and any other intellectual property or proprietary rights, in and to the Services are owned solely by Canto and its licensors. This includes all know-how, technology, and other intellectual property or proprietary information developed during the provision of the Services. This also includes the right to aggregate anonymous data about your use of the Services and such aggregated data will be our property and used by us for product development purposes. No title to or ownership of any intellectual property or proprietary rights related to the Services is transferred to you or anyone else pursuant to these Terms.

If you or your users provide comments, suggestions, or recommendations to us about the Services ("**Feedback**"), you and your users are automatically assigning any such Feedback to us.



### 11. Restrictions on Use

You agree not to decompile, reverse engineer, or undertake any similar efforts with respect to the Services. You will not create any derivative works of the Services. You will not access or use the Services to develop your own software or services, benchmark the Services, frame or mirror the Services, or copy or modify of any part of the Services.

Moreover, you agree that you will not, and that you will not you encourage others or assist others to, harm the Services or use the Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organization, or Canto. You must not: (a) damage, disable, overburden, or impair the Services (or any connected network); (b) resell or redistribute the Services; (c) use any unauthorized means to modify, reroute, or gain access to the Services; (d) use any automated method to access or use the Services; or (e) use the Services to violate any law or anyone's rights or to distribute malware or malicious content.

You are solely responsible for compliance with applicable laws and regulations related to your and your users' use of the Services.

### 12. Your Content

All digital files that you or your users upload to or share through the Services ("Your Content") is yours. We do not control, verify, or endorse Your Content. You are solely responsible for Your Content. This includes making sure that you have all the rights you need to Your Content and that Your Content does not violate any law or these Terms.

To provide the Services, we need your permission to do things with Your Content, such as store it, back it up, share it with your users, and modify it to display it as part of the Services. You agree to provide Canto and others acting on our behalf all rights to do these things but only as necessary to provide the Services or as otherwise permitted by these Terms.

We respect the intellectual property of others and will respond to notices of alleged copyright infringement that comply with the law. We reserve the right to delete or disable Your Content alleged to violate copyright laws or this Agreement and reserve the right to terminate the account(s) of violators.

If you believe there has been a violation of your intellectual property rights, please contact our designated copyright agent by email at [canto-support@canto.com](mailto:canto-support@canto.com).

### 13. Disclaimers

TO THE EXTENT NOT PROHIBITED BY LAW, CANTO AND ITS AFFILIATES (AND ASSOCIATED SERVICE PROVIDERS) (A) PROVIDE THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE"; (B) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED (E.G., WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT); AND (C) DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

However, Canto shall, in accordance with the industry standards in this respect in its position as provider of the Services, make commercially reasonable efforts so that no malware or the like harmful components are knowingly and intentionally coded or introduced into the Services by Canto.

### 14. Indemnification

Vendor shall protect, defend, reimburse, indemnify and hold County, its agents employees, and elected officers harmless from and against all third party claims, liability, expenses, losses, costs, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise by a competent court, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of Vendor.

You will reasonably notify Canto of any such claim that is subject to Canto's indemnification obligation.

### 15. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL A PARTY, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR: ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF SUCH ENTITY OR PERSON HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT EXCLUDING THE LIMITATIONS HEREUNDER, THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO THE FEES PAID OR PAYABLE BY YOU TO CANTO FOR THE SERVICES WITH RESPECT TO YOUR THEN-CURRENT SUBSCRIPTION TERM, OR \$500,000, WHICHEVER IS GREATER. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, IN WHICH CASE SUCH LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

#### **16. Your Name and Logo**

Only with your prior written consent, we may issue press releases, public statements, or other publicity materials regarding the Services that reference you (including use of your branding) as a customer.

#### **17. Privacy Policy**

Your privacy is important to us. Please carefully review our privacy policy at <https://www.canto.com/privacy-policy/>, which is incorporated by reference into these Terms. Our privacy policy details the way we collect, use, and disclose information about you.

#### **18. General Terms**

##### **18.1 Assignment**

We may assign or transfer our rights and obligations under these Terms, in whole or in part, at any time without notice. You may not assign these Terms or transfer any rights to use the Services, unless we allow you to do so in writing.

##### **18.2 Waiver**

The failure of either of us to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any of our respective rights or remedies will not be construed as a waiver or relinquishment to any extent of such right to assert or rely upon any such provision, right, or remedy in that or any other instance, all of which will remain in full force and effect.

##### **18.3 Entire Agreement; Severability**

These Terms apply to the maximum extent permitted by law. If any government authority holds that we cannot enforce a part of these Terms as written, you and we will replace such part with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect. This is the entire agreement between you and us regarding its subject matter and supersedes any oral and written understandings, communications, or agreements regarding your use of the Services or other matters described in these Terms.

##### **18.4 Governing Law; Jurisdiction**

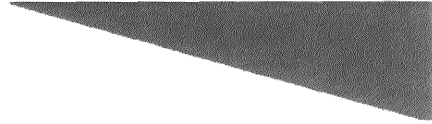
You agree that these Terms, and your relationship with Canto will be governed by the laws of the State of Florida, USA, regardless of conflict-of-laws principles. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph does not override those laws. We both agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to these Terms. We both agree that all of these claims can only be litigated in the federal or state courts in Palm Beach County, Florida, USA, and we each agree to exclusive personal jurisdiction in those courts. However, you agree that Canto can apply for injunctive remedies in any jurisdiction.

##### **18.5 Relationship**

Canto and you are not legal or joint venture partners or agents. We are independent contractors. These Terms are solely for your and our benefit. It is not for the benefit of any other person, except for permitted assignees and successors and no third party shall have any right in, under or to the Services or these Terms.

**18.6 U.S. Government Restricted Rights**

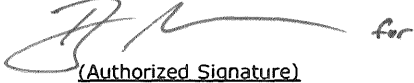
If you, or any of your users, is a U.S. government entity or if these Terms otherwise become subject to the Federal Acquisition Regulations (FAR), you acknowledge that elements of the Services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government user as commercial computer software and commercial computer software documentation subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. government end users acquire such software and documentation with only those rights set forth herein.



### Written Acceptance

IN WITNESS WHEREOF, the parties hereto have caused this order form and the Canto Terms of Service to be executed by their duly authorized officers or representatives as of the Effective Date by signature below.

Palm Beach County  
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

 for  
(Authorized Signature)

Anne Helfant

(Printed Name)

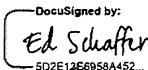
County Attorney

(Title)

6/13/2022

(Signature Date)

Canto, Inc.

DocuSigned by:  
  
(Authorized Signature)

Ed Schaffer

(Printed Name)

CFO

(Title)

6/8/2022

(Signature Date)

Palm Beach County  
APPROVED AS TO TERMS AND  
CONDITIONS

  
(Authorized Signature)

Lisa De La Rionda

(Printed Name)

Department Director

(Title)

6/13/2022

(Signature Date)

Palm Beach County, Florida, By Its  
Board of County Commissioners

By:

\_\_\_\_\_  
Robert S. Weinroth, Mayor

(Signature Date)

# Canto Terms of Service

Effective as of Feb 11, 2019

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If you are using our Services on behalf of an organization (for example, you are an account administrator), you are agreeing to these Terms for that organization and are promising to us that you have the authority to bind that organization to these Terms (in which event, “**you**” and “**your**” will refer to that organization).

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If we terminate for any violation of these Terms or for any activities prohibited by these Terms, you will not receive a refund of any payment even if time remains on your subscription. If we terminate for any other reason, we will refund to you a prorated amount based on the amount of time that would have otherwise remained on your subscription.

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Customer support is available by phone, email, and through the Services. Phone support is available Monday-Friday, 8am-5pm PST (excluding U.S. holidays). Customers may use these support resources to ask questions and to report errors or problems with the Services. These inquiries may also be submitted to Canto using the [web support portal](#) or by email to [support@cantodam.freshdesk.com](mailto:support@cantodam.freshdesk.com).

## **9. Consent to Electronic Communications and Solicitation**

You agree that we may send you (including via email) information regarding the Services, such as notices about your use of the Services, updates to the Services and new features or offerings, and promotional information and materials. Notices emailed to you will be considered given and received when the email is sent.

## **10. Canto Proprietary Rights**

You are not being granted any rights whatsoever in any intellectual property or proprietary rights of Canto or its licensors except for a limited, nonexclusive, nontransferable, and terminable license to use the Services solely for your authorized use as described in and subject to these Terms during your subscription period. All right, title, and interest, including all patents, copyrights, trade secrets, and any other intellectual property or proprietary rights, in and to the Services are owned solely by Canto and its licensors. This includes all know-how, technology, and other intellectual property or proprietary information developed during the provision of the Services. This also includes the right to aggregate anonymous data about your use of the Services and such aggregated data will be our property and used by us for product development purposes. No title to or ownership of any intellectual property or proprietary rights related to the Services is transferred to you or anyone else pursuant to these Terms.

If you or your users provide comments, suggestions, or recommendations to us about the Services (“**Feedback**”), you and your users are automatically assigning any such Feedback to us.

## **11. Restrictions on Use**

You agree not to decompile, reverse engineer, or undertake any similar efforts with respect to the Services. You will not create any derivative works of the Services. You will not access or use the Services to develop your own software or services, benchmark the Services, frame or mirror the Services, or copy or modify any part of the Services.

Moreover, you agree that you will not, encourage others or assist others to, harm the Services or use the Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organization, or Canto. You must not: (a) damage, disable, overburden, or impair the Services (or any connected network); (b) resell or redistribute the Services; (c) use any unauthorized means to modify, reroute, or gain access to the Services; (d) use any automated method to access or use the Services; or (e) use the Services to violate any law or anyone’s rights or to distribute malware or malicious content.

You are solely responsible for compliance with applicable laws and regulations related to your and your users’ use of the Services.

## **12. Your Content**

All digital files that you or your users upload to or share through the Services (“**Your Content**”) is yours. We do not control, verify, or endorse Your Content. You are solely responsible for Your Content. This includes making sure that you



have all the rights you need to Your Content and that Your Content does not violate any law or these Terms.

To provide the Services, we need your permission to do things with Your Content, such as store it, back it up, share it with your users, and modify it to display it as part of the Services. You agree to provide Canto and others acting on our behalf all rights to do these things but only as necessary to provide the Services or as otherwise permitted by these Terms.

We respect the intellectual property of others and will respond to notices of alleged copyright infringement that comply with the law. We reserve the right to delete or disable Your Content alleged to violate copyright laws or this Agreement and reserve the right to terminate the account(s) of violators.

If you believe there has been a violation of your intellectual property rights, please contact our designated copyright agent by email at [hello@canto.com](mailto:hello@canto.com).

### **13. Disclaimers**

TO THE EXTENT NOT PROHIBITED BY LAW, CANTO AND ITS AFFILIATES (AND ASSOCIATED SERVICE PROVIDERS) (A) PROVIDE THE SERVICES “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE”; (B) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED (E.G., WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE); AND (C) DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

However, Canto shall, in accordance with the industry standards in this respect in its position as provider of the Services, make commercially reasonable efforts so that no malware or the like harmful components are knowingly and intentionally coded or introduced into the Services by Canto.

### **14. Indemnification**

To the extent not prohibited by law, Canto will indemnify, hold harmless, and defend you and your affiliates against any cost, loss, damage, or other liability arising from any third-party demand or claim that the Services: (a) infringes a registered patent, trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Canto’s actions); or (b) violates applicable law or these Terms; or (c) Canto's negligent acts. You will reasonably notify Canto of any such claim or demand that is subject to Canto’s indemnification obligation.

## **15. Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL A PARTY, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR: ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF SUCH ENTITY OR PERSON HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT EXCLUDING THE LIMITATIONS HEREUNDER, THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO THE FEES PAID OR PAYABLE BY YOU TO CANTO FOR THE SERVICES WITH RESPECT TO YOUR THEN-CURRENT SUBSCRIPTION TERM, OR \$500,000, WHICHEVER IS GREATER. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, IN WHICH CASE SUCH LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

## **16. Your Name and Logo**

Only with your prior written consent, we may issue press releases, public statements, or other publicity materials regarding the Services that reference you (including use of your branding) as a customer.

## **17. Privacy Policy**

Your privacy is important to us. Please carefully review our privacy policy at <https://www.canto.com/privacy-policy/>, which is incorporated by reference into these Terms. Our privacy policy details the way we collect, use, and disclose information about you.

## **18. General Terms**

### **18.1 Assignment**

We may assign or transfer our rights and obligations under these Terms, in whole or in part, at any time without notice. You may not assign these Terms or transfer any rights to use the Services, unless we allow you to do so in writing.

### **18.2 Waiver**

The failure of either of us to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any of our respective rights or remedies will not be construed as a waiver or relinquishment to any extent of such right to assert or rely upon any such provision, right, or remedy in that or any other instance, all of which will remain in full force and effect.

### **18.3 Entire Agreement; Severability**

These Terms apply to the maximum extent permitted by law. If any government authority holds that we cannot enforce a part of these Terms as written, you and we will replace such part with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect. This is the entire agreement between you and us regarding its subject matter and supersedes any oral and written understandings, communications, or agreements regarding your use of the Services or other matters described in these Terms.

### **18.4 Governing Law; Jurisdiction**

You agree that these Terms, and your relationship with Canto will be governed by the laws of the State of Florida, USA, regardless of conflict-of-laws principles. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph does not override those laws. We both agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to these Terms. We both agree that all of these claims can only be litigated in the federal or state courts in Palm Beach County, Florida, USA, and we each agree to exclusive personal jurisdiction in those courts. However, you agree that Canto can apply for injunctive remedies in any jurisdiction.

### **18.5 Relationship**

Canto and you are not legal or joint venture partners or agents. We are independent contractors. These Terms are solely for your and our benefit. It is not for the benefit of any other person, except for permitted assignees and successors and no third party shall have any right in, under or to the Services or these Terms.

### **18.6 U.S. Government Restricted Rights**

If you, or any of your users, is a U.S. government entity or if these Terms otherwise become subject to the Federal Acquisition Regulations (FAR), you acknowledge that elements of the Services constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government user as commercial computer software and commercial computer software documentation subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. government end users acquire such software and documentation with only those rights set forth herein.

### 18.7 E-verify

Canto warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Canto’s subconsultants performing the duties and obligations of the services required are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Canto shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Canto shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of the quote which requires a longer retention period.

Palm Beach County shall terminate the terms of service if it has a good faith belief that Canto has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that Canto’s subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, Palm Beach County shall notify Canto to terminate its contract with the subconsultant and Canto shall immediately terminate its contract with the subconsultant. If Palm Beach County terminates these terms of service pursuant to the above, Canto shall be barred from being awarded a future contract by Palm Beach County for a period of one (1) year from the date on which these terms of service was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by Palm Beach County as a result of the termination.

### 18.8 Inspector General:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the

activities Canto, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.