



Lightcast Representative: Gareth Blayney

Subscription Services Agreement

This Subscription Services Agreement (the "Agreement") is between Sumter County Board of County Commissioners of Wildwood, Florida ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Lightcast").

I. Description of Subscription Services

- a. Subscription Service Level. Lightcast will provide Licensee with access to the following web application(s): Developer ("Web App(s)") at the following data level (the "Subscription Services"):
 - Countr(y/ies): US
 - Limited to the following subregion(s): Citrus, Hernando, Hillsborough, Lake, Marion, Pasco, Polk, Orange, Seminole, & Sumter Counties in Florida
- b. Users. Lightcast will provide Licensee with access to the Web App(s) for up to 3 user(s). Users must be employees of Licensee. Lightcast will issue each user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared. Licensee will designate one person as the admin user, who will be authorized to manage Licensee's user list and coordinate training.
- c. Additional Services Provided. The subscription includes the following services:
 - User training
 - Technical support via telephone or e-mail
 - Access to all new data releases (new data is released periodically)
 - Access during the Subscription Term to all updates and upgrades generally released to Licensees at the Subscription Service Level recited above

II. Subscription Term

- a. General. Lightcast will provide Licensee with access to the Subscription Services described above beginning upon execution (the "Effective Date") and ending three (3) years thereafter (the "Subscription Term").

III. Fee

- a. General. The fee for the subscription is \$20,650.00, invoiced as follows:
 - \$6,250.00 for the first year of this Agreement, invoiced upon the Effective Date.
 - \$6,900.00 for the second year of this Agreement, invoiced one (1) year after the Effective Date.
 - \$7,500.00 for the third year of this Agreement, invoiced two (2) years after the Effective Date.
- b. Invoices are due 45 days from receipt. Sales tax (including, as applicable, VAT, GST, HST, PST, etc.) will be added for non-tax-exempt institutions when applicable.

IV. Terms of Service

- a. License. Licensee is granted a non-exclusive, nontransferable, non-assignable limited license to access data (the "Licensed Dataset") via the Web App(s) subject to the following limitations:
 1. Licensee will allow access to the Web App(s) only to individuals who have been assigned login credentials by Lightcast (each, an "Authorized User").
 2. Licensee and Authorized Users may (i) download elements of the Licensed Dataset using the download tools in the Web App(s) for Licensee's internal use, and (ii) publish static elements (e.g., tables, charts, graphs) of the Licensed Dataset in work products created by Licensee in the normal course of Licensee's business – either for Licensee or for a third party – provided that Lightcast is cited as the source of the data. The citation shall be substantially in the form described in the Knowledge Base article, "How Do I Cite Lightcast Data?" For clarity, Licensee may not distribute any elements of the Licensed Dataset to a third party on an on-demand or standalone basis – i.e., separate from Licensee's material contributions of data and/or effort in providing its own services to the third party.
 3. Licensee may not distribute any part of the Licensed Dataset to a third party in any manner that allows it to be further manipulated for that third party's independent use.

4. Licensee may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Lightcast content from the Web App(s) or the Licensed Dataset, or otherwise access the Web App(s) or the Licensed Dataset by any automated means or process, except as expressly permitted by Lightcast. If Licensee's subscription includes access to a bulk data downloader, Licensee may only use the data downloader to run custom reports directly from the Web App(s). Licensee may not use the data downloader to create a dataset or datasets used by any other application such as, e.g., an internal data dashboard.
5. Neither Licensee nor Authorized Users will attempt to replicate the Web App(s) or the Licensed Dataset in design, content, or functionality.
6. If the Web App(s) or the Licensed Dataset include access to individual profiles or personally identifiable information ("PII"), Licensee may only publish aggregated data that cannot be used to identify individual persons, and may not under any circumstance publish PII or data that may be manipulated or reverse engineered to create PII.
7. Any profile data or PII included in the Licensed Dataset is to be used for research purposes only. Licensee may not use the Licensed Dataset to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.

b. Disclaimers

The Subscription Services are provided "as is," without warranty for a particular purpose or project. Lightcast is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on the Subscription Services and the outcomes of those decisions, including any economic loss.

The reports and forecasts in the Subscription Services are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Lightcast uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in the Subscription Services may differ significantly from actual circumstances or outcomes. In addition, Lightcast cannot make any representation of the completeness of data aggregated from any source.

The Subscription Services use global professional profiles built with data posted online by individuals about themselves. Such data comes from sources such as professional networking sites, talent hubs, blogs, publications, journals, and social networks. Any information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.

Lightcast updates and upgrades products and services periodically. Except as expressly stated otherwise herein, Lightcast is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee.

V. Limitation of Liability

LIGHTCAST'S LIABILITY FOR DAMAGES TO LICENSEE SHALL NOT EXCEED THE AMOUNT LICENSEE PAID TO LIGHTCAST FOR THE PRODUCT OR SERVICE IN QUESTION.

VI. Applicable Law

Any litigation regarding interpretation or enforcement of this Agreement shall be brought in the state of Idaho, and this Agreement shall be interpreted according to the laws of the state of Idaho without regard to any conflict of law provisions.

VII. Termination

- a. Lightcast may suspend delivery of the Services to Licensee during any period that Licensee fails to pay when due any fees described in this Agreement, and Lightcast's delivery obligation shall not be re-instated until Licensee has paid Lightcast any past due fees.
- b. In addition to any other remedy available at law or equity, Lightcast may suspend delivery of the Services, either in whole or in part, at any time it has reasonable cause to believe the Services are being used in violation of the license and/or terms of use set forth herein.

