Agenda Item#: 3N1

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: 04/18/23	[X ] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing	
Department:			
Submitted By:	County Library/Admi	<u>nistration</u>	
Submitted For:	Submitted For: <u>County Library/Administration</u>		

## I. EXECUTIVE BRIEF

**Motion & Title: Staff recommends motion to approve** a subscription agreement for Palm Beach County's Library Department with PolicyMap Inc. for a (1) year term beginning upon approval by the Board of County Commissioners, with renewal options not to exceed five years, in the amount of \$9,000 each year with a one-time custom data load in the first year of \$1,900.

Summary: The Library Department requests a new (1) year term with (4) additional, (1) year renewal options to purchase a subscription with PolicyMap, for use by staff. This agreement will provide staff with access to PolicyMap's service which will primarily be used in conjunction with our strategic planning process. The purpose of this subscription is to identify areas of the County where membership is lower, or areas of the County where various library services could be most used or beneficial. As an added benefit the software can be used to answer some questions from the public. PolicyMap requires the County enter into a Subscription Agreement that contains liability provisions different from the County's standard requirements. The Department has requested Risk Management and County Attorney's Office approval of the non-standard liability provision. Due to business needs and after advising the Department accordingly, approval has been granted by Risk Management and the County Attorney's Office to move the Agreement forward for Board of County Commissioner approval. Policy Map's limitation of liability is limited to \$300,000. (Countywide, AH).

**Background and Justification:** PolicyMap is a data warehouse of over 50,000 indicators accessible through a state-of-the-art mapping and analytics platform. Policy Map bridges the gap between data and action. Their mapping application, analytics platform, and data licensing services are built for non-GIS professionals, data-literate researchers, and everyone in between. The subscription will allow staff to identify areas where membership is low or where library services could be most used or beneficial. Additionally, the software can be used to answer questions from the public in regards to education level, ethnicity, access to resources such as grocery stores, and more.

1. PolicyMap,	subscription agree	ment 		
Recommended By:	Department I		Douglas Crane)	3.16.23 Date
Approved By:	Assistant Cou	Inty Administrator	(Todd Bonlarro	on) 4/4/23 Date

Attachments:

## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>23</u>	20 <u>24</u>	20 <u>25</u>	20 <u>26</u>	20 <u>27</u>
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 _9,000 0 0
NET FISCAL IMPACT	10,900	9,000	9,000	9,000	9,000
# ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included in Current E	0 Budget?	0_	0 Yes x	0_ No	0

Fund 1180 Dept 320 Unit 3200 Object 5401 **Budget Account No.:** 

Does this item include the use of federal funds? Yes No x

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

Source: Ad Valorem Tax

Impact: Minimal fiscal impact. No transfer of funds required.

(Director, Library Pinance and Facilities) C. **Departmental Fiscal Review:** 

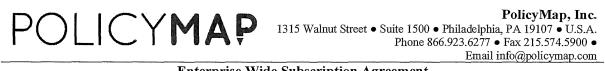
## **III. REVIEW COMMENTS:**

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

**Legal Sufficiency:** 

C. Other Department Review:

**Department Director** 



## **Enterprise Wide Subscription Agreement**

Order Form

	Oruc	ZA A VA AAA	
Enterprise Subscribe	r		,
Enterprise Subscriber	Palm Beach County		
Type of organization	County Government, for its Librar	ry System	
Postal Address	4289 Cherry Road	ry System	
Street Address	West Palm Beach		
	**************************************		
City/State/Province	FL		
Zip/Postal Code	33409		
Country	USA		
Primary Contact for	Enterprise Subscriber		
	nes Larson	Address	
	ellectual Resources Manager	City _	
Telephone <u>56</u>	1-649-5414	State/Province	
Fax		Zip/Postal Code _	
Email lar	sonj@pbclibrary.org	Country	
Billing Contact (if di	ferent)		
Name		Address	
Title		_ City	
Telephone		State/Province	
Fax		Zip/Postal Code	
Email		_ Country _	
Subscription			
Subscription			
Effective Date	April 18, 2023		
Start Date	April 18, 2023		
Initial Term	April 18, 2023 – April 17, 2024		
Renewal Term(s)	One year each.		,
Fees (USD\$)	\$9000 for Enterpise Licence + \$1900	for one-time Custom Data I	oading \$10,900 Total See
1000 (0004)	Schedule A.	Tor one time casiom sames	outing. \$10,500 total 500
Payment Terms	License Fee Amount due within 45 da	avs of signing Fees for each	Renewal Term will be invoiced 60
r aymone roims	days in advance. In no event shall the		
URL	https://pbclibrary.policymap.com	o torm exceed 5 years, wines	miorados arrionevas persoas.
Other Terms	Authorized Users will <i>not</i> be required	I to aliak through the Torms	of I Isa to account he site
Other Terms	Authorized Osers will not be required	to chek miough the Telms	of Ose to access the site.
Signatures			
The parties execute th	nis Enterprise Wide Subscription Agree	ment which consists of this	Order Form and any other Order
	parties, and the Terms and Conditions, a		order form and any other order
1 omis signed by the	parties, and the reims and conditions, a	is of the Effective Date.	
PolicyMap Policy	Map, Inc.	Enterprise	
i oneyiviap i oneyi	raup, auto	Subscriber	
		Subscriber	
Ciamatana Mari	rgis McCullough	Ciamatras	
Signature Mag	<i></i>	Signature	2 100 0 = =
	McCullough 0	Name	vonelas comp
Title <u>CEO</u>		Title	Director
Date 3/28/2023	<b>i</b>	Date	3.29.27

Approved 45 To Terms and Conditions

PALM BEACH COUNTY, BT ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

JOSEPH ABRUZZO, CLERK
OF THE CIRCUIT COURT
AND COMPTROLLER

BY:

DEPUTY CLERK

MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICENCY

BY: Unit Nobert
ASSISTANT COUNTY ATTORNEY

#### PolicyMap, Inc.

## **Enterprise Wide Subscription Agreement**

### **Terms and Conditions**

This Enterprise Wide Subscription Agreement ("Agreement") is made by PolicyMap, Inc. ("PolicyMap"), a Pennsylvania Benefit Corporation, and the entity identified in the Order Form ("Subscriber"), and consists of one or more Order Forms signed by the parties, these Terms and Conditions and the terms of use (the "Terms of Use") on PolicyMap's website (collectively, the "Agreement").

#### 1. LICENSE AND PERMITTED USES

- 1.1. This Agreement is entered into as of the Effective Date stated on the first Order Form signed by the parties, and shall govern access to the PolicyMap web site (the "Site") referenced at the uniform resource locator listed on the Order Form ("URL") by the Subscriber and the users authorized by the Subscriber ("Authorized Users"), and use of the data, mapping tools and other information on the Site (collectively, the "Content," and together with the Site, the "Service"). The Service may be added to or modified by PolicyMap during the term of this Agreement. Access to and use of the Service shall be governed by the terms of this Agreement and the <u>Terms of Use</u>. In the event of any conflict between this Agreement and the Terms of Use, this Agreement shall control.
- 1.2. Except as otherwise stated on an Order Form, Subscriber's Authorized Users shall consist of persons affiliated with the Subscriber, including employees of authorized agencies, departments or divisions and their independent contractors.
- 1.3. The Service provides Subscriber and its Authorized Users with online access to data, tables, charts, reports, maps, software, tools and other Content that are the property of PolicyMap or its suppliers, and are protected by the terms of this Agreement, as well as by domestic and foreign contractual and intellectual property laws including but not limited to copyright, trademark, patent, and trade secret laws. However, Subscriber is not responsible or liable for the actions or omissions of its Authorized Users.
- 1.4. Upon both parties signing this Agreement, PolicyMap grants to Subscriber a non-exclusive, non-transferable, non-sublicenseable, limited license that permits Subscriber to access, print and use PolicyMap only for Subscriber's institutional uses, and (ii) Subscriber's Authorized Users to access, print and use PolicyMap for their work-related uses (collectively, the "Permitted Uses"). The Permitted Uses also include the right of Subscriber and its Authorized Users to make use of PolicyMap as is consistent with the Fair Use provisions of the United States Copyright Act (17 US Code §107).
- 1.5. Subscriber and its Authorized Users may not do any of the following that PolicyMap specifies as prohibited (each, a "Prohibited Use"), including but not limited to:
  - 1.5.1. Decompile, reverse engineer, disassemble, or create derivative works from the Service.
  - 1.5.2. Remove or obscure any proprietary notices including, but not limited to, any and all copyright, trademark and patent designations contained in the Service.
  - 1.5.3. Advertise, exploit, rent, lease, sell or resell the Service or access to the Service.
  - 1.5.4. Systematically collect any data or other Content on or from the Site, including using any data spiders, robots, or similar data gathering, mining or extraction methods.
- 1.6. All trade names, marks, logos, page headers, custom graphics, button icons and domain names (collectively, "Trademarks") of each party remain the Trademarks of such party. Each party grants the other party sufficient rights to use the other party's Trademarks solely to implement this Agreement. Any and all goodwill generated by use of a Trademark owned by a party shall be for the benefit of that party.

#### 2. OBLIGATIONS

- 2.1. PolicyMap will offer reasonable levels of continuing support to assist Subscriber in use of the Service. PolicyMap will provide a help page accessible to all Authorized Users on the the Service. The help page will provide access to materials, which may include a training manual, video tutorials and a help blog, as well as access to PolicyMap's help desk via email or telephone.
- 2.2. PolicyMap will provide appropriate training to Subscriber and its Authorized Users relating to the use of the Service. PolicyMap will provide regular system and project updates to Subscriber as they become available and will provide additional training to Subscriber and its Authorized Users made necessary by any updates or modifications to the the Service.
- 2.3. Access to the Service shall be controlled by PolicyMap through Internet Protocol ("IP") addresses or other methods at PolicyMap's sole discretion. Subscriber shall be responsible for providing lists of valid sets of IP addresses to PolicyMap, and updating such lists if needed. For the avoidance of doubt, Subscriber and/or its Authorized Users are responsible for establishing and maintaining hardware and Internet access to the Service.
- 2.4. Subscriber shall use reasonable efforts to limit the Service access to its Authorized Users. If a party learns of any Prohibited Uses, it will notify the other party, and the parties will thereafter cooperate to identify and use reasonable efforts to terminate the Prohibited Use. PolicyMap may suspend access to the Service while diagnosing and trying to resolve any Prohibited Use, in which case, PolicyMap shall use reasonable efforts to contact the Subscriber prior to any suspension of access and, if applicable, to restore access promptly following successful resolution of the matter.
- 2.5. The Service contains Terms of Use that notify Authorized Users of the Permitted Uses and Prohibited Uses. Authorized Users will not be required to click-through the Terms of Use in order to access the Service.
- 2.6 PolicyMap shall remain compliant with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

#### 3. REPRESENTATIONS AND WARRANTIES; INDEMNITY

- 3.1. Each party represents and warrants to the other party that (a) it is an entity organized under applicable law, (b) any signature on an Order Form is authorized by the party, and (c) this Agreement shall be binding and enforceable once both parties have signed this Agreement.
- 3.2. Palm Beach County does not agree to take on any responsibilities for any complaint it may receive as a result of Policy Map performing the activities. Policy Map must be responsible for their own actions and omnissions

## 4. DISCLAIMER OF WARRANTIES; LIMITATIONS

- 4.1. SUBSCRIBER AGREES THAT ALL USE OF THE SERVICE IS AT THE SOLE RISK OF SUBSCRIBER AND/OR ITS AUTHORIZED USERS. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. POLICYMAP IS NOT RESPONSIBLE FOR DATA, PRINTING, TYPOGRAPHICAL OR OTHER ERRORS.
- 4.2. NEITHER POLICYMAP NOR ANY OF POLICYMAP'S LICENSORS, SUPPLIERS OR BUSINESS PARTNERS REPRESENT OR WARRANT THAT ACCESS TO OR USE OF POLICYMAP WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES POLICYMAP OR ITS LICENSORS, SUPPLIERS OR BUSINESS PARTNERS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF POLICYMAP, THE CONTENT OR ANY DATA.
- 4.3. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, ANDTO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, POLICYMAP AND EACH OF POLICYMAP'S LICENSORS, SUPPLIERS AND BUSINESS PARTNERS DISCLAIM ALL

WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

- 4.4. IN THE EVENT OF ANY PROBLEM WITH THE SITE, CONTENT OR OTHER PART OF POLICYMAP, SUBSCRIBER AGREES THAT ITS SOLE REMEDY IS TO CEASE USING THE SERVICE AND TERMINATE THIS AGREEMENT.
- 4.5. UNDER NO CIRCUMSTANCES SHALL POLICYMAP OR ANY OF POLICYMAP'S LICENSORS, SUPPLIERS, BUSINESS PARTNERS, EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS BE LIABLE FOR ANY, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR ATTORNEYS' FEES, OR ANY DAMAGES OF ANY KIND OTHER THAN DIRECT DAMAGES ARISING FROM OR IN CONNECTION WITH POLICYMAP, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF POLICYMAP OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.6. APPLICABLE LAW MAY NOT ALLOW THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, SO THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO SUBSCRIBER.
- 4.7. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE INDEPENDENT AND SHALL SURVIVE ANY FAILURE OF ANY REMEDY (EXCLUSIVE OR OTHERWISE).

#### 5. TERM, TYPE AND PRICE

- 5.1. The term of Subscriber's subscription and start date are stated on the Order Form (the "Initial Term"); provided that Subscriber's subscription shall not be activated unless and until PolicyMap is in receipt of a fully-executed copy of this Agreement.. PolicyMap will provide Subscriber an opportunity to renew Subscriber's subscription 60 days prior to the expiration of this Agreement, at PolicyMap's then-current prices (each, a "Renewal Term") or any previously agreed to price as noted on the Order Form. The Initial Term and any Renewal Terms shall be collectively referred to as the "Term." If Subscriber chooses not to renew its subscription, it must notify PolicyMap within 30 days of the expiration of the Term in order to cancel the subscription. If PolicyMap does not receive notice of cancellation 30 days prior to the end of the current term, the subscription and this Agreement will renew for another term. In no event shall the term exceed five (5) years, which includes all renewal terms.
- 5.2. Unless otherwise set forth on an invoice or an Order Form, all fees are due forty-five (45) days after receipt of invoice and shall be paid to PolicyMap, Inc., 1315 Walnut St, Suite 1500, Philadelphia, PA 19107, Attn: Accounts Payable (or any other address subsequently specified by PolicyMap) within 45 days of the date of the invoice. A late fee of 1.5% will be applied to any invoice not paid within 45 days.
- 5.3. In the event that either party believes that the other party materially has breached any obligations under this Agreement, or if PolicyMap believes that the Subscriber has exceeded the scope of the license granted by this Agreement, the non-breaching party shall notify the breaching party in writing. The breaching party shall have ten (10) calendar days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the ten (10) calendar day period, the non-breaching party shall have the right to terminate this Agreement without further notice.

## 6. GENERAL

- 6.1. Neither party shall assign its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part; provided however that either party may assign no less than all of its rights under this Agreement to a successor entity as a result of a merger, acquistion or re-organization. Any permitted assignment shall be effective upon receipt of written notice by the non-assigning party.
- 6.2. If any provision of this Agreement is found by any court or other tribunal of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. Either party's failure to exercise or enforce any right or provision of this Agreement will not be deemed to be a waiver of such right or provision.

6.3. If the Subscriber maintains its principal office in the United States, then the law of the State in which Subscriber's principal office is located, as well as United States federal law, shall govern this Agreement, without reference to any conflicts of laws principles. If Subscriber maintains its principal office outside the United States of America, then the law of the Commonwealth of Pennsylvania, and the federal law of the United States of America, shall govern this Agreement, without reference to any conflicts of laws principles. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

E-VERIFY - EMPLOYMENT ELIGIBILITY PolicyMap 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[1] Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E[1]Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of vendor's subconsultants performing the duties and obligations of this contract are registered with the EVerify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. PolicyMap 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. PolicyMap 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 this contract which requires a longer retention period. County shall terminate this contract if it has a good faith belief that PolicyMap has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that vendor's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify PolicyMap to terminate its contract with the subconsultant and PoilcyMap shall immediately terminate its contract with the subconsultant. If County terminates this contract pursuant to the above, PolicyMap shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this contract was terminated. In the event of such contract termination, PolicyMap shall also be liable for any additional costs.

## Schedule A Enterprise Subscription Order Details

Premium Subscription - \$9000 per year

## Includes:

- All data (public and private datasets)
- All functionality (mapping, charts, reports, custom regions)
- Access to Community Health Report and Social Index data
- Online and group training
- Ability to self-service upload unlimited amounts of your own address-based data using the spreadsheet data loader.
- One Time Custom Data Loading Service

#### Additional PolicyMap Data Services: Price: \$1900

- Upload of full member dataset to be displayed as points on the map with filtering options
  - o ~374k member records

- o ~15 attributes included in member dataset
- o Assuming complete addresses, we anticipate a match rate between 90-95% from PolicyMap's machine geocoder. No manual or hand geocoding by PolicyMap team included.
- Aggregated data layer showing count of PBCLS members by Census Block Group
- Both the member points and the aggregated member layer will be made available in the PBCLS PolicyMap Enterprise site under a custom My Data menu

Total: \$10,900

#### POLICYMAP

### PLATFORM AVAILABILITY, SUPPORT AND DATA SECURITY

"Platform Availability" means the percentage of hours in a calendar month that the Service is available, excluding scheduled maintenance and/or critical maintenance ("Maintenance"). PolicyMap will use reasonable efforts to make the Service available 24 hours per day, 7 days per week, with the exception of Maintenance periods. PolicyMap will provide Subscriber notice of any Maintenance and will use reasonable efforts to limit extended periods of Maintenance to Saturdays and Sundays, between 11 pm and 2 am US Eastern time. Any Service downtime that is explicitly the responsibility of PolicyMap's hosting provider (initially, Amazon), and is acknowledged by the hosting provider, counts as Maintenance time and not against the reimbursement schedule below.

If PolicyMap fails to meet the Platform Availability standards during any calendar month, then PolicyMap will provide Subscriber a credit as a percentage of that calendar month's Service Fees ("Credit") as shown below. Credits may only be applied against subsequent Service fees.

Credits based on Platform Availability	
Platform Availability during a Calendar Month	Credits
99.5% - 100.0%	-0-
96.5% - 99.4%	15% of that calendar month's Service fee
94.0% - 96.4%	20% of that calendar month's Service fee
< 94%	50% of that calendar month's Service fee

Should the Subscriber's Service fail to comply with PolicyMap's documentation (independent of any Platform Availability issues pursuant to the above provisions), then Subscriber must promptly contact PolicyMap's support team by telephone or email to request support services ("Support"), and PolicyMap's Support team will review the notice, assign a level of response ("Level"), and respond, as follows.

<u>Level</u>	<u>Problem</u> .	Support Availability	<u>Response Time</u>	Status Reports
Level One	Basic administrative request or identification of non-material or non-critical errors in the service	9 am-5 pm Monday-Friday*	Acknowledgement of Support request within two business days; ticket added to current application development cycle; resolution in subsequent release.	None.
Level Two	Intermittent Service availability that is minimally disruptive to Service use.	9 am-5 pm Monday-Friday*	Acknowledgement of Support request within 12 hours; PolicyMap will devote resources to resolve issue; resolve ASAP (and if possible no later than 24 hours after acknowledgement).	Upon resolution.
Level Three	Total service unavailability; intermittent service availability that is materially disruptive to service use.	24 hours/day, 7 days/week	Acknowledgement of issue within 1 hour; resolve ASAP (and if possible no later than 12 hours after acknowledgement).	Within 1 hour after initiation of response; upon resolution.

## \*All times are US Eastern local time, and available days exclude US federal holidays. For Support requested outside of specified hours, requests will be initiated on the next business day.

## Statement on Data Security:

PolicyMap (which includes all Services including site licenses), and all associated data as of the Effective Date are hosted on Amazon's Web Services infrastructure, at a hosting facility located in Northern Virginia. Our database development group maintains the security of the Service production application and all associated data via firewall facilities provided by the Amazon Web Service. Only ports 80 and 443 are publicly accessible, which is consistent with standard implementation of World Wide Web protocols. The software delivering data from these ports is routinely scanned by Security Metrics for PCI compliance or compliance with similar metrics.

Administrative access to servers hosting the Service at the hosting provider is currently done through the Secure Shell program (also known as SSH) as of the Effective Date, which implements encrypted communication between the administrator and the machine being administered. The SSH server is the only mechanism for data to be uploaded to PolicyMap systems at the hosting provider, and also the only mechanism for direct administration of the hosting provider's environment. Access to the SSH server's port on all systems is strictly limited to the IP addresses of the PolicyMap offices in Philadelphia, Baltimore and Los Angeles, and the ability to access and use the SSH server is limited to those personnel having a need for such access. All development personnel are required to sign PolicyMap's form of nondisclosure agreement.

## PolicyMap Terms of Use for Palm Beach County

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

Welcome to the policymap.com website (the "Site"). The following terms of use ("Terms of Use") govern your use of this Site. Please periodically review these Terms of Use as PolicyMap, Inc. reserves the right to change these Terms of Use at any time and your continued usage of this Site after such changes constitutes your acceptance of the new Terms of Use.

BY ACCESSING, BROWSING, SAVING OR PRINTING ANY INFORMATION OR OTHERWISE USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS, BROWSE OR OTHERWISE USE THIS SITE OR THE INFORMATION CONTAINED THEREIN.

#### LIMITED LICENSE

PolicyMap grants you a non-exclusive, non-transferable, non-sublicensable, limited license to access this Site. You are authorized to use all included data text, graphics, downloadable data, data search results and images, as well as all other information and materials available on this Site (the "Content") for your internal business purposes only, conditioned on your continued compliance with these Terms of Use. Any other use, reproduction, modification, distribution or republication of this Site or the Content without PolicyMap's prior written consent is strictly prohibited. You agree that when using this Site you will abide by and comply with all applicable laws, rules and regulations.

- The foregoing license grant does NOT include the right for you to:
- Market, sell or make commercial use of the Site or any of its Content without the expressed written consent of PolicyMap;
- Systematically collect and use any data or Content including the use of any data spiders, robots, or similar data gathering, mining or extraction methods;
- Make derivative uses of the Site or the Content; or
- Use, frame or utilize framing techniques to enclose any portion of this Site (including the images found at this Site or any text or the layout/design of any page or form contained on a page) without the expressed written consent of PolicyMap.

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You warrant that you shall not use the Site or its Content to develop any of the following or derivatives thereof for general commercial redistribution or sale: any models or analytics, including, but not limited to, predictive models (of any type), automated valuation models, analytics or other programs or algorithms. You agree and warrant that you shall not use any element or component of the Site to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report.

## DOWNLOADING DATA FROM SITE

You may download certain non-proprietary data from this Site for your internal business use only. The permitted uses of downloaded data are covered under the Limited License provided by these Terms of Use. When using downloaded data, citation must be given to PolicyMap as noted on the PolicyMap website, https://www.policymap.com/citing/.

### COPYRIGHT AND PROPRIETARY RIGHTS

This Site, all Content, and the selection and arrangement and compilation of information, and all software used on this Site (collectively "Materials") is PolicyMap's property or the property of PolicyMap's suppliers, sponsors, licensors or affiliates (collectively, "Business Partners"), and are protected by United States and international copyright law, trademark law, and trade secret law, as well as other laws, rules and regulations. PolicyMap owns a copyright in this Site, in the Content, and the Material. Except as expressly provided herein, neither PolicyMap's nor PolicyMap's Business Partners grant any rights to you under any patents, copyrights, trademarks or trade secret information. Accordingly, unauthorized use of this Site, Content or Materials may violate patent laws, copyright laws, trademark laws, trade secret laws, laws pertaining to privacy and publicity rights or other laws or regulations.

All trade names, marks, logos, page headers, custom graphics and button icons are the service marks, trademarks, and/or trade dress of PolicyMap or its licensors and may not be copied, imitated, or used, in whole or in part, without PolicyMap's prior written permission. You may not use, copy, reproduce, republish, upload, post, transmit, distribute or modify any of the Trademarks in any way, including in advertising or publicity pertaining to distribution of materials on this Site, without PolicyMap's prior written consent. PolicyMap prohibits the use of any metatags or any other "hidden text" utilizing any of the Trademarks without PolicyMap's prior written consent.

## ACCOUNT MAINTENANCE AND RESPONSIBILITY

Access to secured/password protected areas of this Site are restricted to subscribers hereinafter called "authorized users". To become an authorized user you must pay a fee to subscribe as determined by PolicyMap depending on your selected subscription. By accessing any secured/password protected area of this Site, you represent, warrant and covenant that you are authorized to do so and to engage in the activities and communications that you conduct thereunder. You agree to be solely responsible for the confidentiality and use of your password or username, as well as for any activities or communications conducted on this Site using your password by yourself or any other person. Any authorized user found sharing their password will have their access to PolicyMap terminated immediately. **Details regarding registration and subscription services can be found on the PolicyMap website here:** 

## https://www.policymap.com/subscriptions/.

If you wish to cancel a password or username, or if you become aware of any loss, theft or unauthorized use of a password or username, please notify PolicyMap immediately. PolicyMap reserves the right to delete or change any password or username at any time, should, in PolicyMap's judgment, a breach occur.

## SUBSCRIPTION RENEWALS

If you are an annual paid subscriber to PolicyMap, PolicyMap will provide you with an opportunity to renew the subscription 60 days prior to the expiration of your subscription. If you choose not to renew your subscription, you must notify PolicyMap within 30 days of the expiration of the Term in order to cancel the subscription. If PolicyMap does not receive notice of cancellation 30 days prior to termination, your subscription will automatically renew for another year.

## **USER SUBMITTED CONTENT (exclusive of data)**

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